City of Covina/Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority

Mayor Peggy Delach – Mayor Pro Tem John King
Council Members Walt Allen, III – Bob Low – Kevin Stapleton

REGULAR MEETING AGENDA

125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, February 15, 2011
6:30 p.m.

- **The City Council/Redevelopment Agency/Public Finance Authority/Housing Authority will meet in closed session from 6:30 p.m.-7:30 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. Services such as American Sign Language interpreters, a reader during the meeting, large print copies of the agenda and assisted listening devices are available. 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 counter at City Hall located at 125 E. College Street and the Reference Desk at the Covina Library located at 234 N. Second Avenue during normal business hours. In addition, such writings and documents are available in the City Clerk's Office and may be posted on the City's website at *http://www.covinaca.gov/clerk/agendas.htm*.
- Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the City Council/Redevelopment Agency/Public Finance 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 Deputy City Clerk of the Covina City Council hereby declares that the agenda for the **February 15, 2011,** meeting was posted on **February 10, 2011** near the front entrance of the City Hall, 125 East College Street, Covina, in accordance with Section 54954.2(a) of the California Government Code.

CITY COUNCIL/REDEVELOPMENT AGENCY/
COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—CLOSED SESSION
6:30 p.m.

CALL TO ORDER

ROLL CALL

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

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/Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn to Closed Session for the following:

CLOSED SESSION

A. G.C. §54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Designated Representative: Robert Neiuber, Comm. Development/CRA Deputy Director
Negotiations to include both price and term:
- Greg Bozzani – 626 & 602 S. Citrus (APN: 8451-001-911)
- Betty J. Lidle – 614 Shoppers Lane (APN: 8451-00-1032)

B. G.C. 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representative: Anthony Arroyo, H.R. Director
Employee Organization: Police Management Group

C. G.C. 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

RECESS

CITY COUNCIL/REDEVELOPMENT AGENCY/
COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—OPEN SESSION
7:30 p.m.

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Council Member Stapleton.

INVOCATION

Led by Covina Police Chaplain Dave Truax.

PRESENTATIONS

Presentation to Northview High School for their participation in the Martin Luther King, Jr. day events.

Presentation by Covina Home Depot.

Recognition – Operation Santa Clothes.

Recognition of the 2010 Employee of the Year.

Employee Service Recognition.

Homeless Count Volunteer Recognition.

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 City Council/Redevelopment Agency/Public Finance Authority/Housing 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/Redevelopment Agency/Public Finance Authority/Housing 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 of the January 18, 2011 Regular Meeting of the City Council/Covina Redevelopment Agency/Covina Public Finance Authority.

CC 2. City Council to approve the Minutes of the January 25, 2011 Special Meeting of the City Council/Covina Redevelopment Agency/Covina Public Finance Authority.

CC 3. City Council to receive and file the City of Covina Strategic Plan Update.

CC 4. City Council to receive and file the Quarterly Report of the Treasurer for the Quarter Ended December 31, 2010.

CC 5. City Council to receive and file the Water Utility Billing and Automated Meter Reading Projects Status Updates Report.

CC 6. City Council to receive and file the Public Works Department Monthly Activity Report.

CC 7. City Council to receive and file the report on the 2011 Citywide Homeless Count conducted on January 25, 2011.

CC 8. City Council to approve the 2011 Call for Projects Grant Application, Covina Bicycle Network, Phase Two.

CC 9. City Council to approve Payment in Demands in the amount of $3,071,344.57.

CC 10. City Council to approve a purchase of four Pay-and-Display Parking Meters for Metrolink West Parking Structure.

CC 11. City Council to adopt **Resolution No. 11-6879** of the City of Covina, County of Los Angeles, State of California, updating the City of Covina's Emergency Operations Plan.

CC 12. City Council to adopt **Resolution No. 11-6932** of the City of Covina, County of Los Angeles, State of California, adopting the City of Covina's Natural Hazard Mitigation Plan (NHMP) in accordance with the Federal Disaster Mitigation Act of 2000 (Public Law 106-390).

CC 13. City Council to receive and file the Fiscal Year 2010-2011 2nd Quarter Major Funds Update and Mid-Year Update.

