



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, May 5, 2015

6:30 p.m.

- As a courtesy to Council/Agency/Authority Members, staff and attendees, everyone is asked to silence all pagers, 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 **May 5, 2015** meeting was posted on **April 30, 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.

May 5, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION** pursuant to Government Code
Section 54957
Title: City Attorney

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 Allen

INVOCATION

Given by Covina Police Chaplain Truax

PRESENTATIONS

Presentation – Katrina Moramarco

Proclamation – Municipal Clerk’s Week, May 3-9

Proclamation – National Police Week, May 10-16

Proclamation – National Public Works Week, May 17-23

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

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 April 7, 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 payment of demands in the amount of \$1,991,523.84.

CONSENT CALENDAR CONTINUED

- CC 3.** Successor Agency to the Covina Redevelopment Agency to approve payment of demands in the amount of \$58,572.43.
- CC 4.** City Council to approve an amendment to the agreement between All City Management Services, Inc., for School Crossing Guard services; and authorize the City Manager to execute said amended agreement.
- CC 5.** City Council to approve the purchase of Mobile Data Computers (MDC's) for use in Police Patrol vehicles.
- CC 6.** City Council to approve a contract with West Coast Arborists, Inc. for tree trimming services of City park and street trees for fiscal year 2015-2016.
- CC 7.** City Council to approve contract with Caliber Commercial Pool Service for maintenance of the Michael D. Antonovich Aquatic Center swimming pools and pool equipment for fiscal year 2015-2016.
- CC 8.** City Council to adopt **Resolution No. 15-7346** to amend Fiscal Year 2014-2015 budget in the Oil Payment Program (OPP) Fund.
- CC 9.** City Council to adopt **Resolution No. 15-7347**, to amend fiscal year 2014-2015 Library Services operating budget to expend the California Library Literacy Services (CLLS) one-time augmentation funds to support the development of California Library Literacy Services Programs.
- CC 10.** City Council to approve closeout of emergency repairs to City Hall first floor restrooms, Project F-1501; and adopt **Resolution No. 15-7348**, amending the Fiscal Year 2014-2015 Capital Project Fund budget to reflect an allocation in impact fees for the completion of the emergency repairs.
- CC 11.** City Council to approve change orders for Project F-1502, City Hall restroom repairs.
- CC 12.** City Council to approve change orders Project T-0814B, Pedestrian and Metrolink Station improvements.
- CC 13.** City Council to approve change order for Project T-0733, Glendora Avenue and Cienega Street Traffic Signal Installation.
- CC 14.** City Council to reject bids from Gentry Brothers, Inc. and All American Asphalt as non-responsive; award bid for resurfacing of streets at Hollenbeck Avenue, Cypress Street, et al.-Project No. P-1304, Federal Project No. STPL-5118(018) to Hardy and Harper, Inc. as lowest responsive and responsible bidder; adopt **Resolution No. 15-7349**, appropriating funds from the Federal Surface Transportation Program- Local (STPL), to the current fiscal year budget for expenditure; and authorize the City Manager or her designee to approve change orders.
- CC 15.** City Council to approve the contracting for purchasing Employee Life Insurance, Optional Life Insurance, and Long Term Disability Insurance with Voya Financial for a period of three years, with a three-year premium rate guarantee.

CONSENT CALENDAR CONTINUED

CC 16. City Council to approve the Legal Services Agreement with Richards, Watson & Gershon and authorize the Mayor to execute the agreement on behalf of the City.

NEW BUSINESS

NB 1. City Council to introduce, hold first reading of an Ordinance amending Chapter 8.50 of the Covina Municipal Code to comply with the 2012 Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175.

Staff Recommendation:

- 1) City Council to introduce, hold first reading by title only and waive further reading of **Ordinance No. 15-2038**, amending Chapter 8.50 of the Covina Municipal Code to comply with the 2012 Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175; and
- 2) City Council to make a determination of exemption under CEQA.

NB 2. City Council to approve the suspension of the Covina Cultural Arts Advisory Commission.

Staff Recommendation:

- 1) City Council to approve the suspension of the Covina Cultural Arts Commission, under the provisions outlined in Option 2.

NB 3. City Council to receive and file update on water conservation measures.

Staff Recommendation:

- 1) City Council to receive and file update on water conservation measures.

NB 4. City Council to receive and file report on Los Angeles County Animal Control Services for the City of Covina.

Staff Recommendation:

- 1) City Council to receive and file the report.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to a special budget workshop meeting to be held on **Thursday, May 7, 2015** at 6:30 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, May 19, 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.

**Draft
minutes**



CC1

MINUTES OF APRIL 7, 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 7:00 p.m., with all members of the City Council present. Closed session items were announced. There were no public speakers.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, MARQUEZ, STAPLETON

Council Members Absent: NONE

Elected Members Present: WALCZAK, COBBETT

Staff Members Present: City Manager Miller, Interim City Attorney Hull, Police Chief Raney, Finance Director De Alwis, Parks and Recreation/Library Director Hall-McGrade, Interim Public Works Director Gonzalez, Finance Manager Pacheco, Finance Manager Cole, Police Captain Webster, L.A. County Fire Chief Enriquez, Parks and Recreation Manager Evans, Community Relations Supervisor Hynes, Associate Planner Carter, Senior Housing and CDBG Economic Development Manager Gasser, Electronic Resource Analyst Kadir 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 April 7, 2015 meeting was posted on April 2, 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 – ANTICIPATED LITIGATION** pursuant to Government Code Section 54956.9(d)(2)
Number of cases: One (1) potential case

- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
Number of cases: One (1) potential case

- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION** pursuant to Government Code Section 54957
Title: City Attorney

D. PUBLIC EMPLOYEE APPOINTMENT pursuant to Government Code Section 54957
Title: City Attorney

E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code
Section 54957
Title: City Manager

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority meeting reconvened at 7:46 p.m., with all members present.

PLEDGE OF ALLEGIANCE

Council Member Marquez led the pledge of allegiance.

INVOCATION

Covina Police Chaplin Dave Truax gave the invocation.

PRESENTATIONS

Mayor King recognized Peggy Delach for her accomplishments and presented a scrapbook of events during her tenure as Mayor. Council Member Delach also received commendations from Los Angeles County Fire Chief Daryl Osby, Supervisor Michael Antonovich's Office, Senator Ed Hernandez's Office and Congresswoman Grace F. Napolitano's Office.

Mayor King invited Tony Nevarez from the Covina Rotary Club to the lectern and provided highlights of the club's newest program, Kids In Need Growing Strong (KINGS). The KINGS program provides financial assistance for children to participate in local athletic programs. Mayor King expressed his appreciation to the Rotary Club and presented a certificate of recognition for their continued support.

PUBLIC COMMENTS

Jean Adair, representing the Covina Center for the Performing Arts, expressed appreciation to Peggy Delach for her dedication during her Mayoral term, and presented her with four tickets to attend the theater as a guest. Ms. Adair also presented Mayor King with four tickets for his upcoming work as Mayor. Ms. Adair, provided information on an upcoming fundraiser event at Azo Vino on April 28, 2015, which will support the Covina Center for the Performing Arts.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Marquez wished Covina happy birthday. He encouraged residents to attend the 2015 Chalk Festival on Saturday, April 18, 2015, 9:00 a.m. to 5:00 p.m. at Heritage Plaza. Council Member Marquez invited everyone to the Covina Lions Breakfast Club pancake breakfast on April 18, 2015. Council Member Marquez stated he attended the Assembly of God *I Will Follow Christ* musical and spoke of the outstanding performance. He announced that on

Saturday, April 25, 2015, the Charter Oak Education Foundation would host their 2015 Hall of Fame Dinner Gala. Council Member Marquez recounted the story of Karen Crespo and her courageous battle with bacterial meningitis and having her prosthetic arms stolen. The local Covina community was able to raise approximately \$12,000 to help offset costs for replacement prosthetics. Donations are still being accepted at www.CaringforKaren.com.

Council Member Delach stated that Alexandra Parslow would be recognized at the Charter Oak Education Foundation Hall of Fame Dinner Gala. Council Member Delach revealed the Covina Chamber of Commerce would be hosting the Taste of Covina event at Covina Heritage Plaza on Thursday, June 25, 2015. The Chamber still has openings for interested restaurants.

Council Member Allen recounted an article in the Sunday Los Angeles Times, which recognizes Covina as having the lowest water usage in all of Los Angeles County. Council Member Allen acknowledged the Covina citizens for their water conservation.

Mayor Pro Tem Stapleton wished the best for those celebrating Passover. Mayor Pro Tem Stapleton thanked the Parks and Recreation staff for their work on the Mayor reception.

Mayor King announced the following “hold the date” events:

- AutismHwy.com and the Covina Cultural Arts Advisory Commission present the Chalk Festival on Saturday, April 18, 2015 at Heritage Plaza, 9:00 a.m. to 5:00 p.m.
- Energy Assessment Screening for Your home (EASY) will help identify opportunities to reduce energy usage and costs. Schedule an appointment through Covina Public Works Environmental Services at (626) 384-5480
- Mark your calendars for the 2015-2016 Budget Study Session on Thursday, May 7, 2015 starting at 6:30 p.m., in the Council Chamber

CITY MANAGER COMMENTS

City Manager Andrea Miller requested to remove Consent Calendar item CC11 from the agenda for further review by staff.

CONSENT CALENDAR

- CC 1.** City Council approved the minutes from the March 3, 2015 regular meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Covina Housing Authority.
- CC 2.** City Council approved the minutes from the March 17, 2015 regular meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Covina Housing Authority.
- CC 3.** City Council approved payment of demands in the amount of \$3,403,826.26.

- CC 4. Successor Agency to the Covina Redevelopment Agency approved payment of demands in the amount of \$11,344.13.
- CC 5. Housing Authority Board received and filed the revised SB 341 Compliance Report on the Housing Successor Agency Low and Moderate Income Housing Asset fund for the year ended June 30, 2014.
- CC 6. City Council approved Facility Use Agreement between the City and Covina Farmer's Market and Family Night for the operation of Farmers' and Street Market in the City of Covina.
- CC 7. City Council adopted **Resolution No. 15-7339**, reviewing continued repairs to City Hall restrooms pursuant to Section 22050 of the California Public Contract Code.
- CC 8. City Council adopted **Resolution No. 15-7340**, authorizing city personnel to make deposits or withdrawals from the Local Agency Investment Fund (LAIF).
- CC 9. Successor Agency to the Covina Redevelopment Agency adopted **Resolution No. 15-030**, designating officers authorized to make deposits or withdrawals from the Local Agency Investment Fund (LAIF).
- CC 10. Covina Public Financing Authority Board adopted **Resolution No. 15-12**, designating officers authorized to make deposits or withdrawals from the Local Agency Investment Fund (LAIF).
- CC 12. City Council adopted **Resolution No. 15-7342**, amending the fiscal year 2014-2015 General Fund budget to accept up to \$600 from the East San Gabriel Valley Human Services Consortium for use of City office and authorize the City Manager to sign lease agreement.
- CC 13. City Council approved letter agreement with Control Automation Design for Charter Oak Reservoir Power Supply Panel SCADA Upgrade.
- CC 14. City Council approved letter agreement with Control Automation Design for SCADA System Automation Services.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Delach, the City Council approved Consent Calendar items CC-1 through CC10 and Consent Calendar items CC12 through CC14. Consent Calendar item CC11 was remove from the agenda and was not voted on.

Motion approved the Consent Calendar items CC1-CC10, CC12-CC14 as follows:

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

PUBLIC HEARING

PH1. Public hearing was before City Council to consider adopting a resolution authorizing annexation of territory to City of Covina Community Facilities District No. 2007-1 (Public Services) (Annexation No. 7), and to call and hold a special election (166 E. Center Street).

At 8:27 p.m., Mayor King opened the public hearing.

Mayor King inquired and City Clerk Walczak responded that notice of public hearing was given in accordance with the Mello-Roos Community Facilities of 1982.

Mayor King inquired and City Clerk Walczak responded that no written protests had been received from the landowners within the annexation area, therefore a majority protest does not exist.

At 8:28 p.m., Mayor King invited comments from anyone wishing to speak in regards to the annexation of territory to Community Facilities District No. 2007-1 and related matters. Being none, on a motion made by Council Member Allen, seconded by Council Member Marquez, Mayor King closed the public hearing by the following roll call vote:

Motion carried to close the public hearing as follows:

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

Mayor King inquired and City Clerk Walczak responded that 100% of the consent and waivers have been received and the Special Election can be held.

Mayor King stated because a majority protest does not exist, it is appropriate for the City Council to consider resolutions regarding the annexation of territory and to call a special election within the annexation area.

On a motion made by Council Member Allen, seconded by Council Member Marquez, the City Council adopted **Resolution No. 15-7336**, authorizing the annexation of territory to Community Facilities District No. 2007-1 (Annexation No. 7) and authorizing the levy of a special tax and submitting the levy of tax to the qualified electors; and to adopt **Resolution No. 15-7337**, calling a special election and submitting to the voters of Annexation No. 7 of City of Covina Community Facilities District No. 2007-1 (Public Services), propositions regarding the annual levy of special taxes within Annexation No. 7 to finance Public Services, and the establishment of an appropriations limit.

Motion carried and Resolution No. 15-7336 and Resolution No. 15-7337 of Public Hearing item PH1 were adopted as follows:

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

Mayor King inquired and City Clerk Walczak confirmed she had received the ballots from the landowners in the annexation area.

Mayor King asked if there were any further ballots to be submitted to the City Clerk; and to do so at this time. Being none, Mayor King requested that City Clerk Walczak proceed to canvass the ballots.

City Clerk Walczak reported the canvass on Proposition A was as follows: **one (1) vote cast in support** of the proposition and zero votes cast in opposition to the proposition. Therefore, **Proposition A was approved with a 100% vote in favor.**

City Clerk Walczak reported the canvass on Proposition B was as follows: **one vote cast in support** of the proposition and zero votes cast in opposition to the proposition. Therefore, **Proposition B was approved with 100% vote in favor.**

On a motion made by Council Member Delach, second by Council Member Marquez, the City Council adopted **City Resolution No. 15-7338**, making certain finding, certifying the results of an election and adding property to Community Facilities District No. 2007-1 (Public Services), Annexation No. 7.

Motion carried and Resolution No. 15-7338 of Public Hearing item PH1 were adopted as follows:

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

NEW BUSINESS

NB1. City Council to confirm the schedule of Mayor's appointments to Intergovernmental Agencies and adoption of a City Resolution appointing the City's Representative and Alternate to the League of California City Selection Committee.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Delach, the Council/Agency/Authority adopted **Resolution No. 15-7344**, thereby appointing Mayor John King as the delegate and Council Member Allen as the alternate to act on behalf of the City at meetings of the City Selection Committee and the Local Agency Formation Commission (LAFCO) for County of Los Angeles; and authorized the Chief Deputy City Clerk to fill the appointed names on said Resolution as well as making the following schedule of appointments to outside and intergovernmental agencies:

Outside Agency Appointments

Sanitation Districts of L.A. County	King delegate; Stapleton alternate
L.A. Works	Stapleton delegate; Allen alternate
Foothill Transit Zone	Delach delegate; King alternate
Independent Cities Association	Stapleton delegate; Allen alternate
League of CA Cities, L.A. Division	King delegate; Stapleton alternate
SGV Council of Governments (COG)	Stapleton delegate; Marquez alternate
SGV Mosquito and Vector Control	Henry Morgan; serves until 12/31/2015
SGV Water Association (Watermaster)	King delegate; Stapleton alternate
So Cal Association of Gov'ts (SCAG)	Marquez delegate; King alternate
City Selection Committee & LAFCO	King delegate; Allen alternate (as above)

Council Liaison to City Boards, Commissions and Committees

Planning Commission	Delach/King
Youth Accountability Board	Marquez/King
Library Board of Trustees	Stapleton/Delach
Cultural Arts Advisory Commission	Marquez/Allen
Covina Concert Band	Allen/Marquez
City Auditors Committee	Stapleton/Allen
Community Recognition Committee	King/Allen
Covina Chamber of Commerce	Stapleton/Delach

Council Committee – Policy Development Assignments

Planning	Delach/King
Code Enforcement	Stapleton/Allen
Parks and Recreation	King/Marquez
Seniors	Stapleton

Motion approved New Business item NBI confirming appointments and adopted Resolution No. 15-7344, as follows:

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

NB2. City Council discussion on imposing a moratorium on land use changes and the consideration of options to moratorium.

Nancy Fong, Planning Consultant, reported that staff prepared options for Council consideration and informed that under State planning and zoning law, cities are required to maintain a General Plan (GP), which guides the physical development of the city. The City Council has authority to deny a general plan amendment and is under no obligation to approve a general plan agreement as a requirement of a proposed development project. Ms. Fong explained that developers and builders are usually sensitive to the moratorium and tend to shy away from a community, which could then have indirect economic impact to the City. Ms. Fong presented for consideration the adoption of a policy and specific criteria for Planning Commissioners and Council Members to consider in reviewing proposed general plan amendments on a case by case basis. While the policy resolution is in place, City Council could continue to study and analyze the citywide land use concerns.

Council Member Delach stated she agrees with creating a policy and is in support of preparing a resolution establishing a policy.

Council Member Marquez stated he does not support a blanket moratorium and would like Council to consider general plan amendments on a case by case basis.

Council Member Allen stated he is in opposition to a moratorium or any type of restricting.

Mayor Pro Tem Stapleton stated he requested this item for discussion for proposed zone changes until the City’s General Plan is finalized. Mayor Pro Tem Stapleton expressed that he wished to remain business friendly, yet in a smart way.

Following a brief discussion and on a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Delach, the City Council directed staff to prepare a resolution that establishes a policy and specific criteria or requirements that must be met prior to consideration of general plan amendment proposals.

Motion directed staff to prepare a resolution establishing a policy and specific criteria for Council to consider in reviewing any proposed general plan amendment, as follows:

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

ADJOURNMENT

At 8:55 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority to its next regular meeting of the Council/Agency/Authority on **Tuesday, April 21 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:

Catherine M. LaCroix, CMC
Chief Deputy City Clerk

Approved this 5th day of May 2015:

John C. King, Mayor/Chairperson

CITY OF COVINA
Check Register
APRIL 3-16, 2015

Check #	Check Date	Vendor	Name	Amount
4955	04/08/2015	4160	ICMA	\$165.00
4956	04/08/2015	1405	ICMA RETIREMENT	\$6,830.36
4957	04/08/2015	1403	ICMA-RC	\$270.53
4958	04/08/2015	4003	MidAmerica	\$2,204.12
4959	04/08/2015	2033	NATIONWIDE RETI	\$9,115.38
4960	04/09/2015	2944	UNITED STATES TREAS	\$1,322.10
			subtotal EFT/wires	\$19,907.49
73606	04/07/2015	14	A1 RENTALS	\$232.96
73607	04/07/2015	91	ALAS, NINA	\$169.32
73608	04/07/2015	128	ALLIANT INSURAN	\$276.00
73609	04/07/2015	4186	ANIMAL MAGIC	\$350.00
73610	04/07/2015	188	ARDERY, JONATHA	\$105.03
73611	04/07/2015	4142	ARTIST PIZZERIA	\$13,083.56
73612	04/07/2015	219	AT&T	\$33.22
73613	04/07/2015	254	AZUSA LIGHT & W	\$627.28
73614	04/07/2015	269	BAKER AND TAYLO	\$1,125.27
73615	04/07/2015	341	BEST BEST & KRI	\$795.30
73616	04/07/2015	3771	BLACK & WHITE E	\$13,975.18
73617	04/07/2015	381	BOOMERANG BLUEP	\$123.12
73618	04/07/2015	423	BRUNSWICK COVIN	\$61.26
73619	04/07/2015	475	CALIBER POOL AN	\$1,595.00
73620	04/07/2015	617	CHARTER OAK GYM	\$2,826.00
73621	04/07/2015	3235	COOK, SHAWNA	\$1,050.90
73622	04/07/2015	775	COVINA POLICE A	\$100.00
73623	04/07/2015	783	COVINA WATER	\$28,000.00
73624	04/07/2015	3982	CUGNU, CAROL A	\$459.70
73625	04/07/2015	4072	DE LEON, JUAN C	\$7.00
73626	04/07/2015	970	EDISON CO	\$3,566.49
73627	04/07/2015	1055	FEDEX	\$24.21
73628	04/07/2015	4126	FUENTES, BRITTA	\$70.89
73629	04/07/2015	1194	GLOBAL ENVIRONM	\$500.00
73630	04/07/2015	4007	GMZ ENGINEERING	\$19,067.45
73631	04/07/2015	1204	GOLDEN STATE WA	\$237.23
73632	04/07/2015	1235	GRAINGER	\$260.21
73633	04/07/2015	4149	VOID	\$0.00
73634	04/07/2015	3654	JEREMIAH DONOVA	\$267.76
73635	04/07/2015	1561	KEYSTONE UNIFOR	\$70.80
73636	04/07/2015	3737	KLEARWATER BIOT	\$1,632.00
73637	04/07/2015	1578	KLYMKIW, MARIE	\$32.54
73638	04/07/2015	1613	LA CNTY DISTRIC	\$481.98
73639	04/07/2015	1638	LAM, LY CHOU	\$386.23
73640	04/07/2015	1663	LAW ENFORCEMENT	\$550.00
73641	04/07/2015	3190	LAYNE, JONATHAN	\$166.68

CITY OF COVINA
Check Register
APRIL 3-16, 2015

73642	04/07/2015	3209	LAYNE, SHARON	\$101.50
73643	04/07/2015	1691	LEVEL 3 COMMUNI	\$1,938.04
73644	04/07/2015	1694	LEWIS ENGRAVING	\$146.06
73645	04/07/2015	4212	MALETZ, CHRISTI	\$179.20
73646	04/07/2015	3932	MAR, ARLENE D.	\$348.42
73647	04/07/2015	4235	MARS COMPANY	\$168.72
73648	04/07/2015	1845	MCCLAIN, FLENT	\$6.51
73649	04/07/2015	4089	MEASOM, DEVIN T	\$52.50
73650	04/07/2015	3983	MERCADO, DANIEL	\$945.00
73651	04/07/2015	1933	MISSION LINEN S	\$124.47
73652	04/07/2015	3236	MUNOZ, VINCENT	\$672.00
73653	04/07/2015	3718	NADENE VALDEZ	\$367.52
73654	04/07/2015	3563	NEWEGG INC	\$83.16
73655	04/07/2015	2094	OAKSTONE WELLNE	\$117.72
73656	04/07/2015	2104	OFFICE DEPOT	\$170.75
73657	04/07/2015	4201	OFFICE TEAM	\$786.43
73658	04/07/2015	99999	Barbra L. Fraisl	\$3,073.00
73659	04/07/2015	99999	Gerald & Stacey Savelle	\$415.90
73660	04/07/2015	99999	Julie Zachary	\$45.00
73661	04/07/2015	99999	Liu Meifen	\$3.99
73662	04/07/2015	99999	Michael J. Bryant	\$5.00
73663	04/07/2015	99999	Monique Robledo	\$79.00
73664	04/07/2015	99999	Sphere Risk Partners	\$0.50
73665	04/07/2015	3722	OSCAR LUQUE	\$45.00
73666	04/07/2015	2189	PARADA, MIGUEL	\$587.15
73667	04/07/2015	4238	PETCO ANIMAL SU	\$243.97
73668	04/07/2015	4213	PRISK, JOSHUA	\$67.20
73669	04/07/2015	4101	RANCHO JANITORI	\$234.89
73670	04/07/2015	4082	REED, LETICIA	\$52.09
73671	04/07/2015	2415	REPUBLIC MASTER	\$130.48
73672	04/07/2015	4228	RICHARD'S CUSTO	\$1,112.16
73673	04/07/2015	3655	ROBERT WONG	\$112.00
73674	04/07/2015	3882	ROMAN, LILIANA	\$85.32
73675	04/07/2015	2489	ROTO ROOTER SER	\$392.50
73676	04/07/2015	3984	ROXXI STUDIOS	\$70.00
73677	04/07/2015	2519	SALAMONE, KIMBE	\$65.80
73678	04/07/2015	2534	SAN BERNARDINO	\$60.00
73679	04/07/2015	3653	SARAH HSU	\$63.00
73680	04/07/2015	2607	SERESINGHE, AJI	\$904.00
73681	04/07/2015	2612	SEVOLD, CHERYL	\$163.32
73682	04/07/2015	2737	STAPLES INC	\$755.52
73683	04/07/2015	2744	STATE DISBURSEM	\$236.00
73684	04/07/2015	3729	SUNBELT RENTALS	\$197.29
73685	04/07/2015	2777	SUPERIOR LIFE S	\$489.70

CITY OF COVINA
Check Register
APRIL 3-16, 2015

73686	04/07/2015	2787	SUTMAN, WILLIAM	\$126.00
73687	04/07/2015	2804	TAG AMS INC	\$150.00
73688	04/07/2015	2818	TAVANNA	\$118.30
73689	04/07/2015	3974	TELREPCO, INC	\$445.00
73690	04/07/2015	2846	THOMAS, TERRI	\$741.39
73691	04/07/2015	4129	TIFFANY'S CATER	\$1,547.00
73692	04/07/2015	2855	TIME WARNER CAB	\$557.51
73693	04/07/2015	2859	TISUTHIWONGSE,	\$170.60
73694	04/07/2015	2901	TRIFYTT SPORTS	\$1,878.50
73695	04/07/2015	2966	V & V MANUFACTU	\$2,220.17
73696	04/07/2015	3234	VELARDE-KUBANIK	\$70.00
73697	04/07/2015	2999	VERIZON CALIFOR	\$297.99
73698	04/07/2015	3001	VERIZON WIRELES	\$593.78
73699	04/07/2015	3187	WAGONER, PAMELA	\$405.30
73700	04/07/2015	3052	WATERLINE TECHN	\$355.00
73701	04/07/2015	3070	WEST COAST ARBO	\$109.20
73702	04/07/2015	3102	WILLDAN FINANCI	\$131.88
73703	04/07/2015	3132	WRIGHT DESIGNS	\$645.83
73704	04/07/2015	4149	INTERACTIVE SAF	\$25.00
73705	04/08/2015	68	AFLAC	\$4,256.55
73706	04/08/2015	69	AFSCME	\$1,080.00
73707	04/08/2015	487	CaIPERS	\$62,109.30
73708	04/08/2015	3846	CLEA	\$490.00
73709	04/08/2015	3846	CLEA	\$110.25
73710	04/08/2015	775	COVINA POLICE A	\$2,850.00
73711	04/08/2015	789	COVINA-FSA, CIT	\$1,417.53
73712	04/08/2015	878	DELTA DENTAL OF	\$8,907.46
73713	04/08/2015	1106	FRANCHISE TAX B	\$250.00
73714	04/08/2015	1247	GREAT WEST LIFE	\$4,701.41
73715	04/08/2015	3795	LEGAL SHIELD	\$316.44
73716	04/08/2015	2234	PERS	\$153,554.45
73717	04/08/2015	2235	PERS LONG TERM	\$238.88
73718	04/08/2015	4230	SOCIAL SECURITY	\$257.40
73719	04/08/2015	3893	STATE DISBURSEM	\$247.00
73720	04/08/2015	3954	SUN LIFE FINANC	\$5,349.70
73721	04/08/2015	2946	UNITED WAY OF G	\$17.50
73722	04/08/2015	3014	VISION SERVICE	\$868.94
73723	04/08/2015	3764	WAGeworks	\$38.00
73724	04/08/2015	3045	WASHINGTON NATI	\$146.99
73725	04/08/2015	4223	ZUMWALT, KRISTI	\$750.00
73726	04/14/2015	3	12 MILES OUT.CO	\$1,200.00
73727	04/14/2015	23	ABORTA BUG INC	\$75.00
73728	04/14/2015	26	ABSOLUTE SECURI	\$6,354.72
73729	04/14/2015	4236	ADT SECURITY S	\$820.76

CITY OF COVINA
Check Register
APRIL 3-16, 2015

73730	04/14/2015	4110	AEI-CASC ENGINE	\$30,740.25
73731	04/14/2015	113	ALL CITY MANAGE	\$5,574.33
73732	04/14/2015	3977	ALLIANT CONSULT	\$1,570.00
73733	04/14/2015	160	AMERICAN WEST C	\$150.00
73734	04/14/2015	203	ARROWHEAD QUEEN	\$375.00
73735	04/14/2015	219	AT&T	\$99.66
73736	04/14/2015	221	AT&T MOBILITY	\$1,203.62
73737	04/14/2015	276	BALSZ, RYAN	\$40.00
73738	04/14/2015	283	BANK OF THE WES	\$11,569.27
73739	04/14/2015	341	BEST BEST & KRI	\$9,939.28
73740	04/14/2015	430	BUILDING ELECTR	\$75.00
73741	04/14/2015	476	CALIF BUILDING	\$327.60
73742	04/14/2015	477	CALIF, STATE OF	\$592.91
73743	04/14/2015	477	CALIF, STATE OF	\$225.00
73744	04/14/2015	4153	CALIFORNIA PROF ENGR	\$93,300.00
73745	04/14/2015	543	Carter, Alan	\$364.03
73746	04/14/2015	634	CHEVRON PRODUCT	\$409.11
73747	04/14/2015	649	CINTAS CORP #69	\$134.15
73748	04/14/2015	654	CITRUS CAR WASH	\$351.05
73749	04/14/2015	703	COMBINED GRAPHI	\$25.07
73750	04/14/2015	710	COMMUNICATIONS	\$100.00
73751	04/14/2015	4225	CORELOGIC	\$600.00
73752	04/14/2015	749	COUNSELING TEAM	\$300.00
73753	04/14/2015	762	COVINA CHAMBER	\$150.00
73754	04/14/2015	762	COVINA CHAMBER	\$90.00
73755	04/14/2015	807	CRITERION PICTU	\$700.00
73756	04/14/2015	875	DELL MARKETING	\$1,770.67
73757	04/14/2015	970	EDISON CO	\$25,950.31
73758	04/14/2015	1055	FEDEX	\$41.90
73759	04/14/2015	1075	FLEET SERVICES	\$146.43
73760	04/14/2015	3817	FUN EXPRESS, LL	\$509.73
73761	04/14/2015	4182	GOLDEN STATE CA	\$10,674.00
73762	04/14/2015	1235	GRAINGER	\$200.37
73763	04/14/2015	1251	GREENS LOCK AND	\$32.54
73764	04/14/2015	4086	GROVES, DAVID	\$250.00
73765	04/14/2015	1364	HOME DEPOT	\$1,171.48
73766	04/14/2015	1397	HYNES, MELODY	\$154.64
73767	04/14/2015	1427	INGLEWOOD, CITY	\$3,246.03
73768	04/14/2015	1429	INLAND EMPIRE S	\$1,149.25
73769	04/14/2015	3659	JMDIAZ	\$29,342.00
73770	04/14/2015	1571	KING BOLT CO	\$12.54
73771	04/14/2015	1586	KOGA INSTITUTE	\$475.00
73772	04/14/2015	1614	LA CNTY FIRE DE	\$667,474.42
73773	04/14/2015	1659	LATREILLE, VERA	\$147.16

CITY OF COVINA
Check Register
APRIL 3-16, 2015

73774	04/14/2015	1933	MISSION LINEN S	\$22.14
73775	04/14/2015	2104	OFFICE DEPOT	\$81.72
73776	04/14/2015	2105	OFFICE MAX CONT	\$154.76
73777	04/14/2015	4201	OFFICE TEAM	\$437.40
73778	04/14/2015	99999	WEST COVINA CHRISTIAN	\$200.00
73779	04/14/2015	4178	PAN E VINO	\$7,490.72
73780	04/14/2015	2238	PEST OPTIONS IN	\$190.00
73781	04/14/2015	2247	PETTINGER, ERIC	\$317.64
73782	04/14/2015	4177	PETTY CASH	\$344.55
73783	04/14/2015	2415	REPUBLIC MASTER	\$114.59
73784	04/14/2015	2571	SBSD-EVOC TRAIN	\$1,200.00
73785	04/14/2015	2676	SMART AND FINAL	\$794.06
73786	04/14/2015	2907	TRUGREEN LANDSC	\$8,772.49
73787	04/14/2015	2942	UNITED SITE SER	\$104.80
73788	04/14/2015	2999	VERIZON CALIFOR	\$1,389.61
73789	04/14/2015	3134	XEROX CORPORATI	\$718.65

subtotal checks **\$1,299,292.01**

TOTAL checks/EFTs **\$1,319,199.50**

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 April 3-16, 2015; Payroll for 4/9/15; Voids for April 3-16, 2015; and Workers Compensation for 4/11/15 and 4/16/15; 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 5th day of May, 2015

Callie M. Garcia Deputy

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
Check Register
APR 3-16, 2015

Check #	Check Date	Vendor	Name	Amount
1165	04/14/2015	1156	GAS COMPANY, TH	33.00
1166	04/14/2015	2452	RJS FINANCIAL	49,840.00
1167	04/14/2015	2942	UNITED SITE SER	68.17
			<i>subtotal EFT/wires</i>	\$0.00
			<i>subtotal checks</i>	\$49,941.17
			TOTAL CHECKS/EFT's	\$49,941.17

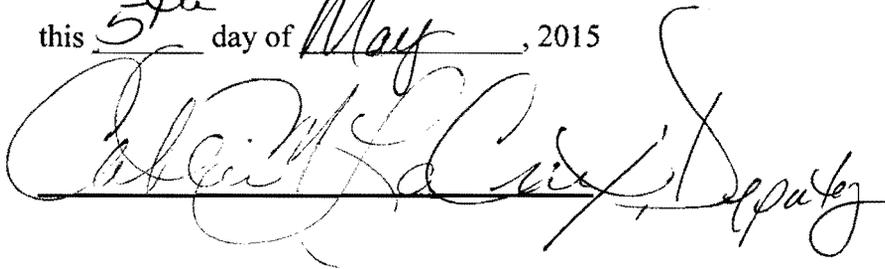
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

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 March 3-16 2015; and Payroll for 4/08/15; 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 5th day of May, 2015



Robert M. Lopez, Deputy



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE May 5, 2015

ITEM NO.

CC 4

STAFF SOURCE Kim Raney, Chief of Police

ITEM TITLE Amendment to the Agreement between All City Management Services, Inc. and the City of Covina for School Crossing Guard Services; and, authorize the City Manager to execute the amended agreement.

STAFF RECOMMENDATION

Approve the amendment to the current agreement between All City Management Services, Inc. and the City of Covina for school crossing guard services for the fiscal year 2015-2016; and authorize the City Manager to execute the amended agreement. This amendment continues the term of the initial agreement for one year and reflects an increase in the hourly rate for crossing guard services.

FISCAL IMPACT

All City Management Services, Inc. has notified us that there will be an hourly price increase from \$14.46 per hour to \$15.69 per hour for crossing guard services.

If approved, the expenditure for these services will be included in the Police Department's 2015-2016 annual budget under the account number 10101200 51430 in the amount of \$110,144.

BACKGROUND

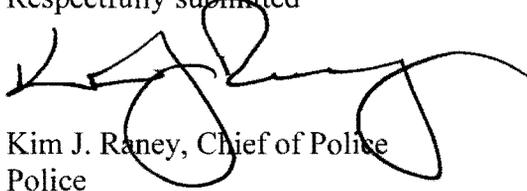
On July 6, 2004, the Covina City Council approved contracting for school crossing guard services with All City Management Services, Inc. Since that time, All City Management Services Inc. (ACMS) has continued to provide uninterrupted school crossing guard services for multiple schools of two different school districts in the City of Covina. When searching for a crossing guard provider, we looked for companies that exclusively specialize in that service. ACMS was founded in 1985 and is the only private corporation specifically and exclusively providing School Crossing Guard Services in the nation. ACMS is currently the largest employer of School Crossing Guards, with over 3,000 Crossing Guards serving over 150 cities, counties and school districts. Staff at the Police Department has found them to be a reliable and responsive company that meets the needs of our City.

After careful review and evaluation of the crossing guard industry, ACMS continues to emerge as the only company that is appropriate for our needs. Some of the agencies they currently contract with around Covina include El Monte, Walnut, Arcadia, Glendora, Rowland Heights, Azusa, Los Angeles County (which covers all the surrounding unincorporated areas), La Puente, Diamond Bar and Baldwin Park. ACMS has been providing excellent crossing guard service to the City of Covina since 2004, and they are the only company that exclusively specializes in this business.

EXHIBITS

A. Amendment to Agreement between All City Management Services, Inc. and the City of Covina for providing School Crossing Guard Services.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Kim J. Raney', with a large circular flourish at the end.

Kim J. Raney, Chief of Police
Police



ALL CITY MANAGEMENT SERVICES

Amendment to Agreement between All City Management Services, Inc. and the City of Covina for providing School Crossing Guard Services

The **City of Covina** hereinafter referred to as the "City", and **All City Management Services, Inc.**, located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement as follows:

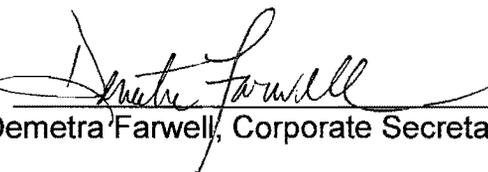
1. The City and the Contractor agree to extend the term of this Agreement for the 2015-2016 fiscal year beginning July 1, 2015 through June 30, 2016.
2. **Item #13** The City agrees to pay Contractor for the services rendered pursuant to the Agreement the sum of Fifteen Dollars and Sixteen-Nine Cents (\$15.69) per hour of Crossing Guard services provided. It is understood and agreed that contractor's compensation shall not exceed One Hundred and Ten Thousand, One Hundred and Forty-Four (110,144.00) Dollars.

Except as provided for in Item #13, all other terms and conditions of the original Agreement and Amendments thereto between the City and the Contractor remain in effect.

City of Covina

All City Management Services, Inc.

By _____
Signature

By 
Demetra Farwell, Corporate Secretary

Print Name and Title

Date _____

Date March 19, 2015



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE	May 5, 2015	ITEM NO.	CC 5
STAFF SOURCE	Kim Raney, Chief of Police Derek Webster, Police Captain Rich Aycock, I.T. Coordinator		
ITEM TITLE	Approve the purchase of Mobile Data Computers for use in Police Patrol vehicles.		

STAFF RECOMMENDATION

Approve the purchase of Mobile Data Computers (MDC's), mounting hardware and additional equipment necessary to replace aging equipment that has reached end-of-life from CDCE Incorporated in the amount of \$132,010.98.

FISCAL IMPACT

The expenditure for this equipment is included in the Information Technology's 2014/2015 annual budget under account number 7200 IT10 55700 in the amount of \$132,010.98.

BACKGROUND

The Covina Police Department purchased its first MDC's in 2004 and replaced them one time in 2009. The MDC's that are currently being used (Panasonic Toughbooks) have served the Department well but have reached their end-of-life and are experiencing frequent malfunctions requiring replacement of key parts (screens, etc.). Anticipating the end of life, \$130,000 was budgeted to replace the MDC's in the 2014-2015 budget.

Section 2.20.080 of the Covina Municipal Code allows the City Council to authorize a purchase of equipment without formal bidding where the equipment is available from only one source or where after solicitation of a number of sources, competitive bidding is deemed inadequate. Several brands and model MDC's were considered before deciding to evaluate the Getac V110. Coincidentally, the Police Department is also implementing a new computer aided dispatch and records management system (CAD/RMS) whose software promotes portability by permitting the user to take the MDC in and out of the vehicle. The Getac V110 is unique in that it is a convertible tablet that facilitates portability, is utilized by public safety and the military, has the largest screen of any ruggedized tablet on the market and works optimally with the CAD/RMS software. Additionally, the Getac V110 received positive feedback and was recommended by officers after being deployed in and out of a patrol car during two months trial testing.

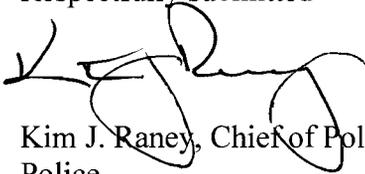
Staff researched costs for the Getac V110 and received a quote from CDCE Incorporated that was lower than all other GSA pricing and less than a recent competitive bid obtained by the City of Ventura. A copy of CDCE Incorporated's sales quote is attached. Because the quote is for a lower price than those obtained through competitive bid contracts, formal bidding would be

inadequate in this instance. CDCE Incorporated is located in Southern California and is an authorized Government Services Administration (GSA) dealer that the City (Police Department) has conducted business with in the past.

EXHIBITS

A. Sales Quote from CDCE Incorporated

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Kim J. Raney', written over a circular stamp or seal.

Kim J. Raney, Chief of Police
Police

CDCE, Inc.
 22641 Old Canal Road
 Yorba Linda, CA 92887



Sales Quote

Telephone: 800-373-5353

Sales Quote No.	106471
Customer No.	CICOVINAPD
Customer PO #	

Bill To

City of Covina Police Department
 Attn: AP Vendor#V05078
 444 N. Citrus Ave.
 Covina, CA 91723
 Los Angeles Cou

Telephone: 626-858-5519

Ship To

City of Covina Police Department
 PO#
 444 N. Citrus Ave.
 Covine, CA 91723

Telephone: 626-858-4409

Order Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
04/08/15	UPS Ground	Yorba Linda		Net 30
Entered By		Salesperson	Ordered By	Resale Number
Brandon Barry		Brandon Barry	Rich Aycock	
Order Quantity	Approve Quantity	Item Number / Description	Unit Price	Extended Price
23	23	GET-300006 V110 Convertible - Intel i5-4300U 1.9GHz Processor 3MB Cache, 4GB DDR3 RAM, 128GB SSD, 11.6" 800 NITs LumiBond Touchscreen Display, Mechanical Backlit Keyboard, Dual batteries, HD webcam, 802.11AC Wireless, Bluetooth, 4G LTE (Verizon/AT&T), Tri Pass-thru (WWAN/WLAN/GPS), GPS, 461F Ready, -21C, IP65, WIN7 64-bit Pro, 3 Year B2B	3,195.00	73,485.00
23	23	NA-211002 Getac V110 Integrated contractless SmartCard / RFID	119.00	2,737.00
23	23	NA-212001 Getac V110 Integrated 5MP rear camera	167.00	3,841.00
23	23	WR-174001 F110 - 4 years Bumper to Bumper warranty coverage	264.00	6,072.00
23	23	PS-202007 BW GETAC F110,V110, B300,P470,S400 Series	95.00	2,185.00

Print Date	04/14/15
Print Time	03:42:51 PM
Page No.	1 of 3

Printed By: Brian Solomon

Continued on Next Page

CDCE, Inc.
 22641 Old Canal Road
 Yorba Linda, CA 92887



Sales Quote

Telephone: 800-373-5353

Sales Quote No.	106471
Customer No.	CICOVINAPD
Customer PO #	

Bill To

City of Covina Police Department
 Attn: AP Vendor#V05078
 444 N. Citrus Ave.
 Covina, CA 91723
 Los Angeles Cou

Telephone: 626-858-5519

Ship To

City of Covina Police Department
 PO#
 444 N. Citrus Ave.
 Covine, CA 91723

Telephone: 626-858-4409

Order Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
04/08/15	UPS Ground	Yorba Linda		Net 30
Entered By		Salesperson	Ordered By	Resale Number
Brandon Barry		Brandon Barry	Rich Aycock	
Order Quantity	Approve Quantity	Item Number / Description	Unit Price	Extended Price
22	22	NA-200035 iKey Backlit Keyboard w/Touchpad & USB	305.00	6,710.00
23	23	FEE-100001 Recycle Fee for Monitors 4"-15"	3.00	69.00
22	22	PR-220049 Getac V110 Vehicle Docking Station - No RF	500.00	11,000.00
22	22	VM-130028 Tall Tablet Display Mount Kit: Mongoose and Keyboard	350.00	7,700.00
2	2	VM-110040 Base-U Flat Horizontal Surface Mount-Drill	60.00	120.00
13	13	VM-120010 5" upper pole for GJ Lower w/center mount	60.00	780.00

Print Date	04/14/15
Print Time	03:42:51 PM
Page No.	2 of 3

Printed By: Brian Solomon

Continued on Next Page

Sales Quote

CDCE, Inc.
22641 Old Canal Road
Yorba Linda, CA 92887



Telephone: 800-373-5353

Sales Quote No.	106471
Customer No.	CICOVINAPD
Customer PO #	

Bill To

City of Covina Police Department
Attn: AP Vendor#V05078
444 N. Citrus Ave.
Covina, CA 91723
Los Angeles Cou

Telephone: 626-858-5519

Ship To

City of Covina Police Department
PO#
444 N. Citrus Ave.
Covine, CA 91723

Telephone: 626-858-4409

Order Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
04/08/15	UPS Ground	Yorba Linda		Net 30
Entered By		Salesperson	Ordered By	Resale Number
Brandon Barry		Brandon Barry	Rich Aycock	
Order Quantity	Approve Quantity	Item Number / Description	Unit Price	Extended Price
6	6	VM-110043 Base-U Vert Flat Surface Mnt	65.00	390.00
6	6	VM-120009 7" upper pole for GJ Lower w/center mount	79.00	474.00
22	22	LAB-320001 Installation Customer Site	300.00	6,600.00
Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities				

Print Date	04/14/15
Print Time	03:42:51 PM
Page No.	3 of 3

Subtotal	122,163.00
Freight	0.00
9.000 % Sales Tax	9,847.98
Order Total	132,010.98

Printed By: Brian Solomon

CONTRACT AMENDMENT No.9

City of Covina

The Tree Trimming/Maintenance Services contract by and between the City of Covina and West Coast Arborists, Inc. is amended as follows:

Section 6 – Term, is hereby revised to provide that the City of Covina is exercising its' option to extend the contract on a year to year basis for the period of July 1, 2015 to June 30, 2016.

The effective date of this Amendment is July 1, 2015 or upon execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL WORK CONTRACT REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT, consisting of 1 page, is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Work Contract.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have signed this Amendment.

WEST COAST ARBORISTS, INC.

CITY OF COVINA

Signature

Mayor

Title

Date

Approved as to form this 5th day of May 2015.

ATTEST:

City Attorney

Catherine La Croix
Chief Deputy City Clerk



April 23, 2015

City of Covina
ATTN: Frank Cisneros
125 E. College Street
Covina, CA 91723

RE: Tree Maintenance Services

Dear Mr. Cisneros,

With this contract year coming to a close, West Coast Arborists, Inc. would like to take a moment to thank you and the City for another successful year. Together we have worked diligently to ensure that our mutual goal of improving the City's urban forest is being achieved each day.

Just recently, the California Department of Industrial Relations published a new wage classification for Landscape Maintenance Tree Trimmer under the "Landscape/Irrigation Laborer Tender" wage determination (SC-102-X-14-2015-1) that is designed for this type of work. As a result, this impacts not only WCA but every contractor performing similar tree maintenance services for public agencies. Please know that WCA, Inc. currently, and has historically, been compliant with the State's prevailing wages.

Based on these wage increases, WCA respectfully request a price adjustment to help offset these imposed wage rates. Attached for your review is our proposed Schedule of Compensation for FY2015-2016.

Please know that we value our business partnership with the City and look forward to many more years of service. Should you have any questions or require additional information, please feel free to contact me at (714) 991-1900.

Sincerely,

Victor Gonzalez
Vice-President, Marketing



City of Covina

Proposed Price Schedule for Fiscal Year 2015-2016

Tree Maintenance Services

Item	Description	Unit	Current Prices	Proposed Prices for FY 15-16
1	Grid Tree Trimming	Each	\$ 45.00	\$ 49.00
2	Tree Raising	each	\$ 22.50	\$ 24.50
3	Tree and Stump Removal	Inch	\$ 15.00	\$ 16.35
4	Tree Only Removal	Inch	\$ 10.30	\$ 11.25
5	Stump Only Removal	Inch	\$ 4.70	\$ 5.10
6	Tree Plant 15 gal w/o RB	Each	\$ 95.00	\$ 103.55
7	Tree Plant 15 gal with RB	Each	\$ 109.50	\$ 119.35
8	Tree Plant 24" Box w/o RB	Each	\$ 184.40	\$ 201.00
9	Tree Plant 24" Box with RB	Each	\$ 225.20	\$ 245.50
10	Specialty Planting - 15 gal w/o RB	Each	\$ 126.00	\$ 137.34
11	Specialty Planting - 15 gal with RB	Each	\$ 144.60	\$ 157.61
12	Specialty Planting - 24" Box w/o RB	Each	\$ 254.10	\$ 277.00
13	Specialty Planting - 24" Box with RB	Each	\$ 293.90	\$ 320.35
14	Crew Rental - per man hour	Hour	\$ 54.60	\$ 59.50
15	Emergency Crew Rental - per man hour	Hour	\$ 115.45	\$ 125.00

The current prices have been in effect since July 1, 2011

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY									
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED											
WORKERS COMPENSATION STATUTORY	<input checked="" type="checkbox"/> POLICY TERM	7/1/2015	WA7-66D-039499-074	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA,NV,AZ	<table border="1"> <tr><th colspan="2">EMPLOYERS LIABILITY</th></tr> <tr><td>Bodily Injury by Accident</td><td>\$1,000,000 Each Accident</td></tr> <tr><td>Bodily Injury By Disease</td><td>\$1,000,000 Policy Limit</td></tr> <tr><td>Bodily Injury By Disease</td><td>\$1,000,000 Each Person</td></tr> </table>	EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Disease	\$1,000,000 Policy Limit	Bodily Injury By Disease	\$1,000,000 Each Person
	EMPLOYERS LIABILITY												
	Bodily Injury by Accident	\$1,000,000 Each Accident											
	Bodily Injury By Disease	\$1,000,000 Policy Limit											
Bodily Injury By Disease	\$1,000,000 Each Person												
		TB2-661-039499-014	General Aggregate	\$2,000,000									
			Products / Completed Operations Aggregate	\$2,000,000									
			Each Occurrence	\$1,000,000									
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2015		Personal & Advertising Injury	\$1,000,000 Per Person / Organization									
	<table border="1"> <tr><td>RETRO DATE</td></tr> <tr><td> </td></tr> </table>		RETRO DATE		Other FIRE DAMAGES \$100,000	Other MEDICAL PAYMENTS \$5,000							
RETRO DATE													
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2015		AS7-661-039499-034	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined									
				Each Person									
				Each Accident or Occurrence									
				Each Accident or Occurrence									
OTHER Umbrella Excess Liability	7/1/2014 - 7/1/2015		TH7-661-039499-044	\$5,000,000 PER OCCURRENCE/AGGREGATE									
ADDITIONAL COMMENTS													
RE: All jobs performed by the named insured during the policy term. Per form CG 2010, City of Covina is additional insured under the General Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and the additional insured endorsement.													

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

City of Covina
125 East College
Covina CA 91723-2199

Elaine Ulan

Elaine Ulan

Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017

AUTHORIZED REPRESENTATIVE

0564408

OFFICE

PHONE

DATE ISSUED

213-624-1171 6/25/2014

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION STATUTORY	7/1/2015		WA7-66D-039499-074	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA,NV,AZ	
				EMPLOYERS LIABILITY	
				Bodily Injury by Accident \$1,000,000 Each Accident	
				Bodily Injury By Disease \$1,000,000 Policy Limit	
				Bodily Injury By Disease \$1,000,000 Each Person	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2015		TB2-661-039499-014	General Aggregate \$2,000,000	
				Products / Completed Operations Aggregate \$2,000,000	
				Each Occurrence \$1,000,000	
				Personal & Advertising Injury \$1,000,000 Per Person / Organization	
				Other FIRE DAMAGES \$100,000	
				Other MEDICAL PAYMENTS \$5,000	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2015		AS7-661-039499-034	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2014 - 7/1/2015		TH7-661-039499-044	\$5,000,000 PER OCCURRENCE/AGGREGATE	

RETRO DATE

ADDITIONAL COMMENTS

The City of Covina, its directors, officials, officers, employees, agents and volunteers are additional insured with regards to general liability and automobile liability, as their interest may appear, where required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation is included in favor of the additional insured on general liability, workers compensation and automobile liability, and applies only to the specific jobs of the insured performed under written contract, and where applicable by law.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

City of Covina
1250 North Hollenbeck Avenue
Covina CA 91722

Elaine Ulan

Elaine Ulan

Los Angeles / 0603 AUTHORIZED REPRESENTATIVE
818 W 7th Street, Suite 850 0564408
Los Angeles CA 90017 213-624-1171 4/27/2015
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any located listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
--

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss. Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

<u>Person or Organization</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	
Subject to a minimum premium of \$250 per policy.	

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-039499-074

Effective Date

Premium \$

Issued to West Coast Arborists, Inc.



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE May 5, 2015 **ITEM NO.** CC 7

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

ITEM TITLE Approve Contract with Caliber Commercial Pool Service for maintenance of the Michael D. Antonovich Aquatic Center swimming pools and pool equipment for fiscal year 2015-2016.

STAFF RECOMMENDATION

Approve Contract with Caliber Commercial Pool Service for maintenance of the Michael D. Antonovich Aquatic Center swimming pools and pool equipment for fiscal year 2015-2016.

FISCAL IMPACT

The cost for the maintenance service for fiscal year 2015-2016 is \$19,140 and is included in the proposed budget in account 1010 AQ06 52405.

BACKGROUND

This will be the seventeenth operational season for the Aquatics Center. Caliber Commercial Pool Service was the original maintenance contractor used by the builder after construction. The contractor has continued to perform the scope of the contract and provide excellent service and coordination of the necessary repairs. There is no increase for this coming fiscal year. The Covina Municipal Code, Section 2.20.080 Bidding – Required – Exceptions under B.1 Procurement by noncompetitive proposal may be made when:

The supply, service or equipment is available from only one source:

Caliber Commercial Pool Service is the only provider of commercial pool maintenance in the area. When emergencies occur, Caliber is able to respond within one hour, which is essential.

EXHIBITS

Proposed fiscal year 2015-2016 Caliber Commercial Pool Service Maintenance Contract

Respectfully submitted

Amy Hall-McGrade, Director
Parks & Recreation and Library Services Department

**CITY OF COVINA
MAINTENANCE CONTRACT FOR SERVICE FOR THE SWIMMING POOLS
AND POOL EQUIPMENT AT THE MICHAEL D. ANTONOVICH AQUATIC
CENTER, COVINA PARK PLUNGE
301 N. FOURTH AVENUE, COVINA, CA**

THIS CONTRACT is entered into this 5th day of May 2015 by and between the City of Covina (hereinafter referred to as "CITY") and Caliber Commercial Pool Service (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

The parties hereby agree as follows:

SECTION 1. RECITALS

This Contract is made and entered into with respect to the following facts:

- (a) The CITY is interested in engaging a CONTRACTOR to maintain and provide service to the swimming pools and pool equipment located at 301 North Fourth Avenue, Covina, CA:
- (b) The CITY desires to have a highly qualified CONTRACTOR perform tasks daily as noted;
 - Task 1: Manually test water for chlorine residual/pH/alkalinity to ensure digital read-outs are correct;
 - Task 2: Clean skimmers of all debris to ensure adequate flow and perform backwash as necessary;
 - Task 3: Manually test auto-fill lines to be sure they are in working order;
 - Task 4: Visually check gauge on filters to be sure they are working properly and open biannually for inspection;
 - Annual maintenance of filters at no additional charge;
 - Task 5: Establish reorder levels on all chemicals;
 - Task 6: Maintain log and reports;
 - Task 7: Set up a preventative maintenance program for all equipment;
 - Task 8: Perform minor repairs of equipment not involving replacement of parts;

MAINTENANCE CONTRACT FOR SERVICE OF THE COVINA PARK POOL SYSTEM

- Task 9: Inspect and advise annually of sand and sacrificial anodes;
- Task 10: Be on 24-hour call for any emergency that may occur (respond within 2 hours after a (911) page);
 - a. Weekend service for TDS control when necessary;
 - b. Contractor is authorized to purchase parts up to one hundred dollars (\$100) without prior City authorization.
- Task 11: Notify proper management of any non-scope work to be done;
- Task 12: Minor repairs of equipment not involving replacement of parts (i.e. adjustment, calibrations, disassembly of components requiring cleaning) no charge; Repair of chemical feed pumps – no charge
- Task 13: Contacting reliable contractors and obtaining three bids for all necessary work not done by CONTRACTOR.
- Task 14: Any additional parts, other than minor, will be billed at a twenty percent (20%) markup;
- Task 15: CONTRACTOR'S labor rate will be billed at a rate of one hundred sixty-two dollars (\$162) for the first hour and fifty-four dollars (\$54) for additional hours starting at City's facility, no travel time;

- (c) The CONTRACTOR represents that it is qualified to perform such services and has agreed to do so pursuant to this Contract; and
- (d) The CITY desires to contract with the CONTRACTOR on the basis of the following terms and conditions.

SECTION 2. EMPLOYMENT

The CITY hereby employs the CONTRACTOR, and the CONTRACTOR hereby accepts such employment as CONTRACTOR to the CITY for purposes of providing their services as set forth in Section 1.

MAINTENANCE CONTRACT FOR SERVICE OF THE COVINA PARK POOL SYSTEM

SECTION 3. SCOPE OF SERVICES

The CONTRACTOR will diligently perform the tasks and prepare the appropriate documentation necessary to undertake the tasks to complete the project. The specific tasks are those outlined in Section 1(b).

- (a) The CONTRACTOR'S service schedule for the months of March through October will be five (5) days a week.
- (b) The CONTRACTOR'S service schedule for the months of November through February will be twice a week.

The CITY shall vacuum and brush the pool utilizing their own personnel.

SECTION 4. TERM

The term of this contract shall be from July 1, 2015 to June 30, 2016. The schedule of performance shall be outlined in Section 1. Recitals. If necessary, the schedule may be modified upon approval of the CITY staff.

SECTION 5. COMPENSATION

The CONTRACTOR will perform those tasks and deliver the services outlined in Section. 1 Recitals. 1 for a fixed fee not to exceed nineteen thousand one hundred forty dollars (\$19,140.00), including all out of pocket and incidental expenses of CONTRACTOR associated with said performance.

The CONTRACTOR shall submit a bill to the City on a monthly basis.

Services performed that are not specified in Section 3. Scope of Services, but are authorized by the CITY will be charged on a time and materials basis at the rates set forth in Section 1. Recitals.

SECTION 6. RIGHT OF TERMINATION

This Contract may be terminated by the City with or without cause, in its sole discretion, on a ten-(10) day written notice to the CONTRACTOR.

In such event, the CONTRACTOR shall, on the CITY's request, promptly surrender to the CITY all completed work and works in progress, and all materials, records, and notes procured or produced pursuant to this Contract. The CONTRACTOR

may retain copies of such work products as a part of its records of professional activity. The CONTRACTOR shall be compensated for all work performed to that date.
MAINTENANCE CONTRACT FOR SERVICE OF THE COVINA PARK POOL SYSTEM

SECTION 7. REPORTS AND DOCUMENTATION

All reports, Contracts and other documents prepared by the CONTRACTOR pursuant to this Contract are the property of the CITY and shall be turned over to the CITY upon expiration or termination of this Contract.

CITY may use, duplicate, disclose, and/or disseminate, in whole or in part, in any manner it deems appropriate, all papers, writings, documents, reports and other materials of whatever kind prepared, produced, or procured in performance of this Contract, which are delivered to or acquired by CITY.

SECTION 8. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that the CONTRACTOR is an independent CONTRACTOR and shall not be considered to be an employee of the CITY.

SECTION 9. INDEMNITY

CONTRACTOR hereby agrees to and does indemnify, defend, and hold harmless the CITY, and any and all of their respective officers, employees and representatives from any and all claims, liabilities, and expenses, including attorney fees and costs that arise out of CONTRACTOR'S negligent performance of this Contract.

SECTION 10. NOTICES

Notices pursuant to this Contract shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY:

City of Covina, Attn: Parks & Recreation Director
Parks & Recreation Department
125 East College Street
Covina, California 91723

TO CONTRACTOR:

Caliber Commercial Pool Service, Attn: Larry Marino
1111 West Kirkwall Road
Azusa, California 91702-5129

MAINTENANCE CONTRACT FOR SERVICE OF THE COVINA PARK POOL SYSTEM

Notices shall be deemed to be given as the date of personal service, or two (2) days following the deposit of same in the course of transmission of the United States Postal Service.

SECTION 11. BINDING EFFECT

This Contract shall be binding upon the parties hereto and their successors in interest.

SECTION 12. ASSIGNMENT

CONTRACTOR shall not be permitted to assign any of its rights or obligations hereunder, except the payment of funds from the CITY, without prior written consent of the CITY. The consent of the CITY to an assignment shall not be unreasonably withheld, but prior to approving any assignment involving the performance of any obligations pursuant to this Contract, the CITY shall be satisfied by competent evidence that the assignee is financially able and technically qualified to perform those services proposed to be assigned. In the event of such assignment, the CITY may condition the same so as to ensure compliance with the provisions of this Contract.

SECTION 13. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable laws in performing its obligation under this Contract.

SECTION 14. CONFIDENTIALITY

Information and materials obtained by the CONTRACTOR from the CITY during the performances of this Contract shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than performance of this Contract.

SECTION 15. CONTRACTOR'S LIABILITY AND INSURANCE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The CONTRACTOR shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by the CONTRACTOR'S negligent performance of a contract, whether such performance be by himself, his subcontractor, or anyone directly or indirectly employed by him and whether such damages shall accrue or be discovered before or after termination of contract. The CONTRACTOR shall take out and maintain during the life of the contract a

Comprehensive Liability policy, including Contractual Liability, as shall protect him and the CITY from claims for such damages. Said policy shall name the CITY, its agents, officers and employees as additional insured under the policy, in the following amounts.
MAINTENANCE CONTRACT FOR SERVICE OF THE COVINA PARK POOL SYSTEM

Public Liability Insurance in an amount not less than two million dollars (\$2,000,000) one person; property damage insurance in an amount not less than one million dollars (\$1,000,000) and subject to the above limits, as combined in single limit of insurance in an amount not less than three million dollars (\$3,000,000.)

In addition, such policy shall contain a Severability of Interest clause and provide that the coverage shall be primary for losses arising out of the CONTRACTOR'S performance of the contract. Neither the CITY nor any of its insured shall be required to contribute to any such loss.

The CONTRACTOR shall furnish a certificate of insurance with attached endorsement countersigned by an authorized agent of the Insurance Carrier on a form of the Insurance Carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall verify that the CITY, its agents, officers, and employees are named as additional insured under the policy. The certificate of Insurance Carrier shall contain a statement of obligation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material changes, cancellation or termination.

The required certificate shall be furnished by the CONTRACTOR prior to the execution of the Contract by the CITY.

SECTION 16. WORKERS' INSURANCE

The CONTRACTOR agrees to maintain at its expense, during the term of this Contract, all necessary insurance for its employees engaged in the performance of this Contract, including, but not limited to workers' compensation insurance, and to provide the CITY with satisfactory evidence of such insurance coverage upon the CITY'S request.

SECTION 17. DISCRIMINATION

The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Contract on grounds of race, creed, color, sex, age, marital status, disability status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

MAINTENANCE CONTRACT FOR SERVICE OF THE COVINA PARK POOL SYSTEM

SECTION 18. PREVAILING TERMS

In the event of any express conflict between this Contract the provisions of this Contract shall control.

IN WITNESS WHEREOF, this Contract has been duly authorized and executed by the parties hereto in the day and year first herein above written.

CITY OF COVINA

DATE: _____ BY: _____
Mayor, City of Covina

DATE: _____ BY: _____
Contractor

Title

Address: _____

Covina Business License #: _____ Expires: _____

Federal Tax I.D. #: _____

Circle one of the following: Corporation/Sole Proprietor/Partnership

ATTEST:

Catherine La Croix, Chief Deputy City Clerk

Approved as to form this 5th day of May 2015.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED:(Section II)

This section is amended to include as an insured the person or organization shown on the Certificate of Insurance, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization shown in the Certificate of Insurance because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

- | |
|-------------------------------------|
| 1) Swimming Pool Service and Repair |
|-------------------------------------|

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION:

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement
EFFECTIVE DATE: 07/01/2014

Endorsement
EXPIRATION DATE: 07/01/2015



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE	May 5, 2015	ITEM NO.	CC 8
STAFF SOURCE	Alex Gonzalez, Acting Director of Public Works Vivian Castro, Environmental Services Manager Michele Saint, Management Analyst Trainee		
ITEM TITLE	City Council to Adopt Resolution No. 15-7346 to Amend Fiscal Year 2014-2015 Budget in the Oil Payment Program (OPP) Fund		

STAFF RECOMMENDATION

Adopt **Resolution No. 15-7346**, amending Fiscal Year 2014-2015 Budget in the Oil Payment Program (OPP) Fund.

FISCAL IMPACT

There is no impact to the General Fund. A budget amendment is needed to increase the Fiscal Year 2014-2015 budget in the amount of \$11,969, which represents the Fiscal Year 2013-2014 carryover amount of \$11,153 (fund balance 2530-0000-33000) and \$816 increase based on the Fiscal Year 2014-2015 actual award amount of \$13,606 versus the estimated original budget amount of \$12,790.

The **requested increase** is to be appropriated in the following accounts:

2530-5550-51005 – Consulting Fees: \$3,919
2530-5550-53500 – Promotion Advertising: \$(5,044)
2530-5550-54150 – Promotion Supplies: \$13,094

Once the amendment is completed, all remaining funds in the Fiscal Year 2014-2015 OPP Grant will be utilized by June 30, 2015, as required by the grant terms and conditions.

BACKGROUND

The Oil Payment Program (OPP) is a grant program funded by an annual payment from the California Department of Resources Recycling and Recovery (CalRecycle) to provide cities funding to implement used motor oil and filter collection programs. The City currently has four Certified Collection Centers where residents can drop off used motor oil for recycling at no charge. Three of the four centers also accept used oil filters.

During CalRecycle's site visit in 2014, they recommended the City host a used oil filter exchange event utilizing grant funds. The decision was made to carryover the remaining Fiscal Year 2013-2014 grant funds to Fiscal Year 2014-2015 to procure a consultant to coordinate the event. Procurement also included the required quarterly delivery of used oil kits to the Collection Centers and inspection of the Centers for grant compliance. The two-year consolidation of funds will additionally be used to purchase used oil kits for the exchange event and the upcoming annual Thunderfest car show and music festival in October. The terms and conditions of the Oil Payment Program (OPP) allow for a two-year term if a jurisdiction elects to carryover two annual payment awards. All funds must be utilized within a two-year term. The City must utilize all remaining OPP funds by June 30, 2015.

The Fiscal Year 2014-2015 budget was estimated at \$12,790 based on awards received in previous years. On October 17, 2014, the City received notification that the payment award for Fiscal Year 2014-2015 would be \$13,606. That award amount for Fiscal Year 2014-15 was received on April 20, 2015. The Fiscal Year 2013-2014 remaining balance of \$11,153 was held in the 2530 fund.

The budget amendment request is required to allocate grant funds in the appropriate accounts for the completion of CalRecycle's recommendation and grant compliance activities.

EXHIBITS

A. Resolution No. 15-7346

Respectfully submitted

A handwritten signature in black ink, appearing to read "Alex Gonzalez".

Alex Gonzalez/Acting Director
Public Works Department

RESOLUTION NO. 15-7346

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COVINA, CALIFORNIA, AMENDING
FISCAL YEAR 2014-2015 BUDGET IN THE OIL
PAYMENT PROGRAM (OPP) FUND**

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 Environmental Services budget as follows:

2530-5550-51005 – Consulting Fees: \$3,919

2530-5550-53500 – Promotion Advertising: \$(5,044)

2530-5550-54150 – Promotion Supplies: \$13,094

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

PASSED, APPROVED AND ADOPTED this 5th DAY OF MAY 2015.

John King, Mayor

ATTEST:

City Clerk

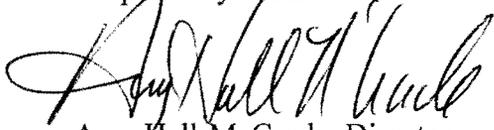
APPROVED AS TO FORM;

Michael Maurer, City Attorney

EXHIBITS

A. Resolution No. 15-7347

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy Hall-McGrade". The signature is written in a cursive style with a large initial "A" and "M".

Amy Hall-McGrade, Director
Parks & Recreation and Library Services Department

RESOLUTION NO. 15-7347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2014-2015 LIBRARY SERVICES OPERATING BUDGET TO EXPEND THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) ONE-TIME AUGMENTATION FUNDS TO SUPPORT THE DEVELOPMENT OF CALIFORNIA LIBRARY LITERACY SERVICES PROGRAMS.

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; and

WHEREAS, the intent for all expenditures for program supplies will be covered through the California Library Literacy Services (CLLS) grant funds;

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 Parks & Recreation Department’s Library Services Division operating budget as follows:

28003900-42186	Literacy Grant	\$9,862
28003900-52460	Office Furniture/Fixtures	\$9,862

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

PASSED, APPROVED AND ADOPTED this 5th day of May, 2015.

Mayor, City of Covina

ATTEST:

City Clerk, City of Covina

APPROVED AS TO FORM:

City Attorney

CERTIFICATION

I, Catherine M. LaCroix, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 15-7347 was adopted by the Covina City Council at a regular meeting of the City Council held this 5th day of May, 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine M. LaCroix
Chief Deputy City Clerk

EXHIBIT A

RESOLUTION NO. 15-7348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2014-2015
CAPITAL PROJECT FUND BUDGET TO REFLECT AN
APPROPRIATION OF \$97,269 FROM IMPACT FEES, GENERAL
GOVERNMENT FUND RESERVES FOR EMERGENCY REPAIRS TO
THE CITY HALL RESTROOMS

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; and

WHEREAS, the City of Covina wishes to allocate funds for the completed emergency repairs that risked the public health and safety in the first floor restrooms at City Hall.

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 Capital Project Fund budget as follows:

1. \$97,269 in Impact Fees, General Government Fund reserves (4701-0930-59140) to Capital Project Fund (4010-0930-55100-F1501 and 4010-0930-49140) for emergency repairs to the first floor City Hall restrooms, Project F-1501.

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

PASSED, APPROVED AND ADOPTED this 5th day of May, 2015.

John King, Mayor

ATTEST:

City Clerk

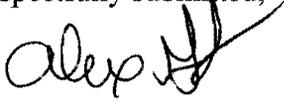
APPROVED AS TO FORM;

City Attorney

EXHIBITS

A. Change Orders #1 through #8

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Alex Gonzalez", with a stylized flourish extending from the end of the signature.

Alex Gonzalez/Acting Director
Public Works Department



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 1

DATE: April 21, 2015
PROJECT NO. F-1501
CONTRACT: City Hall Restroom Repairs
CONTRACTOR: De La Riva Construction, Inc.

.....
.....
Restroom Vestibules

1. Specified tile 6' high in vestibule areas with a single strip of green mirror tile.

Total increase = \$3,750.00

2. Time Extension: Two (2) Calendar Days

3. Change in contract cost: Increase of \$3,750.00
-

Submitted by _____ Date _____
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, De La Riva Construction, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



License# 673108
GENERAL CONTRACTOR

CHANGE ORDER NO. 1

To: City of Covina Public Works Dep.
125 E. College Street
Covina, California 91723-2199

Date: March 26th, 2015
RFI Number: None
Bulletin Number:
DLR OTP Number:
Job Number: 150070
Building Number: Covina City Hall

Project: City of Covina Emergency
ADA Restroom Modifications

Additional Time Required: ~~5 Working Days~~
2 Calendar Days

Attention: Kristen Weger

Subject: Due to changes in the drawings regarding the "Vestibules" area leading into the restroom the City of Covina has now stated they require new Specified Tile, chosen by the City officials, to be installed in the vestibule area originally not receiving any tile. New tile shall follow the same detailing as in the restrooms which means the tile shall go up the wall 6' high as per plans as well as have a single strip of green mirror tile to follow the plans and specs provided by the City.

This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our contract work, then the change order will have to be re-quoted. Escalation fees will be based upon but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization fees.

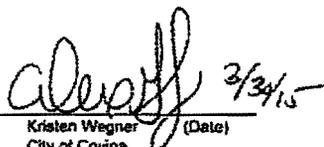
No work on this change order shall commence until written authorization from the G. C./Owner to DLR is received by DLR. Written authorization from the Prime to DLR shall constitute acceptance by the Owner and added to the Contract sum of DLR.

This change order pricing is valid for ten working days from the date of this Change Order.

TOTAL ADD THIS CHANGE ORDER \$ 3,750.00

Thank you for the opportunity of working with you on this project, we remain,
At your service.

Signature:  3/31/15
Jose De La Riva-President (Date)
De La Riva Construction, Inc.

Signature:  3/31/15
Kristen Weger (Date)
City of Covina



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

www.covinaca.gov

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 2

DATE: April 21, 2015
PROJECT NO. F-1501
CONTRACT: City Hall Restroom Repairs
CONTRACTOR: De La Riva Construction, Inc.

.....
.....

Plumbing Leak

1. A leak was discovered in the existing plumbing. Material and labor to repair and replace the plumbing. Total increase = \$395.00
2. Time Extension: One (1) Calendar Day
3. Change in contract cost: Increase of \$395.00

.....

Submitted by _____ Date _____
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, De La Riva Construction, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



License # 873168
GENERAL CONTRACTOR

CHANGE ORDER NO. 2

To: City of Covina Public Works Dep.
128 E. College Street
Covina, California 91723-2199

Date: March 26th, 2015
RFI Number: None
Bulletin Number:
DLR OTP Number:
Job Number: 16007D
Building Number: Covina City Hall

Project: City of Covina Emergency
ADA Restroom Modifications

Additional Time Required: ~~4 Working Days~~
1 Calendar Day

Attention: Kristen Wegner

Subject: Due to unforeseen conditions of the existing plumbing piping during our walk through, today a leak was discovered in the old plumbing and the City has requested De La Riva Construction, Inc. to provide labor and materials to remove and replace existing pipes with new, as noted by City Officials to the Superintendent on site.

This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our contract work, then the change order will have to be re-quoted. Escalation fees will be based upon but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization fees.

No work on this change order shall commence until written authorization from the G. C./Owner to DLR is received by DLR. Written authorization from the Prime to DLR shall constitute acceptance by the Owner and added to the Contract sum of DLR.

This change order pricing is valid for ten working days from the date of this Change Order.

TOTAL ADD THIS CHANGE ORDER \$ 385.00

Thank you for the opportunity of working with you on this project, we remain.
At your service.

Signature: 
Jose De La Riva-President (Date)
De La Riva Construction, Inc. *3/31/15*

Signature: 
Kristen Wegner (Date)
City of Covina *3/30/15*



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 3

DATE: April 21, 2015
PROJECT NO. F-1501
CONTRACT: City Hall Restroom Repairs
CONTRACTOR: De La Riva Construction, Inc.

.....
.....

Trap Primers

1. Remove and relocate existing trap primers to make them accessible for maintenance.

Total increase = \$575.00

2. Time Extension: One (1) Calendar Day
3. Change in contract cost: Increase of \$575.00

.....

Submitted by _____ Date _____
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, De La Riva Construction, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



License # 87106
GENERAL CONTRACTOR

CHANGE ORDER NO. 3

To: City of Covina Public Works Dep.
125 E. College Street
Covina, California 91723-2199
Date: March 28th, 2015
RFI Number: None
Bulletin Number:
DLR OTP Number:
Project: City of Covina Emergency
ADA Restroom Modifications
Job Number: 160070
Building Number: Covina City Hall
Additional Time Required: ~~4 Working Days~~
1 Calendar Day
Attention: Kristen Wegner

Subject: Due to changes on the field made by City Officials, De La Riva Construction, Inc. has been requested to remove and relocate the existing trap primers in both restrooms so they could be more easily accessible for maintenance. Also, De La Riva Construction, Inc. has been requested to install (2) shut off valves at each restroom along with a new 12x12 access door per requested.

This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our contract work, then the change order will have to be re-quoted. Escalation fees will be based upon but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization fees.

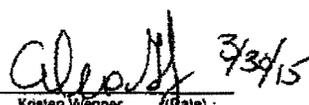
No work on this change order shall commence until written authorization from the G. C./Owner to DLR is received by DLR. Written authorization from the Prime to DLR shall constitute acceptance by the Owner and added to the Contract sum of DLR

This change order pricing is valid for ten working days from the date of this Change Order.

TOTAL ADD THIS CHANGE ORDER \$ 575.00

Thank you for the opportunity of working with you on this project, we remain,
At your service.

Signature: 
Jose De La Riva-President (Date)
De La Riva Construction, Inc. *3/31/15*

Signature: 
Kristen Wegner (Date)
City of Covina *3/30/15*



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 4

DATE: April 21, 2015
PROJECT NO. F-1501
CONTRACT: City Hall Restroom Repairs
CONTRACTOR: De La Riva Construction, Inc.

.....
.....

Electrical for Hand Dryers

1. Installation of new electrical to provide sufficient power to hand dryers
Total increase = \$835.00
2. Time Extension: Two (2) Calendar Days
3. Change in contract cost: Increase of \$835.00

.....

Submitted by _____ Date _____
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, De La Riva Construction, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



License# 871108
GENERAL CONTRACTOR

CHANGE ORDER NO. 4

To: City of Covina Public Works Dep.
125 E. College Street
Covina, California 91723-2198

Date: March 30th, 2015
RFI Number: #004
Bulletin Number:
DLR OTP Number:
Job Number: 150070
Building Number: Covina City Hall

Project: City of Covina Emergency
ADA Restroom Modifications

Additional Time Required: 2 Calendar Days

Attention: Kristen Weger

Subject: Upon investigation, De La Riva Construction, Inc. has found that new electrical must be installed for new hand dryers to be hung and properly working with sufficient electrical power.

This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our contract work, then the change order will have to be re-quoted. Escalation fees will be based upon but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization fees.

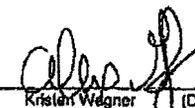
No work on this change order shall commence until written authorization from the G. C./Owner to DLR is received by DLR. Written authorization from the Prime to DLR shall constitute acceptance by the Owner and added to the Contract sum of DLR.

This change order pricing is valid for ten working days from the date of this Change Order.

TOTAL ADD THIS CHANGE ORDER \$ 835.00

Thank you for the opportunity of working with you on this project, we remain,
At your service.

Signature:  3/31/15
Jose De La Riva-President (Date)
De La Riva Construction, Inc.

Signature:  3/31/15
Kristen Wagner (Date)
City of Covina



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 5

DATE: April 21, 2015
PROJECT NO. F-1501
CONTRACT: City Hall Restroom Repairs
CONTRACTOR: De La Riva Construction, Inc.

.....
.....

Energy Efficient Flush Valves

- 1. Sloan Solis Solar Powered Flush Valves Total increase = \$510.00
- 2. Time Extension: One (1) Calendar Day
- 3. Change in contract cost: Increase of \$510.00

.....

Submitted by _____ Date _____
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, De La Riva Construction, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



License # 873108
GENERAL CONTRACTOR

CHANGE ORDER NO. 5

To:	City of Covina Public Works Dep. 125 E. College Street Covina, California 91723-2199	Date:	March 30th, 2015
		RFI Number:	None
		Bulletin Number:	
Project:	City of Covina Emergency ADA Restroom Modifications	DLR OTP Number:	
		Job Number:	150070
Additional Time Required:	1 Calendar Days	Building Number:	Covina City Hall
Attention:	Kristen Wegner		

Subject: Due to updated changes, requested by City Officials, the original American Standard Flush Valves will be exchanged for the new Sloan Solis Solar Powered Flush Valve as discussed prior. No additional labor or equipment will be charged, only the difference of the valve exchange.

This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our contract work, then the change order will have to be re-quoted. Escalation fees will be based upon but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization fees.

No work on this change order shall commence until written authorization from the G. C./Owner to DLR is received by DLR. Written authorization from the Prime to DLR shall constitute acceptance by the Owner and added to the Contract sum of DLR.

This change order pricing is valid for ten working days from the date of this Change Order.

TOTAL ADD THIS CHANGE ORDER \$ 510.00

Thank you for the opportunity of working with you on this project, we remain,
At your service,

Signature:  3/31/15
Jose De La Riva-President (Date)
De La Riva Construction, Inc.

Signature:  3/31/15
Kristen Wegner (Date)
City of Covina



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 6

DATE: April 21, 2015
PROJECT NO. F-1501
CONTRACT: City Hall Restroom Repairs
CONTRACTOR: De La Riva Construction, Inc.

.....
.....
Surface mounted actuator for ADA compliant automatic doors

1. Surface Mounted Actuator, 8310-853WP with the 844 Transmitter and 865 Receiver

Total increase = \$5,200.00

2. Time Extension: One (1) Calendar Day
3. Change in contract cost: Increase of \$5,200.00

.....
Submitted by _____ Date _____
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, De La Riva Construction, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



License# 873198
GENERAL CONTRACTOR

CHANGE ORDER NO. 6

To: City of Covina Public Works Dep.
125 E. College Street
Covina, California 91723-2199

Date: April 2nd, 2015
RFI Number: None
Bulletin Number:
DLR OTP Number:
Job Number: 150070
Building Number: Covina City Hall

Project: City of Covina Emergency
ADA Restroom Modifications

Additional Time Required: 1 Calendar Days

Attention: Kristen Weger

Subject: After discussions with the City Officials and documentation approvals, De La Riva Construction is to provide and install the Surface Mounted Actuator, 8310-853WP with the 844 Transmitter and 885 Receiver per Submittal 016. This Change is only for the cost difference for this approved Actuator over the one specified on the drawing specs. This is for the exchange only. No additional material or labor is to be added.

This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our contract work, then the change order will have to be re-quoted. Escalation fees will be based upon but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization fees.

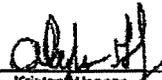
No work on this change order shall commence until written authorization from the G. C./Owner to DLR is received by DLR. Written authorization from the Prime to DLR shall constitute acceptance by the Owner and added to the Contract sum of DLR.

This change order pricing is valid for ten working days from the date of this Change Order.

TOTAL ADD THIS CHANGE ORDER \$ 5,200.00

Thank you for the opportunity of working with you on this project. we remain.
At your service.

Signature:  4/2/15
Jose De La Riva-President (Date)
De La Riva Construction, Inc

Signature:  4/2/15
Kristen Weger (Date)
City of Covina



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 7

DATE: April 21, 2015
PROJECT NO. F-1501
CONTRACT: City Hall Restroom Repairs
CONTRACTOR: De La Riva Construction, Inc.

.....
.....

Four (4) Access Panels

1. Installation of four (4) new access panels for the new shut off valves in the restrooms.

Total increase = \$885.00

2. Time Extension: Two (2) Calendar Days

3. Change in contract cost: Increase of \$885.00

.....

Submitted by _____ Date _____
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, De La Riva Construction, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



Licensed 873108
GENERAL CONTRACTOR

CHANGE ORDER NO. 7

To: City of Covina Public Works Dep.
125 E. College Street
Covina, California 91723-2199

Date: April 9th, 2016
RFI Number: None
Bulletin Number:
DLR OTP Number:
Job Number: 150070
Building Number: Covina City Hall

Project: City of Covina Emergency
ADA Restroom Modifications

Additional Time Required: 2 Calendar Days

Attention: Kristen Weger

Subject: Per the conversations and approvals at the meeting held at the City of Covina yesterday De La Riva Construction was requested to provide and install 4 new access panels for the new shut off valves in the new restrooms. Access panels are to be 12x12 as discussed and to be stainless steel. De La Riva to provide new access panels and installation of those access panels.

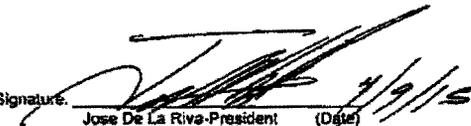
This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our contract work, then the change order will have to be re-quoted. Escalation fees will be based upon but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization fees.

No work on this change order shall commence until written authorization from the G. C./Owner to DLR is received by DLR. Written authorization from the Prime to DLR shall constitute acceptance by the Owner and added to the Contract sum of DLR.

This change order pricing is valid for ten working days from the date of this Change Order.

TOTAL ADD THIS CHANGE ORDER \$ 885.00

Thank you for the opportunity of working with you on this project, we remain
At your service,

Signature:  (Date) 4/9/16
Jose De La Riva-President
De La Riva Construction, Inc.

Signature:  (Date)
Kristen Weger
City of Covina



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 8

DATE: April 21, 2015
PROJECT NO. F-1501
CONTRACT: City Hall Restroom Repairs
CONTRACTOR: De La Riva Construction, Inc.

.....
.....

Restroom Accessories

1. Installation of Four (4) Sloan Solis Solar Powered Electronic Hand Washing Faucets, Five (5) Bobrick B-221 Surface Mounted Seat-Cover Dispensers, Five (5) Bobrick Surface-Mounted Multi-Roll Toilet Tissue Dispensers, Three (3) Bobrick Surface-Mounted Sanitary Napkin Disposal Containers and Two (2) Bobrick Surface-Mounted Paper Towel Dispensers.

Total increase = \$4,620.00

2. Time Extension: Five (5) Calendar Days
3. Change in contract cost: Increase of \$4,620.00

.....

Submitted by _____ Date _____
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, De La Riva Construction, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



**DE LA RIVA
CONSTRUCTION, INC.**

Licensed #873108
GENERAL CONTRACTOR

CHANGE ORDER NO. 8

To	City of Covina Public Works Dep. 125 E. College Street Covina, California 91723-2199	Date:	April 10th, 2015
		RFI Number:	None
		Bulletin Number:	
Project:	City of Covina Emergency ADA Restroom Modifications	DLR OTP Number:	
Additional Time Required:	5 Calendar Days	Job Number:	150070
		Building Number:	Covina City Hall
Attention:	Kristen Weger		

Subject: Per our discussions and email confirmations, De La Riva has been requested to exchange and provide and install new items to the restrooms as per City of Covina Request. Below is the total amount for the material, equipment, and labor cost for the additional work that is to be done regarding the additional items the City would like installed in the restrooms that were not as per plans and specs. Attached is the breakdown requested by the City for the Labor and Equipment of the extra work. All exchange items have been taken into account and deductions of those items have been made as per discussions.
This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our contract work, then the change order will have to be re-quoted. Escalation fees will be based upon but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization fees.

No work on this change order shall commence until written authorization from the G. C./Owner to DLR is received by DLR. Written authorization from the Prime to DLR shall constitute acceptance by the Owner and added to the Contract sum of DLR.

This change order pricing is valid for ten working days from the date of this Change Order.

TOTAL ADD THIS CHANGE ORDER \$ 4,820.00

Thank you for the opportunity of working with you on this project, we remain,
At your service.

Signature:  4/13/15	Signature:  4/13/15
José De La Riva-President (Date) De La Riva Construction, Inc.	Kristen Weger (Date) City of Covina

- Change Order #9: Remove thirty-four decorative lights from project, as these lights will be installed under Project F-1414, City LED retrofit project at a lower cost and receive energy incentives from Edison if included in Project F-1414; decrease of \$68,000 to contract cost.

Change Orders #6 and #7 were returned to the contractor for additional review by the City Engineer and will be brought forward for approval at a later date.

EXHIBITS

- A. Change Orders #1, #2, #3, #4, #5, #8, and #9.

Respectfully submitted,



Alex Gonzalez/Acting Director
Public Works Department



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

www.covinaca.gov

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No.1

DATE: April 15, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

Furnish and Install Conduit and Pull boxes for CCTV Camera System.

- | | |
|---|-----------------------------|
| 1. Furnish and Install 2" PVC SCH 80 Conduit | Total increase = \$2,745.00 |
| 2. Furnish and Install 3" PVC SCH 80 Conduit | Total increase = \$9,840.00 |
| 3. Furnish and Install 4" PVC SCH 80 Conduit | Total increase = \$1,640.00 |
| 4. Furnish and Install 5" pull boxes | Total increase = \$2,000.00 |
| 5. Subcontractor Markup per Contract Special provisions. | Total increase = \$486.75 |
| 6. Eliminate line item 88 relocating CCTV cameras, and
Line item 89 CCTV Conductors and cables | Total decrease= \$16,000.00 |
| 7. Time Extension: 4 days. | |
| 8. Change in contract cost: Increase of \$711.75 | |

Submitted by: Karen Sub Date 4/21/15
Title: City Engineer

Accepted by: [Signature] Date 4/21/15
Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director

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

HILLCREST CONTRACTING, INC.

License No. 471864

March 10, 2015

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATTN: Laura Lara

REF: Pedestrian & Metrolink Station Improvements
Project No. T-0814B

RE: COR#001- Furnish & Install Conduit & Pull Boxes for CCTV Camera System

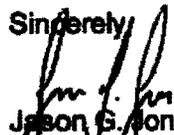
Dear Laura,

We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	Furnish & Install 2" pvc sch 80 conduit	180	LF	\$ 15.25	\$ 2,745.00
2	N/A	Furnish & Install 3" pvc sch 80 conduit	820	LF	\$ 12.00	\$ 9,840.00
3	N/A	Furnish & Install 4" pvc sch 80 conduit	40	LF	\$ 41.00	\$ 1,640.00
4	N/A	Furnish & Install 5" Pull Boxes	8	EA	\$ 250.00	\$ 2,000.00
M/U		Subcontractor Mark-up 3%	1	LS	\$ 486.75	\$ 486.75
						\$ -
TOTAL THIS REQUEST:						\$ 16,711.75

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,



Jason G. Jones
Hillcrest Contracting, Inc.
JOB: 2618



Lic # 822450, C10

CCO QUOTATION

Project Description:	Pedestrian and Metrolink Station City Project No. T-0814B
Owner/Contact:	City of Covina
Bid Date:	March 9, 2015

Item #	Description of Work	Quantity	Unit	Unit Price	Extension
1	Furnish & Install 2" pvc sch 80 Conduit for CCTV Camera System (includes conduit in pole foundation)	180	Lf	\$15.25	2,745.00
2	Furnish & Install 3" pvc sch 80 Conduit for CCTV Camera System	820	Lf	\$12.00	9,840.00
3	Furnish & Install 4" pvc sch 80 Conduit for CCTV Camera System	40	Lf	\$41.00	1,640.00
4	Furnish & Install #5 Pull Boxes for CCTV Camera System	8	Ea	\$250.00	2,000.00
Grand Total					\$ 16,225.00

EXCLUSIONS: Bond, survey, permits and fees, inspection fees, engineering fees, utility fees, railroad insurance and training, signage & striping.

Prepared by: Kevin Moore

4938 E. La Palma Ave. Anaheim, CA 92807 - Tel (714) 693-4837, Fax (714)693-4838
Mobile # (714) 713-2409
SBE Cert #59314



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No.2

DATE: April 15, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

.....
.....

Install/Remove Project Banner and Signs.

- 1. Install/remove Project Banner and Signs

Total increase = \$1,813.69

- 2. Time Extension: none.

- 3. Change in contract cost: Increase of \$1,813.69

.....
Submitted by Karen Saha Date 4/21/15
Title: City Engineer

Accepted by: [Signature] Date 4/21/15
Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director

HILLCREST CONTRACTING, INC.

License No. 471664

March 11, 2015

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATT Laura Lara

REF Pedestrian & Metrolink Station Improvements
Project No. T-0814B

RE: COR#002- Install/Remove Project Banner & Signs

Dear Laura,

We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	Install/Remove Project Banner & Signs	1	LS	\$ 1,813.69	\$ 1,813.69
						\$ -
TOTAL THIS REQUEST:						\$ 1,813.69

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,


Jason G. Jones
Hillcrest Contracting, Inc.
JOB: 2618

Details Report For : COVINA METROLINK EXTRAS

Hillcrest Contracting

JASON JONES

3/11/2015

Pl.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Priced	Total Price
1	4	INSTALL/REMOVE PROJECT BANNER & SIGNS	1.00	LS	\$1,609.22	\$1,609.22	12.70	1,813.89	\$1,813.89

Activity INSTALL PROJECT BANNER & SI **Crew** MISCELLANEOUS **Activity Qty** 1.00 LS

Rate:		Days:		TotalCost:	1,296.47
Day:	1.00 LS	3 EA	Labor	1.00	
Hour:	0.50 LS		Equipment	1.00	
			Actual:	1.00	
				UnitCost:	1,296.470

Labor	Quantity	Hours	Days	Unit Cost	
GENFO GENERAL FOREMAN G	1.00	2.00 HR	1.00	\$77.70	\$155.41
LAB 1 LABORER GROUP 1	1.00	2.00 HR	1.00	\$58.67	\$117.34
				Total	\$272.75

Equipment	Quantity	Hours	Days	Unit Cost	
TRPU PICKUP TRUCK	1.00	2.00 HR	1.00	\$20.00	\$40.00
				Total	\$40.00

Material	Quantity	Unit Cost	
SIGNS PROJECT SIGNS	1.00	\$671.16	\$671.16
PLYW PLYWOOD .75"	1.00	\$162.56	\$162.56
		Total	\$833.72

Other	Quantity	Unit Cost	
DELVE DELIVERY OF MATERI	1.00	\$150.00	\$150.00
		Total	\$150.00

Act Note:

Details Report For : COVINA METROLINK EXTRAS

Hillcrest Contracting

JASON JONES

3/11/2015

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
1	4	INSTALL/REMOVE PROJECT BANNER & SIGNS	1.00	LS	\$1,609.22	\$1,609.22	12.70	1,813.69	\$1,813.69

Activity	REMOVE BANNER & SIGNS	Crew	MISCELLANEOUS	Activity Qty	1.00 LS
	Rate:			TotalCost:	312.75
Day:	1.00 LS	3 EA	Labor	Days:	1.00
Hour:	0.50 LS		Equipment	UnitCost:	312.750
			Actual:		1.00
Labor		Quantity	Hours	Days	Unit Cost
GENFO GENERAL FOREMAN G	1.00	2.00	HR	1.00	\$77.70
LAB 1 LABORER GROUP 1	1.00	2.00	HR	1.00	\$68.67
				Total	\$272.75
Equipment		Quantity	Hours	Days	Unit Cost
TRPU PICKUP TRUCK	1.00	2.00	HR	1.00	\$20.00
				Total	\$40.00
Other				Quantity	Unit Cost
PLUG PLUG DETAILS				1.00	\$0.00
				Total	\$0.00

Act Note:

Item Note:

	Cost	%MU	Price
Labor			
Equip			
Equip.Rent			
Material			
Transportation			
Sub/Service			
Other			
Bond			
Total Bid			
Total Margin			



A Cone Zone, Inc.
 160 N. Joy St.
 Corona, CA 92879
 951-734-9535
 Fax 951-734-2887
 LIC# 851898 C-31

SALES QUOTATION

Quote Date	Quote ID
3/11/2015	RJ150311

Valid Through: 4/10/2015

HILLCREST CONTRACTING

JASON JONES
 PO BOX 1898
 CORONA, CA 92878-1898
 Phone: 951-273-9600
 Fax: 951-273-9608
 Email: jason@hillcrestcontracting.com

Job Location:
 WILL CALL
 CORONA
 Quote Created By: Estimator

Item Description	Price	UOM	Quantity	Total
BANNER 206.5"X 54"W/GROMETS (METROLINK ETC.. & COLOR LOGOS) *	\$344.00	EACH	1	\$344.00
72"X48"(PLYWOOD) METROLINK ETC.. W/COLOR LOGOS *	\$138.72	EACH	2	\$277.44

Note: The * indicates taxable items.

NOTE: CUSTOMER WILL SUPPLY THE PLYWOOD.

* UDBE/WBE/SBE CERTIFIED *

SUBTOTAL	\$621.44
SALES TAX (8%)	\$49.72
QUOTE TOTAL	\$671.16

Add'l Terms: Invoices are payable with Terms of Net 30 Days.

Any job over \$2,500 is mandatory to provide California 20-Day Preliminary Lien Information.

This quote is confidential and intended for addressed recipient only and is not to be disclosed to any other company(s) and/or person(s).

We are UDBE/WBE/SBE CERTIFIED!

 Estimator
 A Cone Zone, Inc.
 Date 3/11/2015

Visit Our Website at www.AConeZone.com

Accepted By:

 Signature Date

 Print Name

 Title

 Company



PURCHASE ORDER

1457 CIRCLE CITY DRIVE
P.O. BOX 1898
CORONA, CA 92578-1898

PHONE (951)273-9500
FAX (951)273-8608

P. O. No: 58861
Job No: 2618
Date: 3/2/2015

VENDOR: Ganahl Lumber
P.O. Box 1328

Ship To: COVINA METROLINK
COVINA

Corona, CA 91718-1328
Phone No. (951) 278-4000 FAX No. (951) 278-4001

Quote No.

Job Location: PEDESTRIAN - METROLINK STATION

Item	Description	Quantity	UM	Unit Price	Extended Price
1	plywood	4.00	EA	40.640	162.56

Total Purchase Order **\$162.56**

Price Conditions:

Remarks: 5/8 in x4x8 cut down to 4x6 plywood for project signs

Ordered by: Shop

Signature: _____

Note: The Job Number and the Purchase Order Number must be included on your Invoice for payment. If this information is missing, your invoice will be returned to you.



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No.3

DATE: April 15, 2015

PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)

CONTRACT: Pedestrian and Metrolink Improvements Project

CONTRACTOR: Hillcrest Contracting, Incorporated.

.....
.....

Revised- Remove and Replace Front Street Entry with 12" PCC Band.

1. Remove & Replace Front Street Entry- Pavers, Grind, And Asphalt Overlay not included.

Total increase = \$14,153.60

2. Adding 12" PCC Band, eliminate 75SF of line item 39- Brick pavers (basket weave pattern) at \$19/sf

Total decrease= \$1,425.00

3. Time Extension: 3 days

4. Change in contract cost: Increase of \$12,728.60

.....
 Submitted by *Kenneth Selman* Date 4/21/15
 Title: City Engineer

Accepted by: *[Signature]* Date 4/21/15
 Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
 Title: Interim Public Works Director

HILLCREST CONTRACTING, INC.

License No. 471664

March 25, 2015

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATT Laura Lara

REF Pedestrian & Metrolink Station Improvements
Project No. T-0814B

**REVISED COR#003- Remove & Replace Front St. Entry w/12" PCC Band - Pavers,
RE: Grind and Asphalt Overlay Not Included**

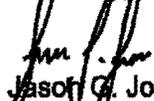
Dear Laura,

We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	Remove & Replace Front St. Entry w/12" PCC Band - Pavers, Grind and Asphalt Overlay NOT Included	1	LS	\$14,153.60	\$ 14,153.60
						\$ -
TOTAL THIS REQUEST:						\$ 14,153.60

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,



Jason G. Jones
Hillcrest Contracting, Inc.
JOB:2618

Details Report For : PEDESTRIAN - METROLINK STATION IMP. P

Hillcrest Contracting

JERRY BLAIR

3/25/2015

<i>Pk.</i>	<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Unit Cost</i>	<i>Total Cost</i>	<i>Margin%</i>	<i>Unit Price</i>	<i>Total Price</i>
X 1		REMOVE & REPLACE FRONT ST ENTRY - NO PAVERS	1.00	LS	\$12,000.54	\$12,000.54	17.94	14,163.60	\$14,163.60

<i>Activity</i>	REMOVE AC & BRICK PAVERS	<i>Crew</i>	REMOVE AC	<i>Activity Qty</i>	1.00 LS
	<i>Rate:</i>			<i>Days:</i>	<i>TotalCost:</i> 2,625.49
Day:	1.00 LS	650 SF / 19	Labor	1.00	<i>UnitCost:</i> 2,625.490
Hour:	0.10 LS		Equipment	1.00	
			Actual:	1.00	

<i>Labor</i>		<i>Quantity</i>	<i>Hours</i>	<i>Days</i>	<i>Unit Cost</i>	
GENFO	GENERAL FOREMAN G	1.00	4.00 HR	1.00	\$77.70	\$310.81
LAB 1	LABORER GROUP 1	1.00	4.00 HR	1.00	\$58.67	\$234.68
Total						\$545.49
<i>Equipment</i>		<i>Quantity</i>	<i>Hours</i>	<i>Days</i>	<i>Unit Cost</i>	
TRPU	PICKUP TRUCK	1.00	4.00 HR	1.00	\$20.00	\$80.00
BKHOE	BACKHOE	1.00	4.00 HR	1.00	\$135.00	\$540.00
SAW	SAW CUT	1.00	4.00 HR	1.00	\$125.00	\$500.00
Total						\$1,120.00
<i>Trucks</i>		<i>Quantity</i>	<i>Unit Cost</i>			
TRKSU	SUPER 10 DUMP TRUC	8.00	\$90.00		\$720.00	
Total						\$720.00
<i>Other</i>		<i>Quantity</i>	<i>Unit Cost</i>			
DMP	DUMP FEE - TRASH	3.00	\$80.00		\$240.00	
Total						\$240.00

Act Note:

Details Report For : PEDESTRIAN - METROLINK STATION IMP. P

Hillcrest Contracting

JERRY BLAIR

3/25/2015

Pk.	Item	Description	Quantity	UM	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
X 1		REMOVE & REPLACE FRONT ST ENTRY - NO PAVERS	1.00	LS	\$12,000.54	\$12,000.54	17.94	14,163.60	\$14,163.60

Activity SKIPLOADER GRADING **Crew** GRADING SKIPLOADER CR **Activity Qty** 1.00 LS

Rate:		Days:		TotalCost:	
Day:	1.00 LS	650 SF	Labor	1.00	1,764.29
Hour:	0.30 LS		Equipment	1.00	1,764.290
			Actual:	1.00	

Labor	Quantity	Hours	Days	Unit Cost	
GENFO GENERAL FOREMAN G	1.00	4.00 HR	1.00	\$77.70	\$310.81
LAB 1 LABORER GROUP 1	1.00	4.00 HR	1.00	\$58.87	\$234.68
LGC GUINEA CHASER LABO	1.00	4.00 HR	1.00	\$59.54	\$238.15
				Total	\$783.64

Equipment	Quantity	Hours	Days	Unit Cost	
TRPU PICKUP TRUCK	1.00	4.00 HR	1.00	\$20.00	\$80.00
SKIP SKIPLOADER	1.00	4.00 HR	1.00	\$140.00	\$560.00
TRW20 WATER TRUCK 2000 B	1.00	4.00 HR	1.00	\$60.00	\$200.00
RLPUP ROLLER PUP / Fuel	1.00	4.00 HR	1.00	\$35.00	\$140.00
				Total	\$980.00

Material	Quantity	Unit Cost	
MISC G HUBS, PAINT, STRING	650.00	\$0.00	\$0.85
		Total	\$0.85

Other	Quantity	Unit Cost	
EQM 1 EQUIPMENT MOVE RA	0.00	\$300.00	\$0.00
		Total	\$0.00

Act Note:

Details Report For : PEDESTRIAN - METROLINK STATION IMP. P

Hillcrest Contracting

JERRY BLAIR

3/25/2015

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Prices	Total Price
X	1	REMOVE & REPLACE FRONT ST ENTRY - NO PAVERS	1.00	LS	\$12,000.54	\$12,000.54	17.94	14,153.60	\$14,153.60

Activity	SLOT PATCH	Crew	PAVING CREW HAND WOR	Activity Qty	1.00	LS	
Rate:	1.00	LS	Labor	1.00	TotalCost:	805.09	
Day:	1.00	LS	Equipment	1.00	UnitCost:	805.090	
Hour:	0.50	LS	Actual:	1.00			
Labor		Quantity	Hours	Days	Unit Cost		
GENFO	GENERAL FOREMAN G	1.00	2.00	HR	1.00	\$77.70	\$155.41
LAB 1	LABORER GROUP 1	2.00	2.00	HR	1.00	\$58.67	\$234.68
						Total	\$390.09
Equipment		Quantity	Hours	Days	Unit Cost		
TRPU	PICKUP TRUCK	1.00	2.00	HR	1.00	\$20.00	\$40.00
TRCRE	CREW TRUCK	1.00	2.00	HR	1.00	\$40.00	\$80.00
RLPUP	ROLLER PUP / Fuel	1.00	2.00	HR	1.00	\$35.00	\$70.00
						Total	\$190.00
Material					Quantity	Unit Cost	
AC	AC - ALL AMERICAN AS				4.00	\$55.50	\$222.00
ACENV	ACENVR - ALL AMERIC				1.00	\$3.00	\$3.00
						Total	\$225.00

Act Note:

Item Note:

	Cost	%MU	Price
Labor			
Equip			
Equip.Rent			
Material			
Transportation			
Sub/Service			
Other			
Bond			

Total Bid

Total Margin

HILLCREST CONTRACTING

General Engineering Contractors

License #471664A

April 16, 2015

Mr. Kamran Sabar
City Engineer
City of Covina
125 E. College St.
Covina, CA 91723

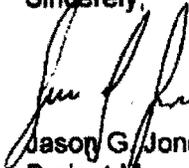
**RE: Request for Additional Working Days Due to Addition of Front St.
Driveway - Covina Pedestrian and Metrolink Improvements**

Dear Mr. Sabar:

Hillcrest Contracting requests that an additional 3 working days be added to the contract project timeline due to addition of the Front St. driveway.

Please call me at 951-283-5601 if you are need of any additional information relating to this letter.

Sincerely,



Jason G. Jones
Project Manager
Hillcrest Contracting, Inc.



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 4

DATE: April 15, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

Modified Curb Ramp on west side of Citrus Avenue across from Metrolink Parking Lot.

- | | |
|---|-----------------------------|
| 1. Additional 18 lf of Hand rail-line item 34 at \$185/lf | Total increase = \$3,330.00 |
| 2. Additional 36 lf of curb- line item 10 at \$33/lf | Total increase = \$1,188.00 |
| 3. Additional 4'x3' Truncated Dome | Total increase = \$300.00 |
| 4. Time Extension: None | |
| 5. Change in contract cost: Increase of \$4,818.00 | |

Submitted by *Koushan Subh* Date 4/21/15
Title: City Engineer

Accepted by: *[Signature]* Date 4/21/15
Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director

HILLCREST CONTRACTING, INC.

License No. 471664

March 16, 2015

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATT Laura Lara

REF Pedestrian & Metrolink Station Improvements
Project No. T-0814B

COR#004 - Modified Curb Ramp on west side of Citrus Ave. across from Metrolink
RE: Parking Lot

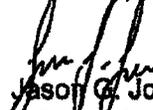
Dear Laura,

We are requesting a change order for the additional work as follows:

Item	DATE PERFO RMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	Additional Hand Rail	18	LF	\$ 185.00	\$ 3,330.00
2	N/A	Additional Curb	36	LF	\$ 33.00	\$ 1,188.00
3	N/A	Additional 4'x3' Truncated Dome	1	EA	\$ 300.00	\$ 300.00
TOTAL THIS REQUEST:						\$ 4,818.00

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,


Jason G. Jones
Hillcrest Contracting, Inc.
JOB:2618



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 5

DATE: April 15, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

.....
.....

Curb, Clearing, and Domes

- 1. Additional plaza modifications, curb, and domes.

Total increase = \$6,664.43

- 2. Time Extension: None

- 3. Change in contract cost: Increase of \$6,664.43

.....
Submitted by *Raman Seh* Date 4/21/15
Title: City Engineer

Accepted by: *[Signature]* Date 4/21/15
Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director

HILLCREST CONTRACTING, INC.

License No. 471664

April 7, 2015

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATTN: Laura Lara

REF: Pedestrian & Metrolink Station Improvements
Project No. T-0814B

RE: REVISED COR#005 - Curb & Domes

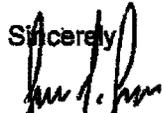
Dear Laura,

We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	Add'l Plaza curb & domes	1	LS	\$ 6,664.43	\$ 6,664.43
TOTAL THIS REQUEST:						\$ 6,664.43

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,



Jason G. Jones
Hillcrest Contracting, Inc.
JOB: 2618

Details Report For : COVINA METROLINK EXTRAS

Hillcrest Contracting

JASON JONES

4/7/2015

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Prices	Total Price
1	5	ADDITIONAL PLAZA CURB AND DOMES	1.00	LS	\$5,878.14	\$5,878.14	17.35	6,864.43	\$6,864.43

Activity FORM & POUR 6" CURB **Crew** TEN (10) MEN CONCRETE **Activity Qty** 1.00 LS

Rate:		Days:		TotalCost:	
Day:	1.00 LS	99 LF	Labor	1.00	1,915.75
Hour:	0.50 LS		Equipment	1.00	1,915.750
			Actual:	1.00	

Labor	Quantity	Hours	Days	Unit Cost	
4MPCC FOREMAN CONCRETE	1.00	2.00 HR	1.00	\$78.49	\$156.98
MAS CEMENT MASON	6.00	2.00 HR	1.00	\$83.82	\$765.84
TEAMS TEAMSTER III	1.50	2.00 HR	1.00	\$82.00	\$185.99
LABPC LABOR CONCRETE W	3.00	2.00 HR	1.00	\$58.67	\$352.01
Total					\$1,460.82

Equipment	Quantity	Hours	Days	Unit Cost	
TRPU PICKUP TRUCK	1.00	2.00 HR	1.00	\$20.00	\$40.00
TRFOR FORM TRUCK	1.00	2.00 HR	1.00	\$50.00	\$100.00
Total					\$140.00

Material	Quantity	Unit Cost	
CON5.5 CONCRETE 5.5 SACK	3.00	\$80.81	\$242.43
CONLO CONCRETE LOAD ENVI	1.00	\$50.00	\$50.00
MISC02 MISC CONCRETE SUP	3.00	\$2.50	\$7.50
MISC L CONCRETE LUMBER, E	3.00	\$5.00	\$15.00
Total			\$314.93

Act Note:

Details Report For : COVINA METROLINK EXTRAS

Hillcrest Contracting

JASON JONES

4/7/2016

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
1	6	ADDITIONAL PLAZA CURB AND DOMES	1.00	LS	\$5,678.14	\$5,678.14	17.36	6,664.43	\$6,664.43

Activity	GRADE CURB	Crew	GRADING SKIPLOADER CR	Activity Qty	1.00	LS	
	Rate:						
Day:	1.00 LS	99 LF	Labor	1.00	TotalCost:	1,501.83	
Hour:	0.50 LS		Equipment	1.00	UnitCost:	1,501.830	
			Actual:	1.00			
Labor		Quantity	Hours	Days	Unit Cost		
GENFO	GENERAL FOREMAN G	1.00	2.00 HR	1.00	\$77.70	\$155.41	
LAB 1	LABORER GROUP 1	1.00	2.00 HR	1.00	\$58.67	\$117.34	
LGC	GUINEA CHASER LABO	1.00	2.00 HR	1.00	\$59.54	\$119.08	
					Total	\$391.83	
Equipment		Quantity	Hours	Days	Unit Cost		
TRPU	PICKUP TRUCK	1.00	2.00 HR	1.00	\$20.00	\$40.00	
SKIP	SKIPLOADER	1.00	2.00 HR	1.00	\$145.00	\$290.00	
TRW20	WATER TRUCK 2000 B	1.00	2.00 HR	1.00	\$50.00	\$100.00	
RLPUP	ROLLER PUP / Fuel	1.00	2.00 HR	1.00	\$40.00	\$80.00	
					Total	\$510.00	
Other					Quantity	Unit Cost	
EQM 1	EQUIPMENT MOVE RA				2.00	\$300.00	\$600.00
					Total	\$600.00	

Act Note:

Activity	TRUNCATED DOMES	Crew		Activity Qty	1.00	LS	
	Rate:						
Day:	1.00 LS		Labor	1.00	TotalCost:	2,260.56	
Hour:	0.10 LS		Equipment	1.00	UnitCost:	2,260.560	
			Actual:	1.00			
Labor		Quantity	Hours	Days	Unit Cost		
MAS	CEMENT MASON	4.00	2.00 HR	1.00	\$63.82	\$510.56	
					Total	\$510.56	
Material					Quantity	Unit Cost	
DETWS	DETECTABLE WARNIN				6.00	\$350.00	\$1,760.00
					Total	\$1,750.00	

Act Note:

Item Note:



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 8

DATE: April 20, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

Excavation and exploration of settled area in parking lot.

1. Removal of settled area in parking lot and try to determine reason for settling. Total increase = \$3,757.18
2. Removal of concrete and asphalt at dig out. Total increase = \$1,036.15
3. Time Extension: None.
4. Change in contract cost: Increase of \$4,793.33

Submitted by Korinn Selz Date 4/21/15
Title: City Engineer

Accepted by: [Signature] Date 4/21/15
Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director

HILLCREST CONTRACTING, INC.

License No. 471684

April 20, 2015

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATTN: Laura Lara

REF: Pedestrian & Metrolink Station Improvements
Project No. T-0814B

RE: COR#008 - Excavation and Exploration of settled area in Parking Lot

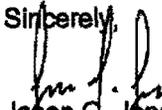
Dear Laura,

We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
46971	04/06/15	Removal of settled area in parking lot & try to determine reason for settling	1	LS	\$ 3,757.18	\$ 3,757.18
46972	04/07/15	Removal of concrete & asphalt at dig out	1	LS	\$ 1,036.15	\$ 1,036.15
TOTAL THIS REQUEST:						\$ 4,793.33

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,


Jason G. Jones
Hillcrest Contracting, Inc.
JOB: 2818

HILLCREST CONTRACTING

46971

General Engineering Contractors

P.O. Box 1898 • Corona, CA 91718-1898

AUTHORIZATION FOR EXTRA WORK OR CHANGE IN PLANS

MONDAY

CUSTOMER'S NO. _____ JOB NO. 2618 ITEM NO. _____ DATE 4/2/15

BILL TO: CITY OF COVINA

LOCATION OF WORK: METROLINK PARK LOT

DESCRIPTION OF WORK: REMOVAL OF SETTLED AREA IN PARK

LOT VIE COULD TRY AND DETERMINE REASON FOR

SETTLING
ESTIMATOR: JERRY BLAIR

TYPE OF LABOR, EQUIPMENT OR MATERIALS USED	FOR OFFICE USE ONLY		
	HOURS/ QUANTITY		RATE
1 - FOREMAN ^{Bill Tremble} w/pick up	5	X	=
1 - LABOR ^{Allan Midaigo}	3	X	=
1 - BACK HOE ^{K.P.} w/operator	3	X	=
1 - LABOR ^{Kenny White}	3	X	=
1 - BOB TAIL TRUCK ^{Erick MORALES} w/operator	4	X	=
1 - SKIP LOADER ^{Kenny White} w/operator	3	X	=
2 - DUMP FEE'S L.B. CRUSHING	2 Loads		\$ 155.00 = 310.00
BASE LB CRUSHING	14.04 x Ton		3.86 = 54.19
1 - CONC ^{Albert RAYA} SAW w/operator	2	X	=
1 - OPERATOR	4	X	=
		X	=
		X	=
		X	=
		X	=
SUBTOTAL:			
TOTAL:			

FORM NO. 001 (REV. 6/99)



[Signature] Hillcrest Representative [Signature] Customer's Representative

WHEN WORK IS DONE ON EQUIPMENT RENTAL BASIS LIST ALL EQUIPMENT USED AND NUMBER OF HOURS USED.
WHITE - Office Copy CANARY - Customer Copy PINK - Field Copy



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 9

DATE: April 20, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

Remove item 18, 34 decorative luminaires on existing electrolier which will be replaced under City's LED retrofit project F-1414.

1. Remove line item 18- 34 decorative luminaire on existing electrolier, at \$2,000 each.

Total decrease = \$68,000.00

2. Time Extension: None.

3. Change in contract cost: Decrease of \$68,000.00

Submitted by Karen Sch Date 4/20/15
Title: City Engineer

Accepted by: [Signature] Date 4/21/15
Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
Title: Interim Public Works Director



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No.1

DATE: March 24, 2015

PROJECT NO. T-0733

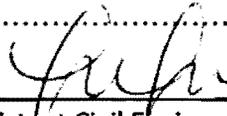
CONTRACT: Glendora Avenue and Cienega Street Traffic Signal Installation

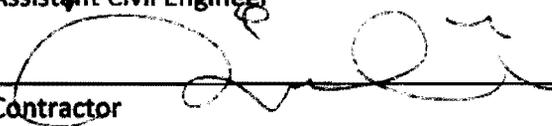
CONTRACTOR: California Professional Engineering, Inc.

.....
.....

- 1. Demo of Culvert, including concrete. Total increase = \$14,030.00
- 2. Additional ADA curb ramps, Qty 2. Total increase = \$16,445.00
- 3. Additional Potholing & Exploration, 2 days. Total increase = \$5,826.18
- 4. SV-2-T Framework Vehicle Signals & SP-2-T Framework w/pedestrian signals (Loc C) & PPB post instead of 15 TS pole (Loc D) (Per Revised Plan). Total increase = \$1,898.40
- 5. 30' Arm instead 25' and rotate luminaire arm (Per Revised Plan) Total increase = \$4,646.50
- 6. Thermoplastic instead of paint. Total increase = \$1,362.75
- 7. Time Extension: 10 days
- 8. Change in contract cost: Increase of \$44,208.83

.....

Submitted by  Date 3/24/15
Title: Assistant Civil Engineer

Accepted by:  Date 3/27/15
Title: Contractor

Approved by: _____ Date _____
Title: Interim Public Works Director

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

ORIGINAL COST PROPOSAL

CCO#1 (Per City's Request)

Demo of Culvert, Including Concrete.	\$ 14,030.00
--------------------------------------	--------------

Additional Wheel Chair Ramps, Qty 2	\$ 16,445.00
-------------------------------------	--------------

Additional Potholing & Explorations, 2 Days Performed 2/24/15 - 2/25/15	\$ 5,500.00
--	-------------

SV-2-T Framework w/ Vehicle Signals & SP-2-T Framework w/ Pedestrian Signals (Loc C) & PPB Post Instead of 15TS Pole (Loc. D) (Per Revised Plan)	\$ 2,000.00
---	-------------

DETAILED COST BREAKDOWN (Per City's Request)

Quote Mark Up Extended Total

\$ 12,200.00	15%	\$ 14,030.00
See attached.		

\$ 14,300.00	15%	\$ 16,445.00
See attached.		

3 LABORERS		
\$ 67.63	15%	\$ 3,733.18
(PER HR)		
BACKHOE		
\$ 41.15	15%	\$ 757.16
(PER HR)		
AIR COMP.		
\$ 36.56	15%	\$ 672.70
(PER HR)		
WORK TRUCK		
\$ 36.04	15%	\$ 663.14
(PER HR)		

\$ 1,582.00	20%	\$ 1,898.40
See attached.		

30' Arm instead of 25' (Per Revised Plan)	\$ 3,460.00
--	-------------

\$ 2,540.00	20%	\$ 3,048.00
See attached.		

Rotate Luminaire Arm (Per Revised Plan)	
--	--

\$ 1,390.00	15%	\$ 1,598.50
See attached invoice.		

CCO #1 Grand Total	\$ 41,435.00
---------------------------	---------------------

CCO#1 GRAND TOTAL	\$ 42,846.08
--------------------------	---------------------

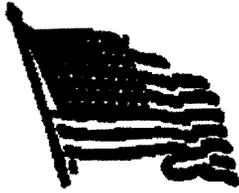
*Please allow this breakdown and any revisions to supercede original cost proposal submitted 3/9/15.

CCO#2 Thermoplastic Instead of Paint

Thermoplastic Instead of Paint	\$	1,362.75
Change to Striping Request		

See attached.

CCO #2 Grand Total	\$	1,362.75
---------------------------	-----------	-----------------



ALL AMERICAN ASPHALT

Engineering - Contractors - Asphalt Paving

CAL STATE
LIC. #267073A

400 East Sixth St.

P.O. Box 2229

Corona, California 92878-2229

Telephone: (951) 736-7600 FAX: (951) 736-7646

Serving: Los Angeles, Orange, Riverside, and San Bernardino Counties

To: VAN NGUYEN
CALIFORNIA PROFESSIONAL ENG.
917 OTTERBEIN AVE., UNIT E
LA PUENTE, CA 91748
Phone 626-810-1338 Fax 626-810-1322

Date: 3/18/2015
From: Cody Gawryluk
Quote No. 693

We propose to furnish you labor and material in strict accordance with the plans and specifications as follows:

**T.S. INSTALLATION AT CIENEGA ST. & GLENDORA AVE.
CITY OF COVINA**

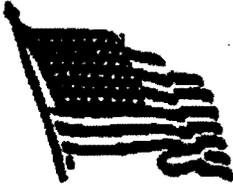
Item No.	Description	Quantity	U/M	UnitPrice	Total Price
1	1 ABANDON BOX CULVERT & REMOVE AND REPLACE PCC SIDEWALK (6' X 30')	1.0	LS	12,200.000	12,200.00
					12,200.00
Total Proposal Price:					\$12,200.00

Special Conditions:

Quotation Note:

*****IMPROVEMENTS TO BE CONSTRUCTED PER ORIGINAL COST PROPOSAL CONDITIONS (QUOTE NO. 525) AND THE CITY OF COVINA STANDARD SPECIFICATIONS*****

Date: _____ Accepted by: _____



ALL AMERICAN ASPHALT

Engineering - Contractors - Asphalt Paving

CAL. STATE
LIC. #267073A

400 East Sixth St.

P.O. Box 2229

Corona, California 92878-2229

Telephone: (951) 736-7600 FAX: (951) 736-7646

Serving: Los Angeles, Orange, Riverside, and San Bernardino Counties

To: VAN NGUYEN
CALIFORNIA PROFESSIONAL ENG.
917 OTTERBEIN AVE., UNIT E
LA PUENTE, CA 91748
Phone 626-810-1338 Fax 626-810-1322

Date: 3/8/2015
From: Cody Gawryluk
Quote No. 693

We propose to furnish you labor and material in strict accordance with the plans and specifications as follows:

**T.S. INSTALLATION AT CIENEGA ST. & GLENDORA AVE.
CITY OF COVINA**

Item No.	Description	Quantity	U/M	Unit Price	Total Price
1	1 REMOVE AND REPLACE PCC ACCESS RAMP PER CITY OF COVINA STD. PLANS	2.0	EA	7,150.000	14,300.00
					14,300.00
Total Proposal Price:					\$14,300.00

Special Conditions:

Quotation Note:
*****IMPROVEMENTS TO BE CONSTRUCTED PER ORIGINAL COST PROPOSAL CONDITIONS (QUOTE NO. 525) AND THE CITY OF COVINA STANDARD SPECIFICATIONS*****

Date: _____ Accepted by: _____

Logan – Q.C. & Engineering
P.O. Box 111 Valyermo, CA 93563-0111
 Cell: 661/609-8956, Phone/Fax: 661/944-5144, email: loganqce@gmail.com, www.loganqce.com

STATEMENT/INVOICE

March 19, 2015

INVOICE No. 12-078

Job/Project No.: 801/Covina

Terms: Payment at Work Site

To: California Professional Engineers, Inc.
 929 Otterbein Avenue, Unit E
 La Puente, CA 91748
 626/810-1338
 Attn: Ms. Diem Chu
 email: diem@cpengineeringinc.com

Quantity	Description	Amount
----------	-------------	--------

Work Location:
 C.P.E.I. Yard
 La Puente, CA 91748

- | | | |
|-------|---|--|
| 1 Job | Alter one (1) Type 19 Signal Standard as follows:

A.) Part/remove 1'-0" from upper (top) shaft, as directed.
A.1) Part/salvage/prepare Luminaire Mast Arm Connection assy.
B.) Fit-up and install by welding Luminaire Mast Arm Connection [A.1.) above] at perspective location on lower reconfigured pole system, positioned 90° counter-clockwise (in the plan view) to the Signal Mast Arm Connection, as directed.
C.) Paint welds (by brush), heat affected and 'exposed' metal surfaces w/2 coats of CalTrans approved Organic Zinc Rich Primer (Gray) ['KoldGalv' #920Z]. | |
|-------|---|--|

Amount Due: (per LQCE email 3-18-15).....\$1,390.00 Lot.

Paid Check No.: 33203 . THANK YOU. *Jan Logan*

Notes: 1.) Certificate of Compliance furnished 2 business days - after completion of work.



Superior Pavement Markings, Inc.
 5312 Cypress St
 Cypress, Ca 90630
 Phone 714.995.9100
 Fax 714.995.9400

License# 776306
 Union Local 1184
 darren@superiorpavementmarkings.com

Change Order #1 for Job 3768

Submit To:	Contact:	Job Site
California Professional Engineering 929 Otterbein Ave, Unit E La Puente, Ca 91748	Van Office 626-810 -1338-Fax 626-810 -1322-van@cpengineeringinc.com	Glendora Avenue and Cienega Street Traffic Signall Installation Covina, CA TG: 140801

Date:	Project Manager	Job#
3/4/15	Andrew Lucas	3768

#	Description	Qty	um	Price	Ext Price
-	Additional Cost To Install Thermoplastic In Lieu Of Paint	1	Ls	1,185.00	1,185.00
					\$1,185.00

Description:
 Field Memo reference:

Terms : Due and payable upon completion.	<i>Superior Pavement Markings,</i> by: _____ <small>Subject to office approval</small>	ADDITIONAL COST / CREDIT FOR THIS CHANGE ORDER	\$1,185.00
--	--	---	-------------------

Acceptance of Change Order: I/we accept the within change order. You are authorized to perform the work comprehended hereunder and I/we agree to pay the said amount in accordance with the terms set forth. By signing this change order below I/we agree to the attached Terms and Conditions.

Date: _____ Owner/Customer: _____ by: _____
PLEASE SIGN AND REMIT COPY TO ABOVE ADDRESS

monetary bid in the amount of \$592,960. The highest bid was \$682,355 by Palp Incorporated, DBA Excel Paving Company. The Engineer's estimate for the project was \$600,000.

All Federal-aid contracts must contain special provisions stating that it is the local agency's policy to comply with Part 26 of Title 49, Code of Federal Regulations (CFR) and specify the contractor's obligation under these regulations. Under 49 CFR 26 both Caltrans and local agencies are required to administer a Disadvantaged Business Enterprise (DBE) Program. The DBE Program is intended to ensure a level playing field and foster equal opportunity in Federal-aid contracts.

When establishing the overall DBE goal, Caltrans must include the level of DBE participation that local agencies could contribute. This will include an assessment of the subcontracting opportunities for specific items of work and the DBE availability for specific items of work. In other words, that level of subcontracting opportunities that DBEs could reasonably be expected to compete for on a contract.

All Federal-aid projects are subject to the legislative and regulatory DBE requirements. The DBE goal was placed on this contract, and therefore, the contractor must meet the goal or document a good faith effort to meet the contract goal by using DBEs. If a DBE subcontractor is unable to perform, the contractor must make a good faith effort to replace him or her with another DBE subcontractor if the goal is not otherwise met.

The apparent low bidder, the second low bidder, and the third low bidder must complete and submit the required DBE forms to the City which must be received by no later than 4:00 p.m. on the fourth business day after the bid opening. The apparent lowest three bidders were Gentry Brothers, Incorporated with a bid of \$592,960, All American Asphalt with a bid of \$609,300, and Hardy and Harper Incorporated with a bid of \$621,000.

All three bidders were notified on the day of the bid opening to submit the required DBE commitment form by the deadline and to include written confirmation from each DBE stating that it is participating in the contract. A DBE quote will serve as written confirmation as stated in the Federal provisions. Both Gentry Brothers and All American met the DBE contract goal and were required to submit both the DBE commitment form and written confirmation. Although Gentry Brothers submitted their DBE quote, after further review of their bid, Gentry did not submit Exhibit 12-B, Part I Bidder's List of Subcontractors (DBE and Non-DBE), to meet the required Federal provisions. As such, Gentry Brothers bid was deemed unresponsive. The second lowest monetary bidder was All American Asphalt. All American failed to submit the required DBE confirmation documents by the deadline provided. As such, All American was deemed unresponsive.

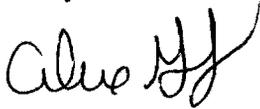
The third lowest monetary bidder for the project was Hardy and Harper, Incorporated with a bid of \$621,000 to perform the work. Hardy and Harper submitted the required DBE commitment form and provided adequate good faith effort documentation with their bid. A review of the project references submitted by Hardy and Harper revealed that Hardy and Harper has completed similar work for a variety of public agencies including the City of Riverside, City of Hesperia, and the County of Los Angeles. Representatives of each of these agencies confirmed that Hardy and Harper had successfully completed the listed projects for their respective agencies and that the agencies were satisfied with the contractor's performance. Accordingly, Hardy and Harper was determined to be the lowest responsive and responsible bidder.

While the lowest responsive and responsible bid for the project is \$621,000, \$625,000 is being requested for allocation to cover any unforeseen contingencies that may present themselves during the project. All unexpended funds will return to the City's STPL reserves upon completion of the project.

EXHIBITS

- A. Bid summary
- B. Resolution No. 15-7349

Respectfully submitted

A handwritten signature in black ink, appearing to read "Alex Gonzalez". The signature is fluid and cursive, with a large initial "A" and "G".

Alex Gonzalez/Acting Director
Public Works Department

EXHIBIT B

RESOLUTION NO. 15-7349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2014-2015 CAPITAL PROJECT FUND BUDGET TO REFLECT AN APPROPRIATION OF \$625,000 FROM SURFACE TRANSPORTATION PROGRAM – LOCAL FUNDS FOR PROJECT NO. P-1304, FEDERAL PROJECT NO. STPL-5118(018), FOR RESURFACING OF HOLLENBECK AVENUE, CYPRESS STREET, ET.AL.

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; and

WHEREAS, the City of Covina wishes to allocate funds for resurfacing of segments of Hollenbeck Avenue and Cypress Street.

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 Capital Project Fund budget as follows:

1. \$625,000 Surface Transportation Fund – Local funds to Capital Project Fund (4300-2200-55310-P1304) for resurfacing of Hollenbeck Avenue, Cypress Street, et.al.

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

PASSED, APPROVED AND ADOPTED this 5th day of May, 2015.

John King, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM;

City Attorney



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE **MAY 5, 2015**

ITEM NO. CC 15

STAFF SOURCE Robert Blackwood, Interim Director Of Human Resources
Marie Klymkiw, Risk Manager *mk*

ITEM TITLE Approve Contracting For Purchasing Employee Life Insurance, Optional Life Insurance, And Long Term Disability Insurance With Voya Financial For a Period Of Three Years, With a Three-Year Premium Rate Guarantee.

STAFF RECOMMENDATION

Approve contracting with VOYA Financial (formerly ING) for the purchase of Employee Life & ADD Insurance, Employee Optional Life Insurance, and Long Term Disability Insurance (LTD) and authorize the City Manager to execute any documents to effectuate the change. VOYA Financial has submitted a proposal for these coverages with a three-year premium rate guarantee. The contract will replace the current contract with Sun Life which staff is recommending be terminated for poor performance.

FISCAL IMPACT

Changing this provider will result in an additional annual cost to the City of \$1,307.04, over the current provider. The annual cost for providing these benefits is \$94,605.00 for LTD and \$32,220.00 for Life and AD & D insurance.

BACKGROUND

For the last year and a half, the City has contracted with Sun Life Insurance for employee Life & AD & D Insurance, Optional Life Insurance and Long Term Disability Insurance. Sun Life was selected over the then current provider, ING (now Voya Financial) as a cost saving measure. Unfortunately, this has not worked out, and Sun Life raised the City's premium rates, even for small changes for which the previous carrier would not have charged. Through negotiations with the City's insurance broker, Keenan & Associates, Voya Insurance will guarantee our premium rates for a period of 3 years, through June 2018.

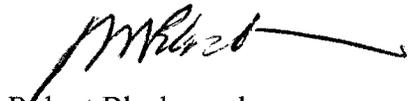
In addition, customer service through Sun Life has not lived up to the standards that the City and City employees have come to expect. Applications for benefits are taking an unacceptable amount of time to process which negatively impacts the ill or injured employee. We are a year and a half into the contract, and Sun Life still has not been successful in correcting billing issues which causes additional costs in staff time to correct. Staff was very pleased with the level of service VOYA provided when they held the contract.

These benefits are provided to City employees as part of the negotiated terms of their respective Memoranda of Understanding.

EXHIBITS

1. City of Covina – Disability Marketing Summary
2. City of Covina – Summary of Basic Life/AD&D Plans

Respectfully submitted

A handwritten signature in black ink, appearing to read 'R. Blackwood', with a long horizontal flourish extending to the right.

Robert Blackwood
Interim Director of Human Resources

	ING	Sun Life	Voya
	30-Day LTD	30-Day LTD 30-Day STD	30-Day LTD
Life Insurance	\$2,991.36	\$2,702.90	\$2,685.00
Short-Term Disability	-	\$2,088.43	-
Long-Term Disability	\$7,078.37	\$2,983.51	\$5,198.76
Monthly Premium	\$10,069.73	\$7,774.84	\$7,883.76
Annual Premium	\$120,836.76	\$93,298.08	\$94,605.12
% Change over current	-	-	1%
\$ Change over current	-	-	\$1,307.04

EXHIBIT 1

CONFIDENTIAL: The information contained in this chart is intended for the exclusive use of the recipient in connection with the recipient's review of this proposal. It is not intended for any other purpose. The information described on this page is only intended to be a summary of your benefits. It does not include all benefit provisions, limitations, exclusions, or qualifications for coverage. Please review your Summary Plan Description (SPD) for a complete summary of your benefits. If the information on this page conflicts in any way with the SPD, the contract provisions of the appropriate policy or plan document (available through your employer) will prevail. The rates outlined are intended as a sample rate comparison only. Final rates may differ and are based upon actual enrollment, plan design(s) selected, and underwriting approval.

City of Covina

Summary of Basic Life/AD&D Plans

		Current	Proposed
Effective Date		7/1/2014	5/1/2015
Renewal Date		7/1/2016	5/1/2018
Carrier	ING	Sun Life Financial	Voya Financial
Eligible Class	Employees working 30+ hours per week	Employees working 30+ hours per week	Employees working 30+ hours per week
Basic Life Benefits			
Class 1 (Police, Management)	\$100,000	1.5x Earnings to \$350,000	1.5x Earnings to \$350,000
Class 2 (All Other Employees)	\$50,000	\$100,000	\$100,000
Class 3 (Retirees)	\$20,000	\$20,000	\$20,000
Guaranteed Issue Amount	\$100,000	\$300,000	\$300,000
Waiting Period	30 days	30 days	1st day of the month
Accelerated Benefit	50% to \$100,000 max	80% to \$500,000 max	75% to \$250,000 max.
Waiver of Premium	To age 65.	To age 65 or 12 months.	Termination or age 65.
Portability	Upon termination of employment or retirement	Termination of employment or retirement at age 70.	Upon "leaving employment" by age 70.
Conversion	Yes; 31-day period	Yes; 31-day period	Upon leaving employment or retiring; 31-day period
Reduction of Benefits Schedule			
Age 65-69	None	None	None
Age 70-74	65%	67%	65%
Age 75 or older	50%	50%	50%
Rate Structure			
Number of Eligible Employees	179	179	179
Volume Benefit	\$17,900,000	\$17,900,000	\$17,900,000
Premium Rate (Basic Life) per \$1,000		\$0.130	\$0.130
Premium Rate (Basic AD&D) per \$1,000		\$0.021	\$0.020
Monthly Premium	\$2,991.36	\$2,702.90	\$2,685.00
Annual Premium	\$35,896.32	\$32,434.80	\$32,220.00

EXHIBIT 2

CONFIDENTIAL: The information contained in this chart is intended for the exclusive use of the recipient in connection with the recipient's review of this proposal. It is not intended for any other purpose. The information described on this page is only intended to be a summary of your benefits. It does not include all benefit provisions, limitations, exclusions, or qualifications for coverage. Please review your Summary Plan Description (SPD) for a complete summary of your benefits. If the information on this page conflicts in any way with the SPD, the contract provisions of the appropriate policy or plan document (available through your employer) will prevail. The rates outlined are intended as a sample rate comparison only. Final rates may differ and are based upon actual enrollment, plan design(s) selected, and underwriting approval.

[PROPOSED]

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2015, by and between the City of Covina (“City”) and the law firm of Richards, Watson & Gershon (“RWG”), a California professional corporation. In consideration of the mutual promises set forth herein, the parties agree as follows:

RECITALS

A. This Agreement is made with respect to the following purposes and facts that each party agrees are true and correct:

B. The City desires to retain RWG to provide legal services for the City, and RWG has agreed to provide such services, pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Work.** RWG shall perform all legal services for the City as directed by the City Council except as provided in Section 5 with respect to conflicts. Legal services shall include the following:

- A. Attendance at City Council meetings;
- B. Legal research and legal advice to the City Council, City Manager and designated City Staff;
- C. Preparation and review of ordinances, resolutions, and agreements as requested;
- D. Representation of the City and City officials and employees in claims and litigation filed by or against the City as requested;
- E. Oversight of legal matters handled by outside counsel;
- F. Performance of the duties and exercise of the authority of a city attorney as provided in the California Government Code, other statutes and the Covina Municipal Code;
- G. Legal services for entities created by the City Council and for the Successor Agency to the Covina Redevelopment Agency; and
- H. Such other legal services as may be directed by the City Council or City Manager from time to time.

2. **Term.** This Agreement shall commence as of _____, 2015 and shall continue in effect until terminated by the City or RWG. City or RWG may terminate this Agreement at any time, with or without cause, on written notice to the other party. City shall

endeavor to provide ten (10) days written notice to RWG but shall not be obligated to do so. RWG shall provide thirty (30) days written notice to City prior to termination of this Agreement. In the event of termination RWG shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship, shall assist the City in transition to a new firm, and shall be compensated for such assistance at the rates provided for in this Agreement.

3. **Designation of City Attorney.** Candice K. Lee shall be designated as City Attorney for the City and Craig A. Steele shall be designated as Senior Counsel. Ms. Lee and Mr. Steele will be the RWG attorneys with responsibility for providing legal services for the City and Ms. Lee will be the primary contact for the City Council and the staff. Other RWG attorneys will be assigned to work on legal matters for the City on an “as-needed” basis under Ms. Lee’s direct supervision.

4. **Compensation.** RWG shall be compensated for the performance of the legal services pursuant to this Agreement as follows:

A. *Compensation Rates.* RWG shall be compensated for the performance of legal services in accordance with the Compensation Rate Schedule for City of Covina (“Compensation Rate Schedule”), attached to this Agreement as Exhibit A and incorporated herein as though set forth in full. The terms of this Agreement and the Compensation Rate Schedule shall apply to legal services performed for entities affiliated with the City that may be established.

B. *Compensation Review.*

1) RWG and City acknowledge that they have agreed on the amount of the Monthly Retainer and other rates set forth in Exhibit A based on estimates of future needs. Prior to June 30, 2017, or as soon as reasonably possible thereafter, RWG and City shall meet to evaluate RWG’s performance and to confirm the amount of RWG’s Monthly Retainer and other hourly rates going forward. The City Council may evaluate RWG’s performance at its discretion.

2) Commencing on July 1, 2017, and on each July 1 thereafter, the rates set forth in Exhibit A shall automatically be increased by a percentage amount equal to the percentage increase in the United States Department of Labor, Bureau of Labor Statistics’ Consumer Price Index for All Urban Consumers for the Los Angeles Anaheim Riverside statistical area (“CPI”) for the twelve month period ending on the immediately prior April 30. Any other adjustments in the rates shall require prior written approval of the City Council. In no event shall the rates set forth in Exhibit A increase automatically by more than three percent (3%) in any given year.

5. **Conflicts of Interest.** RWG shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which RWG is providing legal services under this Agreement. RWG shall not reveal confidential information of the City except with the consent of the City Council or as otherwise required by law. RWG shall notify the City Manager of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved City shall

retain legal counsel and RWG shall assist and cooperate with legal counsel retained by the City Council on the matter for which the conflict arose.

6. **Client Files.**

A. At the conclusion of this Agreement, the original client files for the work performed under this Agreement for the City shall be made available to City. RWG will be entitled to make copies of the client files. At the conclusion of this Agreement, (whether or not City takes possession of the client files) City shall take possession of any and all original contracts, and other such important documents that may be in the client files and RWG shall have no further responsibility with regard to such documents.

B. If City does not take possession of the client files at the conclusion of the Agreement, RWG shall store such client files for a period of at least one (1) year. At the conclusion of such one (1) year period, RWG may send to City a notice, advising of RWG's intention to dispose of the client files. The City shall have sixty (60) days from the date of such notice to take possession of the client files. If City does not take possession of the client files during that time, City agrees that RWG may dispose of the client files without further notice.

C. This section shall survive the expiration of this Agreement.

7. **Indemnification.** RWG agrees to indemnify and hold harmless City, its elected officials, officers, agents and employees from any and all losses to the extent caused by the wrongful or negligent action or inaction of RWG or any person employed by RWG in the performance of this Agreement. This section shall survive the expiration of this Agreement.

8. **Insurance.**

A. *Coverage Levels.* RWG shall maintain at all times during the term of this Agreement policies of insurance with at least the minimum coverage specified below:

1) General liability insurance coverage with a minimum limit of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.

2) Professional liability coverage with a minimum limit of liability of Two Million Dollars (\$2,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate, providing coverage for damages or losses suffered by City as a result of wrongful errors or omissions or neglect by RWG that arises out of the professional services required by this Agreement. Such insurance may be subject to reasonable terms, limitations and conditions and a self-insured retention or deductible to be borne entirely by RWG which shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per claim.

3) Automobile liability insurance for non-owned automobiles in an amount of not less than One Million Dollars (\$1,000,000).

4) Workers' compensation coverage in compliance with California law.

B. *Prerequisites.* The general liability and the automobile liability policies of insurance specified above shall:

1) Name the City Council of the City of Covina, its officers, agents and employees as additional insureds.

2) Provide minimum thirty (30) days notice of cancellation, said notice to be provided by insurer, except for non-payment of premium for which ten (10) days notice shall be provided by insurer.

3) Be maintained in full force and effect throughout the term of this Agreement.

4) Be placed with insurance carriers authorized to transact business in California with an A.M. Best rating of no less than A:VII or otherwise acceptable to City.

9. **Independent Contractor.** No employment relationship is created by this Agreement. RWG shall be an independent contractor of City, except that at all times providing services under the Agreement, RWG's shareholders and employees shall be acting as public officials.

10. **Arbitration.** In the event of any dispute between the parties, such dispute shall be submitted to binding arbitration to the maximum extent permitted by law. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected through the rules of the American Arbitration Association. The Arbitrator shall have the authority to set procedures and discovery in the arbitration. This section shall survive the expiration of this Agreement.

11. **General Provisions.**

A. *Assignment/Delegation.* This Agreement contemplates the personal professional services of RWG and neither this Agreement, nor any portion thereof, shall be assigned or delegated without the prior written consent of City's City Council.

B. *Interpretation.* The following rules of legal construction shall apply:

1) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

2) The article and section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

C. *Attorney's Fees.* The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of this Agreement, and all matters arising out of or connected therewith.

D. *Notices.* Any notice required to be given shall be deemed to have been given by depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY COUNCIL:

City of Covina

125 East College Street

Covina, California 91723

TO RWG:

Candice K. Lee

355 S. Grand Avenue, 40th Floor

Los Angeles, CA 90071-3101

E. *Signatories.* Each signatory warrants and represents that he is competent and authorized to execute this Agreement on behalf of the party for whom he purports to sign.

F. *Entire Agreement.* This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

G. *Modification of Agreement.* This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both RWG and the City.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign below.

CITY OF COVINA

RICHARDS, WATSON & GERSHON,
a Professional Corporation

[]

[]

Kayser Sume

Chairman, Board of Directors

Attest:

[]

[]

EXHIBIT A
RICHARDS, WATSON & GERSHON
COMPENSATION RATE SCHEDULE FOR CITY OF COVINA
EFFECTIVE [_____], 2015

Retainer Services. Retainer Services shall be defined to include: (i) in-person attendance at two City Council meetings per month, (ii) in-person attendance at up to two Planning Commission meetings per month at the designation of the City Manager and (iii) all office hours or other communications with staff and legal services provided to the City *except* those services that are defined below as “Litigation and Special Legal Services” or “Third-party Reimbursed Services.” Travel time incurred on Retainer Services matters would be billed to and paid from the retainer. All Retainer Services would be billed at a flat monthly retainer of \$17,500 per month.

Litigation and Special Legal Services. Litigation and Special Legal Services shall be defined to include: (i) complex real estate matters; (ii) labor and employment law services; (iii) environmental law services, including but not limited to, Hazardous Waste, Clean Air Act, and Clean Water Act issues; (iv) litigation services (including, without limitation, *Pitchess* motions and representing the City in administrative proceedings before other bodies); (v) enforcement and prosecution of the City’s Municipal Code; (vi) in-person attendance at additional meetings at City Hall beyond the four meetings per month listed in the Retainer Services section above; and (vii) any individual legal services project that the City Manager and the City Attorney agree is anticipated to require more than 10 hours of services in a calendar month. Travel time incurred for Litigation and Special Services would be compensated at the Litigation and Special Services rate. All Litigation and Special Services, except enforcement and prosecution of the City’s Municipal Code and *Pitchess* motions, would be compensated at composite hourly rates of \$225 per hour for associate attorneys and \$275 per hour for all other attorneys. Litigation and Special Services for enforcement and prosecution of the City’s Municipal Code and representing the City in *Pitchess* motions would be compensated at a flat rate of \$195 per hour for all attorneys. Paralegal services for any Litigation and Special Services would be compensated at a rate of \$150 per hour. Time incurred in providing these services will be billed in increments of one-tenth of an hour to billing accounts set up as specified by City staff.

Third-Party Reimbursed Services. Legal services that the City elects to have reimbursed by third-parties shall be compensated at a 10 % discount from the Firm’s then-standard hourly rates.

Bond Counsel Services and Disclosure Counsel Services. \$350 per hour subject to a cap that was commensurate with fees charged for transactions of a similar size and complexity in the discretion of the City Manager.

Reimbursable and/or Other Costs. Mileage, other than routine travel to the City Hall, shall be billed at the standard rate established by the IRS for deducting the operating expenses of an automobile used for business purposes. This rate established by the IRS currently is 56.5 cents per mile. Copying costs will be charged at 5 cents per page. Facsimile charges will be \$1 per page with a maximum charge of \$25 for any one facsimile. All other costs, such as long distance telephone charges, messenger and delivery services, and legal research services will be charged only at the Firm’s actual out-of-pocket expenses. The Firm will not charge for word processing and similar clerical tasks.



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE	May 5, 2015	ITEM NO.	NB 1
STAFF SOURCE	Alex Gonzalez, Acting Director of Public Works Vivian Castro, Environmental Services Manager		
ITEM TITLE	Introduction of an Ordinance Amending Chapter 8.50 of the Covina Municipal Code to Comply with the 2012 Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit, Order No.R4-2012-0175		

STAFF RECOMMENDATION

- 1) Waive full reading, read by title only and introduce for first reading Ordinance No.15-2038; and
- 2) Make a determination of exemption under CEQA; and
- 3) Authorize staff to schedule the ordinance for second reading at the next City Council meeting.

FISCAL IMPACT

Adoption of this ordinance is not expected to result in a direct fiscal impact to the City given that it contains provisions for cost recovery based on City Council-approved fees. These existing fees, however, may need to be revised as they may be insufficient to cover plan and document reviews, inspections, tracking, reporting, enforcement and other new or expanded activities required of the City for implementation of this ordinance. The cost to the City, and the amount to be recovered from the project applicants, will be based on the specifics of the projects that require a Low Impact Development (LID) Plan.

However, to the degree that future City capital improvement projects trigger LID under the new ordinance but would not have done so under the existing requirements, the budgets for those projects would need to incorporate the additional cost of LID development, implementation and maintenance.

BACKGROUND

On November 8, 2012, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted "Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4," (Order No. R4-2012-0175) (MS4 Permit). The MS4 Permit specifies the conditions under which the Los Angeles County Flood Control District, Los Angeles County Unincorporated Areas, and the 84 municipal permittees, including the City of Covina, are allowed to discharge stormwater and dry-weather urban runoff into their drainage systems and the waters of the United States.

The new MS4 Permit is considerably more complex than the prior one, which was issued in 2001, and requires the City to create new stormwater quality and urban runoff programs and expand those already in existence. In order to comply with additional requirements to reduce the water quality impacts of development projects as contained in the Planning and Land Development portion of the MS4 Permit, substantial amendments to Chapter 8.50 of the Covina Municipal Code, which are contained in the attached Ordinance, are necessary. These changes, in general, expand the number and types of new and redevelopment projects that will now be required to implement LID practices to infiltrate and/or retain and re-use runoff water from precipitation on-site.

In addition, under this MS4 Permit, Covina is subject to Total Maximum Daily Loads (TMDLs) for the first time. A TMDL is a numerical limit on a particular pollutant allowed in a water body, such as copper in the San Gabriel River, for example, that is critical to a city's compliance with the permit.

Low Impact Development 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.

LID is an approach to land development (or re-development) that works with nature to manage storm water as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features and minimizing effective imperviousness to create functional site drainage that treats storm water as a resource rather than a waste product. There are many best management practices (BMPs) that have been used to implement these principles, for example, bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. In addition to reducing pollutants from stormwater and urban runoff, LID projects provide other benefits, such as enhancing local aquifers.

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. Projects that will be required to submit LID Plans are generally similar to those that were required to submit Standard Urban Stormwater Mitigation Plans (SUSMPs) under the previous Permit and Chapter 8.50 as it currently exists, albeit with lower area thresholds and additional categories of development included. Development and redevelopment projects falling into one or more of the categories specified in Section 8.50.120 of the proposed ordinance will be required to submit a LID Plan as a condition of approval.

The plan submitted must explain in detail how the project will be designed to retain onsite a specific volume of stormwater, calculated as the runoff from the greater of the 85th percentile 24-hour runoff event (as determined from the Los Angeles County 85th percentile precipitation isohyetal map) or the volume of runoff produced from a 0.75 inch, 24-hour rain event. The City's Environmental Services Section 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.

There are certain exemptions to LID requirements in the ordinance, for example, emergency construction activity projects to immediately protect health and safety. It also provides for

alternatives to infiltration due to technical infeasibility, such as for projects where infiltration could create a geotechnical hazard, ground water is high or soils are not suitable for infiltration. In order to confirm that the selected BMPs are properly installed and maintained, the ordinance provides for City inspections of LID BMPs and recording of covenants to ensure that, once installed, BMPs are used and maintained so that they function as designed.

While LID requirements in the MS4 Permit may seem complex, they are one of the tools that will assist cities in meeting the TMDLs for their watershed. For that reason, some Permittees have chosen to establish LID requirements beyond those mandated in the MS4 Permit. Their view is that the strict pollutant reduction requirements to which cities are being held (numeric effluent limits) are not likely to be achievable without the installation of storm water treatment systems that will cumulatively receive drainage from a larger area of their city than the MS4 Permit requires. Signal Hill's LID ordinance, for example, establishes requirements and standards for the installation of small scale treatment systems on individual parcels with a minimum of 500 square feet or more of new or remodeled impervious surfaces and Los Angeles County and Signal Hill both require new residential projects of 4 units or less to install a minimum of two simple LID BMPs per project.

The City of Covina's proposed plan to meet TMDL requirements (the Upper San Gabriel River Watershed Enhanced Watershed Management Plan, which is under development) incorporates the LID provisions mandated in the MS4 Permit but proposes implementation of other "tools" rather than imposing LID requirements on additional categories of projects. If monitoring data reveal that the City is not on target to meet the TMDLs, more extensive LID requirements, mandating treatment systems on additional private parcels, can be adopted at that time.

Additional Requirements and Updates

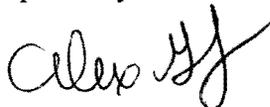
The ordinance also implements mandates requiring that any construction or demolition project that entails clearing, grading, grubbing, excavation, or any other activity that results in land disturbance, submit and implement an erosion and sediment control plan and BMPs to ensure that discharges of pollutants from the site do not occur.

Chapter 8.50 of the Covina Municipal Code, which implements federal and state laws prohibiting non-storm water discharges into the MS4 system, was last substantially updated in 2002 to comply with the 2001 MS4 Permit. As such, amending Chapter 8.50 required significant changes to ensure the City possesses sufficient legal authority to implement and enforce the MS4 Permit beyond those provisions pertaining to LID. Adopting this ordinance will bring the Covina Municipal Code into compliance with LID requirements and will strengthen the City's ability to control pollutant discharges into and from its MS4.

EXHIBITS

A. Ordinance No. 2015-2038

Respectfully submitted



Alex Gonzalez/Acting Director
Public Works Department

ORDINANCE NO. 15-2038

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTER 8.50 OF THE COVINA MUNICIPAL CODE, ENTITLED STORM WATER QUALITY AND URBAN RUNOFF, TO COMPLY WITH THE LATEST MUNICIPAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT, ORDER NO. R4-2012-0175

WHEREAS, the City of Covina is one of 86 Permittees regulated under the “Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4,” issued by the California Regional Water Quality Control Board, Los Angeles Region,” (Order No. R4-2012-0175, Municipal National Pollutant Discharge Elimination Permit [NPDES] Permit); and

WHEREAS, the Municipal NPDES Permit is issued pursuant to Clean Water Act section 402 and the regulations adopted by the USEPA to implement the NPDES program, and chapter 5.5, division 7 of the California Water Code (commencing with section 13370), serves as an NPDES permit for point source discharges from the Permittees’ Municipal Separate Storm Sewer System (MS4s) to surface waters and also serves as waste discharge requirements (WDRs) pursuant to article 4, chapter 4, division 7 of the California Water Code (commencing with Section 13260); and

WHEREAS, the City of Covina is authorized by Article XI, §5 and §7 of the State Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety and general prosperity; and

WHEREAS, the City of Covina has authority under the California Water Code to adopt and enforce ordinances imposing conditions, restrictions and limitations with respect to any activity which might degrade the quality of waters of the State; and

WHEREAS, the Municipal NPDES permit requires Permittees to maintain adequate legal authority to effectively prohibit discharges to the MS4 and to control discharges from the MS4 to the maximum extent practicable and to meet other requirements of the Municipal NPDES Permit;

WHEREAS, the City of Covina is committed to a stormwater management program that protects water quality and water supply by employing watershed-based approaches that balance environmental, social, and economic considerations; and

WHEREAS, compliance with the aforementioned mandates of the Municipal NPDES Permit require that the City of Covina update and amend Chapter 8.50 of the Covina Municipal Code.

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 8.50 of the Covina Municipal Code is hereby amended to read as follows:

**Chapter 8.50
STORM WATER QUALITY AND URBAN RUNOFF CONTROL**

8.50.010 Purpose.

This chapter implements the Federal Water Pollution Control Act (the "Clean Water Act" or "CWA"), 33 U.S.C. Sections 1251 – 1387, and the California Porter-Cologne Water Quality Control Act by prohibiting the discharge of any pollutant to navigable waters of the United States from a point source unless the discharge is authorized by a permit issued pursuant to the National Pollutant Discharge Elimination System ("NPDES") required by CWA Section 402, 33 U.S.C. Section 1342, and prohibits non-storm water discharges into the municipal separate storm sewer system ("MS4").

The purpose of this chapter is to protect the health, safety and general welfare of the citizens of the city by:

- A. Regulating non-storm-water discharge to the municipal storm-water system;
- B. Providing for the control of spillage, dumping, or disposal of materials into the municipal storm-water system;
- C. Reducing pollutants in storm water and urban runoff to the maximum extent practicable.

8.50.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings ascribed to them by this chapter. Words and phrases not ascribed a meaning by this chapter shall have the meanings ascribed by the regulations implementing the National Pollutant Discharge Elimination System, Clean Water Act Section 402, and Division 7 of the California Water Code, as they may be amended from time to time, if defined therein, and if not, to the definitions in any applicable permit issued by the Regional Water Board, as appropriate, as such permits may be amended from time to time.

Act or Clean Water Act (CWA) means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

Adverse Impact - a detrimental effect upon water quality or beneficial uses caused by a discharge or loading of a pollutant or pollutants to the storm drain system or to receiving waters.

Authorized Discharge - any discharge that is authorized pursuant to an NPDES permit or meets the conditions set forth in this Chapter.

Automotive Service Facility - a facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. Facilities with SIC codes 5013, 5014, 5541, 5511 need not be inspected provided that these facilities have no outside activities or materials that may be exposed to stormwater.

Basin Plan – the Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Regional Water Board on June 13, 1994 and subsequent amendments thereto.

Beneficial Uses - existing or potential uses of receiving waters in the Permit area as designated by the Regional Board in the Basin Plan

Best Management Practices (BMPs) – schedule of activities, prohibitions of practices, maintenance procedures, physical devices, systems and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to the storm drain system and waters of the United States and to prevent or reduce the pollution of waters of the United States.

Biofiltration - a LID BMP that reduces stormwater pollutant discharges by intercepting rainfall on vegetative canopy, and through incidental infiltration and/or evapotranspiration, and filtration. Incidental infiltration is an important factor in achieving the required pollutant load reduction. Therefore, the term "biofiltration" as used in this Ordinance is defined to include only systems designed to facilitate incidental infiltration or achieve the equivalent pollutant reduction as biofiltration BMPs with an underdrain (subject to approval by the Regional Board's Executive Officer). Biofiltration BMPs include bioretention systems with an underdrain and bioswales.

Bioretention - a LID BMP that reduces stormwater runoff by intercepting rainfall on vegetative canopy, and through evapotranspiration and infiltration. The bioretention system typically includes a minimum 2-foot top layer of a specified soil and compost mixture underlain by a gravel-filled temporary storage pit dug into the in-situ soil. As defined in the Municipal NPDES permit, a bioretention BMP may be designed with an overflow drain, but may not include an underdrain. When a bioretention BMP is designed or constructed with an underdrain it is regulated by the Municipal NPDES permit as biofiltration (Modified from: Order No. R4-2012-0175).

Bioswale - a LID BMP consisting of a shallow channel lined with grass or other dense, low-growing vegetation. Bioswales are designed to collect stormwater runoff and to achieve a uniform sheet flow through the dense vegetation for a period of several minutes.

CASQA – California Stormwater Quality Association.

City – the City of Covina, California.

Clean Water Act (Act) – the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Commercial Development -any public or private activity not defined as an industrial activity in 40 CFR 122.26(b)(14), involved in the storage, transportation, distribution, exchange or sale of goods and/or commodities or providing professional and/or nonprofessional services. The category includes, but is not limited to: hospitals, laboratories and other medical facilities, educational institutions, recreational facilities, plant nurseries, car wash facilities; mini-malls and other business complexes, shopping malls, hotels, office buildings, public warehouses and other light industrial complexes.

Commercial Malls - any development on private land comprised of one or more buildings forming a complex of stores which sells various merchandise, with interconnecting walkways enabling visitors to easily walk from store to store, along with parking area(s). A commercial mall includes, but is not limited to: mini-malls, strip malls, other retail complexes, and enclosed shopping malls or shopping centers

Construction Activity – includes any construction or demolition activity, clearing, grading, grubbing, or excavation, or any other activity that results in land disturbance. Construction does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain the original line and grade, hydraulic capacity, or original purposes of the facility. Where clearing, grading or excavating of underlying soil takes place during a repaving operation, State General Construction Permit coverage is required if more than one acre is disturbed or the activities are part of a larger plan

Control- to minimize, reduce or eliminate by technological, legal, contractual, or other means, the discharge of pollutants from an activity or activities.

Dechlorinated/Debrominated Swimming Pool/Spa Discharges - discharges from swimming pools/spas and do not include swimming pool/spa filter backwash or swimming pool/spa water containing bacteria, detergents, wastes, or algaecides, or any other chemicals including salts from salt water pools.

Development – any construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail and other non-residential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

Directly Adjacent - situated within 200 feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area.

Director – the Director of Public Works of the City and his or her authorized deputy, agent, representative or inspector.

Discharge – any release, spill, leak, disposal, flow, escape, leaching (including subsurface migration or deposition to groundwater), dumping, discard or placement, either directly or indirectly, of any substance into or from the storm drain system, including, but not limited to, storm water, wastewater, solid materials, liquids, hazardous material, raw materials, debris, litter or any other substance.

Discharger – a person who discharges or causes, facilities, or allows a discharge.

Disturbed Area – an area that is altered as a result of clearing, grading, and/or excavation.

Drinking Water Supplier Distribution System Releases - sources of flows from drinking water supplier storage, supply and distribution systems including flows from system failures, pressure releases, system maintenance, distribution line testing, fire hydrant flow testing; and flushing and dewatering of pipes, reservoirs, vaults, and minor non-invasive well maintenance activities not involving chemical addition(s) where otherwise regulated by NPDES Permit No CAG674001, NPDES Permit No. CAG994005, or another separate NPDES permit.

Essential Non-Emergency Fire Fighting Activities - firefighting activities, which simulate emergency responses, and routine maintenance and testing activities necessary for the protection of life and property, including building fire suppression system maintenance and testing (e.g. sprinkler line flushing) and fire hydrant testing and maintenance. Discharges from vehicle washing are not considered essential and as such are not conditionally exempt.

Flow-through BMPs - modular, vault type “high flow biotreatment” devices contained within an impervious vault with an underdrain or designed with an impervious liner and an underdrain.

General Construction Permit - the general NPDES permit adopted by the State Water Resources Control Board which authorizes the discharge of stormwater from construction activities under certain conditions.

General Industrial Permit - the general NPDES permit adopted by the State Water Resources Control Board which authorizes the discharge of stormwater from industrial activities under certain conditions.

Green Roof - a LID BMP using planter boxes and vegetation to intercept rainfall on the roof surface. Rainfall is intercepted by vegetation leaves and through evapotranspiration. Green roofs may be designed as either a bioretention BMP or as a biofiltration BMP. To receive credit as a bioretention BMP, the green roof system planting medium shall be of sufficient depth to provide capacity within the pore space volume to contain the design storm depth and may not be designed or constructed with an underdrain.

Good Housekeeping Practice - a best management practice related to the transfer, storage, use, or cleanup of materials which when performed in a regular manner minimizes the discharge or potential discharge of pollutants to the storm drain system and/or receiving waters.

Hazardous Material - any material defined as hazardous by Chapter 6.95 of Division 20 of the California Health and Safety Code or any substance designated pursuant to 40 CFR part 302. This also includes any unlisted hazardous substance which is a solid waste, as defined in 40 CFR 261.2, which is not excluded from regulation as a hazardous waste under 40 CFR 261.4(b), or is a hazardous substance under Section 101(14) of the Act, if it exhibits any of the characteristics identified in 40 CFR 261.20 through 261.24.

Hazardous Waste - a hazardous material which is to be discharged, discarded, recycled, and/or reprocessed.

Hillside - property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is 25% or greater and where grading contemplates cut or fill slopes.

Illicit Connection – either of the following:

1. Any drain or conveyance whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or
2. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps or equivalent records and approved by the Director.

Illicit Discharge – any discharge to the MS4 or from the MS4 into a receiving water that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term includes all non-storm water discharges not composed entirely of storm water and discharges that are identified under the Discharge Prohibitions section of the Permit.

Impervious Surface - any man-made or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from paving, compacted gravel, compacted earth, and oiled earth.

Industrial and/or commercial facility – any facility involved or used in the production, manufacture, storage, transportation, distribution, exchange or sale of goods or commodities, and any facility involved or used in providing professional and non-profession services. This category of facilities includes, but is not limited to, any facility defined by either the Standard Industrial Classifications or the North American Industry Classification System. Facility ownership and profit motive are not factors in this definition.

Low impact development (LID) – consists of building and landscape features designed to retain or filter storm water runoff.

MS4 or Municipal Separate Storm Sewer System – a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, and storm drains which are: (i) owned or operated by the State, city or other public body created by or pursuant to State law having jurisdiction over disposal of sewage, industrial wastes, storm water or other wastes; (ii) designed or used for collecting or conveying storm water; (iii) which is not a combined sewer; and (iv) which is not part of a Publicly Owned Treatment Works (POTW) as defined by 40 C.F.R. section 122.2.

Municipal NPDES Permit - the "Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach MS4" (Order No. R4-2012-0175, NPDES No CAS004001), issued on November 08, 2012 by the Los Angeles Regional Water Quality Control Board, and any amendments or successor permit to that permit.

National Pollutant Discharge Elimination System (NPDES) - the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA§307, 402, 318, and 405. The term includes an "approved program."

National Pollutant Discharge Elimination System (NPDES) permit - a general, group, or individual permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board or a California Regional Water Quality Control Board pursuant to the Act, that authorizes discharges to waters of the United States.

Natural Drainage System - a drainage system that has not been improved (e.g., channelized or armored). The clearing or dredging of a natural drainage system does not cause the system to be classified as an improved drainage system.

New development – land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

Non-storm water discharge – any discharge into the MS4 or from the MS4 into a receiving water that is not composed entirely of storm water.

Parking Lot - land area or facility for the parking or storage of motor vehicles used for businesses, commerce, industry, or personal use, with a lot size of 5,000 square feet or more of surface area, or with 25 or more parking spaces.

Permit – the Waste Discharge Requirements for Municipal Separate Storm Sewer Systems within the Coastal Watersheds of Los Angeles County (Order No. R4-2012-0175) and the National Pollutant Discharge Elimination System Permit No. CAS004001, including any amendments thereto or successor permit, issued by the Regional Water Board.

Planning Priority Projects - development projects subject to Permittee conditioning and approval for the design and implementation of post-construction controls to mitigate stormwater pollution, prior to completion of the project(s). Planning Priority Projects are further defined in Section 8.50.120.

Pollutant – pollutant shall have the same meaning as set forth in Section 502(6) of the Act or as incorporated into the California Water Code Section 13373. Pollutants include, but are not limited to the following:

1. Commercial and industrial waste (such as fuels, solvents, chemicals, detergents, plastic pellets, hazardous materials or substances, hazardous wastes, fertilizers, pesticides, soot, slag, ash, and sludge);
2. Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium and arsenic) and nonmetals (such as carbon, chlorine, fluorine, phosphorous and sulfur);
3. Petroleum hydrocarbons (such as fuels, oils, lubricants, surfactants, waste oils, solvents, coolants, and grease);
4. Eroded soils, sediment, and particulate materials in amounts which may adversely affect any beneficial use of the receiving waters, flora, or fauna of the state;
5. Animal wastes (such as discharges from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities);
6. Substances having acidic or corrosive characteristics such as a pH of less than six or greater than nine;
7. Substances having unusual coloration or turbidity, levels of fecal coliform, fecal streptococcus, or enterococcus, which may adversely affect the beneficial use of the receiving waters, flora, or fauna of the state; and
8. Anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water.

Pollutants of concern – when discharged from a drinking water supplier's distribution system, may include trash and debris, including organic matter, total suspended solids (TSS), residual chlorine, pH, and any pollutant for which there is a water quality-based effluent limitation applicable to discharges from the MS4 to the receiving water.

Person - any individual as well as any corporation, partnership, public agency, trust, estate, cooperative association, joint venture, business entity or other similar entity, or the agent, employee or representative of any of the above.

Project – all development, redevelopment and land disturbing activities. The term is not limited to "project" as defined under CEQA (Pub. Res. Code. § 21065).

Qualified SWPPP Developer - an individual meeting the registration or certification requirements set forth in the General Construction Permit.

Rainfall Harvest and Use - a LID BMP system designed to capture runoff, typically from a roof but can

also include runoff capture from elsewhere within the site, and to provide for temporary storage until the harvested water can be used for irrigation or non-potable uses. The harvested water may also be used for potable water uses if the system includes disinfection treatment and is approved for such use by the Director.

Receiving water – A “water of the United States” into which waste and/or pollutants are or may be discharged.

Redevelopment – land-disturbing activity that results in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of a routine maintenance activity; and land disturbing activities related to structural or impervious surfaces. It does not include routine maintenance to maintain line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health, safety or welfare.

Regional Water Board – the Los Angeles Regional Water Quality Control Board.

Restaurant- a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshments stands selling prepared food and drinks for immediate consumption (SIC Code 5812).

Retail Gasoline Outlet - any facility engaged in selling gasoline and lubricating oils.

Routine Maintenance - Routine maintenance projects include, but are not limited to projects conducted to:

1. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility.
2. Perform as needed restoration work to preserve the original design grade, integrity and hydraulic capacity of flood control facilities.
3. Includes road shoulder work, regrading dirt or gravel roadways and shoulders and performing ditch cleanouts.
4. Update existing lines* and facilities to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.
5. Repair leaks

Routine maintenance does not include construction of new** lines or facilities resulting from compliance with applicable codes, standards and regulations.

* Update existing lines includes replacing existing lines with new materials or pipes.

** New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines (Source: Order No. R4-2012-0175).

Runoff - any runoff, including storm water and dry weather flows, that reaches a receiving water body or subsurface.

Sidewalk Rinsing or Washing – pressure washing of paved pedestrian walkways with average water usage of 0.006 gallons per square foot, with no cleaning agents, and properly disposing of all debris collected, as authorized under Regional Water Board Resolution No. 98-08.

Standard Industrial Classification (SIC) – a classification pursuant to the current edition of the Standard Industrial Classification Manual issued by the Executive Officer of the President of the United States, Office of Management and Budget, and as the same may be periodically revised.

State Water Board – the State Water Resources Control Board.

Storm Drain System – see “MS4 or Municipal Separate Storm Sewer System.”

Storm Water – storm water runoff, snow melt runoff, and surface runoff and drainage related to precipitation events (pursuant to 40 C.F.R. § 122.26(b)(13); 55 Fed. Reg. 47990, 47995 (Nov. 16, 1990)).

Stormwater Pollution Prevention Plan (SWPPP) - a plan, as required by a General Construction or Industrial Permit, identifying potential pollutant sources and describing the design, placement and implementation of BMPs, to effectively prevent nonstormwater Discharges and reduce Pollutants in

Stormwater Discharges during activities covered by the General Permit.

Stormwater Quality Design Volume (SWQDV) – see definition in Section 8.50.120.E.

Stormwater Runoff - stormwater which travels across any surface to the storm drain system or receiving waters.

Structural BMP – any structural facility designed and constructed to mitigate the adverse impacts of storm water and runoff pollution. The category may include both treatment control BMPs and source control BMPs.

SUSMP - the Los Angeles Countywide Standard Urban Stormwater Mitigation Plan. The SUSMP was required as part of the previous Municipal NPDES Permit (Order No. 01-182, NPDES No. CAS004001) and required plans that designate best management practices (BMPs) that must be used in specified categories of development projects.

Treatment control BMP – any engineered system designed to remove pollutants by gravity settling of particulate pollutants, filtration, biological uptake, media absorption or any other physical, biological, or chemical process.

Urban Runoff - surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial, or industrial activities involving the use of potable and non-potable water.

Waters of the State – any surface water or ground water, including saline waters, within the boundaries of the state.

Water Quality Standards – those water quality standards and/or water quality objectives adopted by either the State Board and/or US EPA for the Los Angeles Region.

8.50.030 Illicit discharges.

- A. Except as otherwise conditionally authorized by the Permit or any other NPDES permit, and subject to any requirements specified by the Director, no person shall:
1. Discharge non-stormwater to the City's MS4 or to receiving waters except in compliance with the requirements of this chapter;
 2. Cause, allow or facilitate any prohibited discharge;
 3. Discharge, cause, allow or facilitate any discharge that may cause or threaten to cause a condition of pollution or nuisance as defined in Water Code section 13050, that may cause, threaten to cause or contribute to an exceedance of any water quality standard in Statewide Water Quality Control Plan, California Toxics Rule, or Basin Plan, or that may cause or contribute to the violation of any receiving water limitation.
- B. Notwithstanding subsection 8.50.030.A, discharges from the following activities are conditionally exempt from the non-storm water discharge prohibition, provided they are not a source of pollutants to the storm drain system and to receiving waters when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act, or this ordinance:
1. Authorized non-stormwater discharges from emergency fire-fighting activities (i.e., flows necessary for the protection of life or property);
 2. landscape irrigation;
 3. uncontaminated foundation and footing drains;

4. uncontaminated water from crawl space pumps;
 5. air conditioning condensation;
 6. uncontaminated non-industrial roof drains;
 7. natural springs;
 8. individual residential and occasional non-commercial car washing;
 9. dechlorinated/debrominated swimming pool/spa discharges not including swimming pool/spa filter backwash, bacteria, detergents, wastes, or algaecides, or any other chemicals such as salts in excess of applicable water quality standards; and
 10. street and sidewalk wash waters resulting only from use of high pressure, low volume spray washing using only potable water with no cleaning agents at an average usage of 0.006 gallons per square feet of area.
- C. The following categories of non-storm water discharges are conditionally exempt from the non-storm water discharge prohibition, provided they meet all required conditions specified below:
1. Discharges from essential *non-emergency* fire-fighting activities provided appropriate BMPs specified in the Permit;
 2. Discharges from drinking water supplier distribution systems, where not otherwise regulated by an individual or general NPDES permit provided appropriate BMPs as specified in the Permit. Additionally a drinking water supplier must: (1) provide notification to the City of Covina's Public Works Director 72 hours prior all planned discharges greater than 100,000 gallons and as soon as possible after an unplanned discharge; (2) monitor for any pollutants of concern in the drinking water supplier distribution system release; and (3) provide record keeping.
- D. The Director may limit or prohibit any discharge which is conditionally authorized by subsection 8.50.030.B and C and the Permit if the discharge is a source of pollutants or causes or contributes to an exceedance of applicable receiving water limitations or water quality based effluent limitations, including but not limited to imposing conditions on such discharge, requiring control measures and other actions to reduce pollutants, requiring diversion of the discharge to the sanitary sewer, or requiring pretreatment. Any conditionally authorized discharge must comply with all terms and conditions required by the City, State or Regional Water Board.
- E. The Director may require any person to obtain a permit from the City before discharging, or causing, allowing, or facilitating any discharge to the MS4. It is unlawful to discharge, cause, allow, or facilitate any discharge to the MS4 in violation of any permit so required.

8.50.040 Illicit connections.

A. No person shall:

1. Construct, maintain, operate and/or utilize any illicit connection to the City's MS4.
2. Act, cause, permit or suffer any agent, employee, or independent contractor, to construct, maintain, operate or utilize any illicit connection.

8.50.050 Waste disposal.

- A. **Generally.** Except when deposited into containers or in lawfully established dumping areas, no person shall throw, deposit, place, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained or kept, any refuse, rubbish, food waste, garbage, hazardous materials or any other discarded or abandoned objects, articles or accumulations in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any public or private plot of land in the city, so that the same might be or become a pollutant, except in containers, recycling bags, or other lawfully established waste disposal facilities. No person shall dispose of hazardous wastes into trash containers used for municipal trash disposal so as to cause a discharge into the municipal separate storm sewer system.
- B. **Sidewalks.** Each person responsible for any real property adjacent to a paved sidewalk shall maintain said sidewalk free of dirt or litter. Sweepings from sidewalks shall not be swept or otherwise made or allowed to go into the gutter or roadway, but shall be disposed of in receptacles maintained on such real property as required for garbage disposal.
- C. **Animal waste.** Each person responsible for any animal shall promptly pick up animal waste and properly dispose of it in a trash receptacle.
- D. **Landscape debris.** No person shall intentionally cause leaves, dirt, or other debris to be deposited in or upon any street, alley, sidewalk, parkway, or other public right-of-way.

8.50.060 BMPs and permits authorized and required

- A. Each owner, operator, or person in charge of day to day activities of any site that may discharge any pollutant to the City's MS4 shall obtain any permit and implement those control measures and BMPs as the Director may require. Properties with a high potential threat of discharge may be required to implement a monitoring program that meets standards as determined necessary by the City.
- B. The Director may require any person responsible for any industrial or commercial facility or new or redevelopment project to submit documentation demonstrating coverage by and compliance with any applicable permit, including copies of any notice of intent, storm water pollution prevention plans, inspection reports, monitoring results, and other information deemed necessary to assess compliance with this chapter or any NPDES permit.
- C. The Director may require any person responsible for any industrial or commercial facility or new or redevelopment project to enter into an agreement for the operation and maintenance of any structural control measures and to record such agreement with the County Recorder's office.
- D. The following BMPs are hereby required:
 1. No vehicle, machinery, device or storage container shall be allowed to leak, spill or discharge in any manner oil, grease, coolant, or other hazardous material onto any street, alley, road, parking area, or surface in the city whereon such pollutants or hazardous materials can or may be conveyed into the MS4 or any receiving water by storm water or non-storm-water runoff.
 2. Objects such as vehicle motor parts containing grease, oil or other hazardous substances, and unsealed receptacles containing hazardous materials, shall not be stored in areas susceptible to storm water runoff or stored so that they may leak into the MS4.
 3. Any machine which is to be repaired or maintained in an uncovered outdoor area shall be placed on a pad of absorbent material to contain leaks, spills or small discharges. Any absorbent material used to contain such leaks, spills or discharges shall be properly disposed of.
 4. Machinery and equipment, including motor vehicles, which are leaking oil or fluid must be repaired.

5. The uncovered outdoor storage of unsealed containers containing grease, oil, or other hazardous substances is prohibited in areas susceptible to runoff.
6. The discharge of wash waters into the MS4 from the cleaning or washing of gas stations, automotive repair facilities and other types of automotive service facilities is prohibited.
7. The discharge of wastewater into the MS4 from mobile auto washing, steam cleaning, mobile carpet cleaning and other such mobile commercial and industrial operations is prohibited.
8. The discharge of wastewater from the washing of toxic material from paved or unpaved areas or the washing out of concrete trucks or concrete or cement-laden pumps, tools, and equipment into the MS4 is prohibited.
9. The discharge into the MS4 of wastewater from the washing of impervious surfaces in industrial/commercial areas is prohibited.
10. Commercial/industrial parking lots with more than 25 parking spaces, or fewer than 25 spaces if required by the City, located in areas potentially exposed to storm water shall be kept clear of debris and excessive oil buildup and cleaned no less than two times per month and/or inspected no less than two times per month to determine if cleaning is necessary. In no case shall a parking lot be cleaned less than once a month.
11. The discharge of chlorinated/brominated swimming pool water and filter backwash into the MS4 is prohibited.
12. In areas exposed to storm water, the use of best management practices (including but not limited to the practices set forth in subsections (A) through (K) of this section) and/or removal and lawful disposal of all fuels, chemicals, fuel and chemical wastes, animal wastes, garbage, batteries, and other materials which have potential adverse impacts on water quality shall be required. Treatment control best management practices must be properly operated and maintained to prevent the breeding of vectors.
13. Dumping or disposal of the following materials into the MS4 system is prohibited: construction debris; any state or federally banned or unregistered pesticides; food and food processing wastes; and fuel and chemical wastes, animal wastes, garbage, batteries, and other materials that have potential adverse impacts on water quality.

8.50.070 Monitoring, information collection, and reporting.

- A. The Director may require any person discharging or causing, allowing, or facilitating a discharge to the MS4 or receiving waters to take any or all of the following actions, at that person's cost:
 1. to submit information necessary to comply with the General Permit or to confirm that person's compliance with this chapter;
 2. to monitor discharges and submit reports of discharge activities;
 3. to maintain records of monitoring and discharging; and
 4. to take any other action necessary to comply with the Permit or this chapter.

8.50.080 Notification of Discharge

- A. Notwithstanding any other requirement of law, any known or suspected release of materials, pollutants or waste, which may result in pollutants or non-storm water discharges entering storm

water, the storm drain system or waters of the state or United States, shall be reported immediately in the following manner by any person in charge of a premises or responsible for the premises' emergency response:

1. The release of a hazardous material shall be immediately reported to emergency services by emergency dispatch services (911).
 2. The release of a non-hazardous material shall be reported as follows:
 - (a) to the Director and to the 24-hour storm water hotline by phone no later than 5:00 P.M. on the same business day, Monday through Thursday;
 - (b) If the release occurs after 5:00 P.M. Monday through Thursday, on a Friday, weekend or holiday, to the 24-hour storm water hotline on the same day and to the Director by telephone on the next business day;
 - (c) A written notification of the release shall also be made to the Director within five business days of the release. A copy of the written notice shall be retained at the premises for at least three (3) years.
- B. In addition to the above requirements, the release of any hazardous materials or substances, sewage, oil, or petroleum to any waters of the state, or discharged or deposited where it is or probably will be discharged in or on any waters of the state, shall be reported to the State Office of Emergency Services, as required by Sections 13271 and 13272 of California Water Code.

8.50.090 Right to enter, inspect, monitor and sample

- A. **Right to Inspect.** The Director shall have the authority to make an inspection to enforce the provisions of this chapter, and to ascertain whether the purposes of this chapter are being met.
- B. **Entry to Inspect.** The Director may enter both public and private property to investigate the source or potential source of any discharge of a pollutant to any public street, inlet, gutter, storm drain or the MS4 located within the jurisdiction of the City.
- C. **Compliance Assessments.** The Director may inspect property for the purpose of verifying compliance with this chapter.
- D. **Portable Equipment.** For purposes of verifying compliance with this chapter, the Director may inspect any vehicle, truck, trailer, tank truck or other mobile equipment.
- E. **Records Review.** When required by the Director, by this chapter, or by any law or regulation, maintenance records must be kept on-site and remain available for inspection. Failure to keep records on site and available for inspection shall constitute a violation of this chapter. The Director may inspect, review and copy all records relating to any discharge to the MS4 or receiving waters.
- F. **Sample and Test.** The Director may inspect, sample and test any area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any contained contents) and treatment system discharge for the purpose of determining the potential for the discharge of pollutants to the stormwater drainage system. The Director may investigate the integrity of all storm drain and sanitary sewer systems, any legal nonconforming connection or other pipelines on the private property using appropriate tests, including, but not limited to, smoke and dye tests or video surveys. The Director may take photographs or videotapes, make measurements or drawings and create any other record

reasonably necessary to document conditions on the property.

- G. **Monitoring.** The Director may erect and maintain monitoring devices for the purpose of measuring any discharge or potential source of discharge to the MS4.
- H. **Interference with Inspector Prohibited.** No person shall, during reasonable hours, refuse, restrict, resist or attempt to resist the entrance of the Director into any building, factory, plant, yard, construction project or other place or portions thereof in the performance of the duties conferred by law.
- I. **Cost Recovery.** If an inspection pursuant to this section results in an enforcement action, the City may issue an invoice of costs and/or recover its inspection costs pursuant to Section 8.50.150.G.

8.50.100 Construction sites requiring a building permit and/or a grading plan.

- A. **Generally.** In addition to any other requirements set forth in this Chapter, prior to obtaining a grading or building permit, each operator of any construction activity shall submit evidence to the Director that all applicable permits have been obtained, including but not limited to the State Water Board's Construction Permit and State Water Board 401 Water Quality Certification. Each operator of any construction activity shall implement such an erosion and sediment control plan and BMPs required by the Director to ensure that discharges of pollutants are effectively prohibited and will not cause or contribute to an exceedance of water quality standards. A SWPPP prepared in accordance with the General Construction Permit may be substituted for an erosion and sediment control plan. All construction and grading activities shall comply with applicable laws and regulatory documents, including all applicable City ordinances and the City's Permit regulating discharges into and from the storm drain system.
- B. **Erosion and Sediment Control Plan Required.** In addition to any other requirements set forth in this Chapter, prior to obtaining a grading or building permit, each operator of any construction site of less than one (1) acre shall cause to be prepared and submitted to the City an erosion and sediment control plan. No operator of any construction activity shall commence any construction activity prior to receiving written approval of the erosion and sediment control plan from the Director.
- C. **Erosion and Sediment Control Plan Contents.** An erosion and sediment control plan must address the following elements, at a minimum:
 - 1. For construction sites of less than one acre:

best management practices designed to control erosion and sediment, and manage waste and non-storm water in accordance with the Permit; and
 - 2. For construction sites of one acre or more:
 - (a) All elements of a Storm Water Pollution Prevention Plan;
 - (b) Methods to minimize the footprint of the disturbed area and to prevent soil compaction outside of the disturbed area;
 - (c) Methods to protect native vegetation and trees;
 - (d) Sediment and erosion control;
 - (e) Controls to prevent tracking on and off the site;

- (f) Non-storm water control (e.g., vehicle washing, dewatering, etc.);
- (g) Material management (delivery and storage);
- (h) Spill prevention and control;
- (i) Waste management (e.g., concrete washout, waste management, sanitary waste management);
- (j) Identification of site Risk Level as identified per the Construction Permit;
- (k) Rationale for the selection and design of the proposed BMPs, including quantifying the expected soil loss from different BMPs; and
- (l) Any other element required by the Director.

D. **Erosion and Sediment Control Plan Development.** For construction sites one acre or greater, erosion and sediment control plans must be developed and certified by a Qualified SWPPP Developer. Structural BMPs shall be designed by a licensed California Engineer.

E. **Erosion and Sediment Control Plan Certification.** For construction sites one acre or greater, erosion and sediment control plans shall be signed by the landowner or landowner's agent, certifying as follows:

"I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that submitting false or inaccurate information, failing to update the erosion and sediment control plan to reflect current conditions, or failing to properly or adequately implement the erosion and sediment control plant may result in revocation of grading and other permits and other sanctions provided by law."

8.50.110 Industrial Activity Sites.

- A. In addition to any other requirement imposed by this chapter, every person responsible for industrial and commercial facilities or operations, or owning commercial or industrial facilities or property which will, or may, result in pollutants entering storm water, the storm drain system, or receiving waters, shall first obtain any required NPDES storm water permit and shall install and maintain BMPs consistent with the CASQA Industrial/Commercial BMP Handbook or equivalent. BMPs must be designed to implement the requirements of this chapter and any applicable permit.
- B. At a minimum, every person responsible for industrial and commercial facilities shall implement effective BMPs to control the following pollutant generating activities:
 - 1. accidental spills and leaks;
 - 2. vehicle and equipment fueling, cleaning and repair;
 - 3. outdoor liquid and raw materials storage;
 - 4. outdoor equipment operations;
 - 5. storage and handling of solid waste;

6. building and grounds maintenance;
7. parking and storage area maintenance;
8. storm water conveyance system maintenance practices;
9. sidewalk washing – remove all trash, debris and free standing oil, grease spills and leaks from the area before washing; and
10. street washing – divert wash water away from MS4

8.50.120 Low Impact Development

- A. Objective.** The provisions of this section contain requirements for construction activities and facility operations of Development and Redevelopment projects to comply with the current “Los Angeles Municipal NPDES Permit,” lessen the water quality impacts of development by using smart growth practices, and integrate LID design principles to mimic predevelopment hydrology through infiltration, evapotranspiration and rainfall harvest and use. LID shall be inclusive of SUSMP requirements.
- B. Scope.** This Section contains requirements for stormwater pollution control measures in Development and Redevelopment projects and authorizes the City of Covina to further define and adopt stormwater pollution control measures, develop LID principles and requirements, including but not limited to the objectives and specifications for integration of LID strategies, alternative compliance for technical infeasibility from the requirements of the onsite retention requirements, and collect funds for projects that are granted alternative compliance for technical infeasibility. Except as otherwise provided herein, the City of Covina shall administer, implement and enforce the provisions of this Section.
- C. Applicability.** The following Development and Redevelopment projects, termed “Planning Priority Projects,” shall comply with the requirements of this Section:
1. All development projects equal to 1 acre or greater of disturbed area that adds more than 10,000 square feet of impervious surface area.
 2. Industrial parks 10,000 square feet or more of surface area.
 3. Commercial malls 10,000 square feet or more of surface area.
 4. Retail gasoline outlets with 5,000 square feet or more of surface area.
 5. Restaurants (Standard Industrial Classification (SIC) of 5812) with 5,000 square feet or more of surface area.
 6. Parking lots with 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces.
 7. Street and road construction of 10,000 square feet or more of impervious surface area.
 8. Automotive service facilities (Standard Industrial Classification (SIC) of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) 5,000 square feet or more of surface area.
 9. Projects located in or directly adjacent to, or discharging directly to an Environmentally Sensitive Area (ESA), where the development will:
 - a. Discharge stormwater runoff that is likely to impact a sensitive biological species or habitat; and
 - b. Create 2,500 square feet or more of impervious surface area
 10. Single-family hillside homes.
 11. Redevelopment Projects
 - a. Land disturbing activity that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site on Planning Priority Project categories.
 - b. Where Redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, the entire project must be mitigated.

- c. Where Redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, only the alteration must be mitigated, and not the entire development.
 - d. 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 does 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.
 - e. Existing single-family dwelling and accessory structures are exempt from the Redevelopment requirements unless such projects create, add, or replace 10,000 square feet of impervious surface area.
- D. Effective Date.** The Planning and Land Development requirements contained in Section 7 of Order No. R4-2012-0175 became effective 90 days from the adoption of the Permit (February 6, 2013). This includes Planning Priority Projects that are discretionary permit projects or project phases that have not been deemed complete for processing, or discretionary permit projects without vesting tentative maps that have not requested and received an extension of previously granted approvals within 90 days of adoption of the Permit. Projects that have been deemed complete within 90 days of adoption of the Permit are not subject to the requirements of this Section.
- E. Stormwater Pollution Control Requirements.** The Site for every Planning Priority Project shall be designed to control pollutants, pollutant loads, and runoff volume 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.
1. A new Single-Family Hillside home development shall include mitigation measures to:
 - a. Conserve natural areas;
 - b. Protect slopes and channels;
 - c. Provide storm drain system stenciling and signage;
 - d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
 - e. Direct surface flow to vegetated areas before discharge, unless the diversion would result in slope instability.
 2. Street and Road Construction of 10,000 square feet or more of impervious surface area (and street and road redevelopment that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site), in addition to complying with all other applicable provisions of Section 8.50.120 shall employ green street strategies per the USEPA guidance manual, "Managing Wet Weather with Green Infrastructure: Green Streets" (EPA-833-F-08-009, December 2008) to the maximum extent practicable.
 3. The remainder of Planning Priority Projects shall prepare a LID Plan to comply with the following:
 - a. Retain stormwater runoff onsite for the Stormwater Quality Design Volume (SWQDv) defined as the runoff from:
 - i. The 85th percentile 24-hour runoff event as determined from the Los Angeles County 85th percentile precipitation isohyetal map; or
 - ii. The volume of runoff produced from a 0.75 inch, 24-hour rain event, whichever is greater.
 - b. When, as determined by the Director, 100 percent onsite retention of the SWQDv is technically infeasible, partially or fully, the infeasibility shall be demonstrated in the submitted LID Plan. The technical infeasibility may result from conditions that may include, but are not limited to:

- i. The infiltration rate of saturated in-situ soils is less than 0.3 inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDv onsite.
 - ii. Locations where seasonal high groundwater is within five (5) to ten (10) feet of surface grade;
 - iii. Locations within 100 feet of a groundwater well used for drinking water;
 - iv. Brownfield development sites or other locations where pollutant mobilization is a documented concern;
 - v. Locations with potential geotechnical hazards;
 - vi. Smart growth and infill or redevelopment locations where the density and/ or nature of the project would create significant difficulty for compliance with the onsite volume retention requirement.
- c. If partial or complete onsite retention is technically infeasible, the project Site may biofiltrate 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite. Biofiltration BMPs must adhere to the design specifications and requirements specified in the Municipal NPDES Permit.
- i. Additional alternative compliance options such as offsite infiltration may be available to the project Site. The owner, operator, or applicant for the project Site shall contact the City of Covina to determine eligibility.
- d. The remaining SWQDv that cannot be retained or biofiltered onsite must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required per the Municipal NPDES Permit. Flow-through BMPs may be used to treat the remaining SWQDv and must be sized based on a rainfall intensity of:
- i. 0.2 inches per hour, or
 - ii. The one-year, one-hour rainfall intensity as determined from the most recent Los Angeles County isohyetal map, whichever is greater.
- e. A Multi-Phased Project may comply with the standards and requirements of this section for all of its phases by: (a) designing a system acceptable to the Director to satisfy these standards and requirements for the entire Site during the first phase, and (b) implementing these standards and requirements for each phase of Development or Redevelopment of the Site during the first phase or prior to commencement of construction of a later phase, to the extent necessary to treat the stormwater from such later phase. For purposes of this section, "Multi-Phased Project" shall mean any Planning Priority Project implemented over more than one phase and the Site of a Multi-Phased Project shall include any land and water area designed and used to store, treat or manage stormwater runoff in connection with the Development or Redevelopment, including any tracts, lots, or parcels of real property, whether Developed or not, associated with, functionally connected to, or under common ownership or control with such Development or Redevelopment.

F. Non-Planning Priority Projects. For new development or redevelopment projects not meeting the "Planning Priority Projects" thresholds, but which may potentially have adverse impacts on post-development storm water quality, a site-specific plan including post-construction design, source and/or treatment control to mitigate storm water pollution shall be required where one or more of the following project characteristics exist:

1. Vehicle or equipment fueling areas;
2. Vehicle or equipment maintenance areas, including washing and repair;
3. Commercial or industrial waste handling or storage;
4. Outdoor handling or storage of hazardous materials;
5. Outdoor manufacturing areas;
6. Outdoor food handling or processing;
7. Outdoor animal care, confinement, or slaughter; or
8. Outdoor horticultural activities.

- G. Other Agencies.** The City, in conjunction with one (1) or more cities or with the County, may apply to the Regional Water Board for approval of a regional or sub-regional storm water mitigation program to substitute in part or wholly for the provisions of this chapter for the area covered by the regional or sub-regional storm water mitigation program. If the Regional Water Board approves the program, the provisions of the program shall apply in lieu of any conflicting provisions of this chapter.
- H. Conditional Use Permit.** For any development project requiring a conditional use permit ("CUP") or other discretionary entitlement required under Title 17, or other applicable Title, of the Covina Municipal Code, the LID plan shall be approved prior to the issuance of any such CUP or other discretionary entitlement.
- I. Certification.** As a condition for issuing a certificate of occupancy for a new development or redevelopment project the applicant, facility operators and/or owners, as appropriate shall:
1. Construct and/or employ all stormwater control BMPs identified in the approved development planning documents;
 2. Prepare and obtain the Director's approval of an operation and maintenance plan and monitoring plan for all LID/SUSMP BMPs and LID/SUSMP control features incorporated into the project;
 3. Submit a signed certification stating that the project site and all BMPs will be employed and maintained in compliance with the City's LID/SUSMP ordinance and other applicable regulatory requirements until the responsibility for such maintenance is legally transferred; and
 4. The owner of the project shall record a covenant agreement or similar document, in the office of the Los Angeles County Registrar-Recorder/County Clerk indicating that the owner of the subject development is aware of and agrees to the requirements this section and to operate and maintain all LID/SUSMP BMPs and control features. The covenant agreement shall also include a diagram of the development project indicating the location(s) and type(s) of LID/SUSMP BMPs incorporated into the development project.
- J. Fees.** City Council may establish fees for services provided under this Chapter, as authorized under Sections 66016 and 66018 of the California Government Code.

8.50.130 Response plans

The Director may, together with the City Attorney, develop and implement a Progressive Enforcement Policy setting forth enforcement procedures and actions to address repeat and continuing violations of this chapter, a Spill Response Plan setting forth the procedures, roles and responsibilities for investigating, cleaning up and reporting spills, and landscape water use efficiency guidelines.

8.50.140 Enforcement - Violations

- A. A violation of this Chapter shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate or utilize an illicit connection or to cause, allow or facilitate any prohibited discharge.
- B. The Director may, in addition to any other remedies provided in this Chapter or available under applicable law, take enforcement action against violators of this chapter through any combination of the enforcement options set forth in this article.

8.50.150 Enforcement – Administrative remedies

- A. **Notice of Violation.** The Director may deliver to the owner or occupant of any property, or to any person responsible for an illicit connection or prohibited discharge a Notice of Violation. The Notice of Violation shall be delivered in accordance with Section 8.50.200 of this chapter.
 1. The Notice of Violation shall identify the provision(s) of this chapter or the applicable permit

which has been violated. The Notice of Violation shall state that continued noncompliance may result in additional enforcement actions against the owner, occupant and/or person.

2. The Notice of Violation shall state a compliance date that must be met by the owner, occupant and/or person; provided, however, that the compliance date may not exceed ninety (90) days unless the Director extends the compliance deadline an additional ninety (90) days where good cause exists for the extension. Uncontrolled sources of pollutants shall be abated immediately and in no case longer than thirty (30) days.
- B. **Administrative Compliance Orders.** Separate from, in addition to, or in combination with a Notice of Violation or Cease and Desist Order, the Director may issue an Administrative Compliance Order against the owner and occupant of any public or private property and any other person responsible for a violation of this chapter. Issuance of a Notice of Violation or Cease and Desist Order is not a prerequisite to the issuance of an Administrative Compliance Order.
- C. **Cease and Desist Orders.** The Director may issue a Cease and Desist Order directing the owner or occupant, or other person in charge of day-to-day operations of any public or private property and any other person responsible for a violation of this chapter to, immediately or by a specified day or time:
1. discontinue any illicit connection, or illicit discharge to the MS4;
 2. contain or divert any flow of non-stormwater off the property, where the flow is occurring in violation of any provision of this chapter;
 3. discontinue any other violation of this chapter; and
 4. clean up the area affected by the violation;
 5. implement BMPs and take other actions necessary to comply with the requirements of this Chapter.
- D. **Monetary Penalty.** In addition to, or in combination with a Notice of Violation, Administrative Compliance Order or Cease and Desist Order, the Director may issue a civil penalty for violations of this chapter. The Notice of Violation, Administrative Compliance Order, or Cease and Desist Order to which the penalty will attach shall allege the act(s) or failure(s) to act that constitute violations of this chapter and shall set forth the penalty for the violation.
1. The Director may impose the following monetary penalties, in addition to other appropriate corrective action requirements:
 - (a) An amount that shall not exceed one hundred dollars (\$100.00) for each day a person fails or refuses to provide the City with any report or information required by this chapter.
 - (b) An amount that shall not exceed two hundred dollars (\$200.00) for each day a person fails or refuses to timely comply with a Notice of Violation or Cease and Desist Order or fails or refuses to remedy any source of a continuing violation as required by the Director or this chapter.
 - (c) An amount that shall not exceed one thousand dollars (\$1,000.00) per day for each day on which a person violates Section 8.50.030 or Section 8.50.040 of this chapter.
 2. The amount of any penalties imposed under this section which have remained delinquent for a period of sixty (60) days may become a special assessment against the real property

of the person violating this chapter.

3. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.
 4. If the identity of the owner of the real property can be determined, the City shall make its best effort to provide notice of the special assessment to the owner by certified mail at the time of imposing the assessment. Such notice will specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. Assessment of administrative fines as provided hereunder does not preclude assessment of other costs of abatement of any nuisance against the same property at a later date.
 5. If any real property against which the special assessment relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.
 6. A sale of vacant residential developed property for which the payment of a special assessment imposed pursuant to this Chapter is delinquent may be conducted, subject to the requirements applicable to the sale of property pursuant to Section 3691 of the Revenue and Taxation Code.
 7. Notices or instruments relating to the special assessment shall be entitled to recordation.
- E. **City's Performance of Work.** The Director may enter property to perform abatement activities or conduct cleanup work in the event abatement or cleanup activities ordered pursuant to this Chapter are not conducted within by the established deadline. In the event a violation of this Chapter constitutes an imminent danger to public safety or the environment, the Director may enter the property from which the violation emanates, conduct abatement activities and restore any property affected by the violation. To the extent reasonably practicable, informal notice shall be provided to the owner or occupant prior to abatement. If necessary to protect the public safety or the environment, abatement may proceed without prior notice to or consent from the owner or occupant thereof and without judicial warrant.
- F. **Judicial Confirmation.** The City may, at its option, elect to petition the Superior Court to confirm any order establishing administrative penalties and enter judgment in conformity therewith in accordance with the provisions of Sections 1285 to 1287.6, inclusive, of the California Code of Civil Procedure.
- G. **Recovery of Costs.** The Director may deliver to the owner or occupant of any property, any permittee or any other person who becomes subject to a Notice of Violation or other administrative order an invoice for costs documenting any and all costs incurred by the City in cleaning up, mitigating and/or remediating a site and issuing the Notice of Violation or other administrative order and directing payment to the City. An invoice for costs shall be delivered in accordance with Section 8.50.200 of this chapter. An invoice for costs shall be immediately due and payable to the City for the actual costs incurred by the City in issuing and enforcing any notice or order. If any owner or occupant, permittee or any other person subject to an invoice for costs fails to either pay the invoice for costs or successfully appeal the invoice for costs in accordance with Section 8.50.210, then the City Attorney may institute collection proceedings.

- H. **Decision Final.** Unless timely appealed, an administrative compliance order shall be effective and final as of the date it is issued by the Director.

8.50.160 Enforcement – Civil remedies

- A. **Nuisance.** Any condition in violation of the prohibitions of this chapter, including, but not limited to, the maintenance or use of any illicit connection or the occurrence of any prohibited discharge, shall constitute a threat to the public health, safety and welfare, and is declared and deemed a nuisance pursuant to Government Code Section 38771.
1. **City Abatement.** In the event the owner of property, the operator of a facility, a permittee or any other person fails to comply with any provision of a compliance schedule issued to such owner, operator, permittee or person pursuant to this chapter, the Director may request the Enforcing Attorney to obtain an abatement warrant or other appropriate judicial authorization to enter the property, abate the condition and restore the area. Any costs incurred by the City in obtaining and carrying out an abatement warrant or other judicial authorization may be recovered pursuant to Section 8.50.160.A.3.
 - (a) **Court Order to Enjoin or Abatement.** At the request of the City Manager, the City Attorney may seek a court order to enjoin and/or abate the nuisance.
 - (b) **Notice to Owner and Occupant.** Prior to seeking any court order to enjoin or abate a nuisance or threatened nuisance, the City Manager shall provide notice of the proposed injunction or abatement to the owner and occupant, if any, of the property where the nuisance or threatened nuisance is occurring.
 2. **Emergency Abatement.** In the event the nuisance constitutes an imminent danger to public safety or the environment, the Director may enter the property from which the nuisance emanates, abate the nuisance and restore any property affected by the nuisance. To the extent reasonably practicable, informal notice shall be provided to the owner or occupant prior to abatement. If necessary to protect the public safety or the environment, abatement may proceed without prior notice to or consent from the owner or occupant thereof and without judicial warrant.
 3. **Reimbursement of Costs.** All costs incurred by the City in responding to any nuisance, all administrative expenses and all other expenses recoverable under State law, shall be recoverable from the person(s) creating, causing, committing, permitting or maintaining the nuisance.
 4. **Nuisance Lien.** All costs shall become a lien against the property from which the nuisance emanated and a personal obligation against the owner thereof in accordance with Government Code Sections 38773.1 and 38773.5. The owner of record of the property subject to any lien shall be given notice of the lien prior to recording as required by Government Code Section 38773.1. At the direction of the City Manager, the City Attorney is authorized to collect nuisance abatement costs or enforce a nuisance lien in an action brought for a money judgment or by delivery to the County Assessor of a special assessment against the property in accord with the conditions and requirements of Government Code Section 38773.5.
- B. **Injunction.** At the request of the City Manager, the City Attorney may cause the filing in a court of competent jurisdiction, of a civil action seeking an injunction against any threatened or continuing noncompliance with the provisions of this chapter.
- C. **Order for Reimbursement.** Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the City of all costs incurred in enforcing this chapter, including costs of inspection, investigation and monitoring, the costs of abatement

undertaken at the expense of the City, costs relating to restoration of the environment and all other expenses as authorized by law.

- D. **Damages.** The City Manager may cause the City Attorney to file an action for civil damages in a court of competent jurisdiction seeking recovery of (i) all costs incurred in enforcement of this chapter, including, but not limited to, costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses as authorized by law, and consequential damages, (ii) all costs incurred in mitigating harm to the environment or reducing the threat to human health, and (iii) damages for irreparable harm to the environment.
- E. **Damages from trespass or nuisance on public land.** The City Attorney is authorized to file actions for civil damages resulting from any trespass or nuisance occurring on public land or to the MS4 from any violation of this chapter where the same has caused damage, contamination or harm to the environment, public property or the MS4.

8.50.170 Enforcement – Criminal remedies

- A. **Infractions.** Any person who may otherwise be charged with a misdemeanor under this chapter may be charged, at the discretion of the City Attorney, with an infraction punishable by a fine of not more than one hundred dollars (\$100.00) for a first violation, two hundred dollars (\$200.00) for a second violation, and a fine not exceeding five hundred dollars (\$500.00) for each additional violation occurring within one (1) year.
- B. **Misdemeanors.** Any person who negligently or knowingly violates any provision of this chapter, undertakes to conceal any violation of this chapter, continues any violation of this chapter after notice thereof, or violates the terms, conditions and requirements of any permit issued pursuant to this chapter, shall be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for a period of not more than six (6) months, or both.

8.50.180 Enforcement – Non-exclusive remedies

Each and every remedy available for the enforcement of this chapter shall be nonexclusive and it is within the discretion of the Director or Enforcing Attorney to seek cumulative remedies, except that multiple monetary fines or penalties shall not be available for any single violation of this chapter.

8.50.190 Enforcement – Non-consecutive violations

Each day in which a violation occurs and each separate failure to comply with either a separate provision of this chapter, an Administrative Compliance Order, a Cease and Desist Order or a permit issued pursuant to this chapter, shall constitute a separate violation of this chapter punishable by fines or sentences issued in accordance herewith.

8.50.200 Enforcement – Notices

Delivery of Notice. Any Notice of Violation, Administrative Compliance Order, Cease and Desist Order or Invoice of Costs to be delivered pursuant to the requirements of this chapter shall be subject to the following:

- A. The notice shall state that the recipient has a right to appeal the matter as set forth in Section 8.50.210 of this chapter.
- B. Delivery shall be deemed complete upon personal service to the recipient; deposit in the U.S. mail, postage pre-paid for first class delivery, facsimile service with confirmation of receipt, or by

any other means permitted by law.

- C. Where the recipient of notice is the owner of the property, the address for notice shall be the address from the most recently issued equalized assessment roll for the property or as otherwise appears in the current records of the City.

Where the owner or occupant of any property cannot be located after the reasonable efforts of the Director, a Notice of Violation or Cease and Desist Order shall be deemed delivered after posting on the property for a period of five (5) business days.

8.50.210 Appeals

Any person subject to a Notice of Violation, Administrative Compliance Order, or Cease and Desist Order aggrieved by the issuance of an order may request a hearing and may appeal from the decision thereof in accordance with the procedures set forth in Chapter 1.26 of this Code. A person subject to an order to remedy a condition which poses an immediate threat to the public health, safety or welfare shall comply with that order during the pendency of any appeal. To the extent that any provision of this section conflicts with the provisions of Chapter 1.26, the provisions contained in Chapter 1.26 shall control.

8.50.220 Judicial review

The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any act taken pursuant to this chapter. Parties seeking judicial review of any action taken pursuant to this chapter shall file such action within ninety (90) days of the occurrence of the event for which review is sought.

8.50.230 Fees.

Fees to be charged for plan checking, inspections, monitoring, mitigation, remediation or cleanup efforts and any other activities carried out by the City under this Chapter shall be set by the City Council by resolution.

SECTION 2: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 3: Exemption from California Environmental Quality Act. The City finds that the amendments to the Municipal Code, made pursuant to this Ordinance, are exempt from the California Environmental Quality Act (“CEQA”) because the amendments are an action by a regulatory agency as authorized by state law, local ordinance or resolution for the protection of natural resources (i.e., water) under State CEQA Guidelines Section 15307 and the environment under State CEQA Guidelines Section 15308. The amendments will protect natural resources and the environment through the implementation of discharge procedures, water runoff controls, monitoring and reporting requirements, and enforcement provisions. Through these provisions, and others implemented by the amendments, the City will assure the maintenance, restoration, enhancement or protection of a natural resource and the environment. The City has also determined that the exceptions provided in State CEQA Guidelines Sections 15300.2 do not apply because the amendments’ enforcement and inspection provisions, among other restrictive

provisions, will protect the environment and do not otherwise involve unusual circumstances or cumulative effects. The City Clerk shall be the custodian of record for the documentation supporting this action. Staff is hereby directed to file a Notice of Exemption with the County Clerk's Office within five (5) working days.

SECTION 4: This ordinance shall take effect thirty (30) days after its adoption.

SECTION 5. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2015.

Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM;

City Attorney

CERTIFICATION

I, Catherine LaCroix, Deputy City Clerk of the City of Covina, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Covina, duly held the 5th day of May, 2015, and thereafter at a regular meeting held on the ____ day of ____, 2015, it was duly passed and adopted by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine LaCroix
Deputy City Clerk



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: May 5, 2015 **ITEM NO.** **NB 2**

STAFF SOURCE: Amy Hall-McGrade, Parks & Recreation Director
Melody Hynes, Community Relations Supervisor

ITEM TITLE: Approve the Suspension of the Covina Cultural Arts Advisory Commission, under the provisions outlined in Option 2 below.

STAFF RECOMMENDATION

Approve the Suspension of the Covina Cultural Arts Advisory Commission, under the provisions outlined in Option 2 below.

FISCAL IMPACT

None.

BACKGROUND

In January 1996, the City began the process of creating a Cultural Arts Master Plan under the auspices of the County of Los Angeles Music and Performing Arts Commission, which provided matching-grant funding to the Covina Parks & Recreation Department for development of a municipal cultural plan. A Cultural Arts Steering Committee was assembled representing the Covina arts community, individual artists, educators, local arts and cultural leaders, and business and government sectors. During March, April, and May of 1997, artists and arts organizations were polled to determine their concerns and interests, and surveys were conducted of over 8,000 Covina residents to assess priorities. The Master Plan was created and approved by City Council in August 1997. The document is an action plan designed to fulfill needs that have been researched, defined, and expressed by the community at large. The plan is pragmatic, based on the value of inclusion, grounded in the philosophy that public-private partnership is key to a successful long-term development of the arts and culture in Covina.

The mission statement of the Covina Cultural Arts Advisory Commission is as follows, “The City of Covina is dedicated to nurturing the educational, social, and economic growth of the city’s cultural environment in which the arts, heritage, and creativity of all citizens is supported and encouraged.”

Over the course of the past 18 years, the Commission has been involved with several projects and events such as, the Children’s Opera (2008-2010), Covina Community Concert Series (2009-2010), Leo Politi Event (2009), Dia de Los Muertos (2011-2015), Chalk Art Festival (2012-2015), Covina Christmas Parade (2012-2014), and also worked alongside the Covina Downtown Merchants Association (Monthly Artwalk) and Covina Concert Band (Pancake Breakfast, Thursday Night Concerts, and the Swing Festival).

Currently, there are five Commissioners. However, three of these Commissioners have recently tendered their resignations, as they are no longer able to dedicate the time required in the By-Laws to remain on the Commission. This will leave only two Commissioners, and a minimum of five Commissioners is required to have a quorum. The Commission is an asset to the City. Their work has connected the community to the arts and increased cultural awareness. It is important to maintain the Cultural Arts Master Plan and the Commission.

Two options have been developed for the return of the Covina Cultural Arts Advisory Commission.

Option 1: Request approval to suspend the Covina Cultural Arts Advisory Commission until new Commissioners can be recruited and appointed by City Council to resume the Commission.

Option 2: Request approval to suspend the Covina Cultural Arts Advisory Commission for a period of one year. During this time, staff will survey past Commissioners and research other City Arts Commissions for possible changes involving the By-Laws and role of the Commissioners.

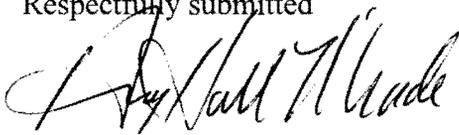
The Parks & Recreation Department will continue to coordinate the Chalk Art Festival and Dia de Los Muertos event, as they both have become heavily sought out events in the community.

The Cultural Arts Advisory Commission has played an active role in bringing the arts to the community through many different avenues. At the Council Meeting on May 19, 2015 the current commissioners will be recognized for their valuable contributions to the City.

EXHIBITS

None.

Respectfully submitted



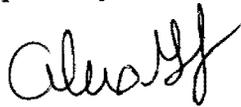
Amy Hall-McGrade, Director
Parks & Recreation and Library Services Department

- Incentives – Promotion of incentives provided by partner agencies, and the use of these incentives on public property to directly reduce water use by the City.
- Regulation – Investigate areas to improve our zoning and building codes to incentivize water conservation measures such as landscape improvement projects and grey water systems. In addition, the City Council is considering the passage of a State required Low Impact Development (LID) Ordinance that requires City projects and new developments to capture and infiltrate stormwater into the local aquifer where we receive a majority of our water supply.
- Conservation Rate Structures – Initiate a water utility rate study in the next Fiscal Year to address the increasing costs of water purchases on the financial viability of the utility, incentivize water conservation for the utilities largest users, and ensure that any new water rate conservation tiers are developed in a manner that complies with Proposition 218.
- Enforcement – Increased enforcement of the existing water rules to notify and issue citations to repeat water use violators while maintaining due process to protect all utility customers.

EXHIBITS

None

Respectfully submitted



Alex Gonzalez/Acting Director
Public Works Department



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE	May 5, 2015	ITEM NO.	NB 4
STAFF SOURCE	Kim J. Raney, Chief of Police David Povero, Police Captain Raymond Navera, Management Analyst		
ITEM TITLE	Report on Los Angeles County Animal Control Services for the City of Covina.		

STAFF RECOMMENDATION

Receive and file report.

FISCAL IMPACT

None. The current FY 14/15 budget for animal control services is \$125,000. Actual cost is lower due to being offset by revenue received from licensing fees.

BACKGROUND

The current five-year agreement between the City of Covina and the Los Angeles County Department of Animal Care and Control (DACC) was renewed on July 1, 2014, and remains in effect until June 30, 2019. The agreement with DACC is a full service agreement which includes:

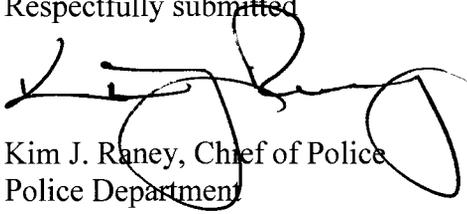
- Shelter services: All animals acquired in the field, within the boundaries of the Covina are impounded at the animal care center. All impounded animals are vaccinated and provided medical care, food and shelter. The animal's picture is taken and posted on the department website to assist in finding the animal's owner.
- Field Services: includes answering calls for service 24 hours per day, 7 days a week; dispatching field staff; and performing duties in the field based on priority, location and availability of staff.
- Outreach and Enforcement Services: Provides for dedicated staff to perform license enforcement activities such as issuing licenses, renewals, collecting delinquency charges and other fees in the field.
- Animal Facility Licensing: Provides that staff perform animal facility inspections and licensing to any lot, building, structure, enclosure or premises for any animal related business or organization which is required to be licensed. Businesses are provided a letter grade based on the results of the inspection. Licenses are generally valid for one year from the date of issue.
- Clinics: In cooperation with the City of Covina an annual pet vaccination and licensing clinic is held at Covina Park to serve the public. The next event is scheduled for Thursday, May 14 at 6:00 pm to 7:30 pm.

Los Angeles County Animal Care and Control staff and City staff are in attendance and available to answer any questions or concerns from the Council.

EXHIBITS

None.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Kim J. Raney". The signature is stylized with large loops and a horizontal line extending to the right.

Kim J. Raney, Chief of Police
Police Department