CC 14. City Council/Redevelopment Agency to receive and file 3rd Quarter 2010 Sales Tax Report.

CC 15. Redevelopment Agency to approve Payment in Demands in the amount of $391,372.31.

CC 16. Redevelopment Agency to receive and file the Quarterly Report of the Treasurer for the Quarter Ended December 31, 2010.

CONTINUED PUBLIC HEARING

CPH 1. City Council to conduct a Continued Public Hearing to consider application Conditional Use Permit 10-009, Variance 10-003 and Negative Declaration related to the wireless communication facility located at 121 North Grand Avenue and determine if the required findings can be justified.

Staff Recommendation:

a) Conduct the Continued Public Hearing and consider public testimony; and
b) Consider application CUP 10-009, a Conditional Use Permit for the construction and operation of a 38-foot high, light pole-type wireless communication facility and associated equipment; and
c) Consider application VAR 10-003, a Variance for a) the setbacks of the communication facility from Grand Avenue and from Badillo Street and b) the distance of the communication facility from similar facilities on a separate property to the southeast; and
d) Close the Public Hearing, determine if the required findings can be made and approve or deny the application and related environmental document.

CONTINUED JOINT PUBLIC HEARING

CJPH 1. City Council/Redevelopment Agency to conduct a Continued Joint Public Hearing to consider a Lease Agreement with Enterprise Rent-A-Car Company of Los Angeles, LLC, for property located at 635 S. Citrus Avenue, Covina, California.

Staff Recommendation:

a) Conduct the Continued Joint Public Hearing; and
b) Adopt **City Resolution No. 10-6917,** making certain findings pursuant to Health and Safety Code §33433 and approving a Lease Agreement for real property located at 635 South Citrus Avenue, Covina, California.
c) Adopt **Agency Resolution No. 10-649**, making certain findings pursuant to Health and Safety Code §33433 and approving a Lease Agreement for real property located at 635 South Citrus Avenue, Covina, California.

NEW BUSINESS

NB 1. City Council/Redevelopment Agency/Housing Authority to appoint two members of the City Council/Agency Board/Housing Authority to a sub-committee to review with staff developing changes related to the States proposed elimination of local redevelopment agencies and taking of local funds.

NB 2. City Council to approve the Amended and Restated Exclusive Franchise Agreement with Arakelian Enterprises, Inc.

CONTINUED NEW BUSINESS

CNB 1. Housing Authority to consider an Agreement for Services between the Covina Housing Authority and the City of Covina and Covina Redevelopment Agency.

Staff Recommendation:
Covina Housing Authority to adopt **Authority Resolution No. 11-001,** approving the Financial Assistance and Cooperation Agreement by and between the Housing Authority, the City and the Covina Redevelopment Agency and encumbering the funds pursuant thereto.

ADJOURNMENT

The Covina City Council/Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn an adjourned joint meeting with Supervisor Antonovich on **Thursday, February 17, 2011** at 8:00 a.m. in the Council Chamber of City Hall, 125 E. College Street, Covina, California 91723.

Item No. CC 1

MINUTES OF THE JANUARY 18, 2011 REGULAR MEETING OF THE COVINA CITY COUNCIL/COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCE AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Delach called the City Council/Redevelopment Agency/Public Finance Authority meeting to order at 6:31 p.m. and recessed to closed session.

ROLL CALL

Council Members Present: ALLEN, KING, LOW, STAPLETON
Council Members Absent: DELACH (with notice)
Elected Officials Present: City Clerk
Staff Members Present: City Manager, City Attorney, Police Chief, Police Lieutenant, Fire Battalion Chief, Community Development Director/CRA Deputy Director, Finance Director, Parks and Recreation Director, Human Resources Director, Sr. Redevelopment Manager, Sr. Management Analyst, Redevelopment Manager and Deputy City Clerk

AGENDA POSTING DECLARATION

The Deputy City Clerk of the City of Covina hereby declares that the agenda for the January 18, 2011 regular City Council/Redevelopment Agency/Public Finance Authority meeting was posted on January 13, 2011 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

CONVENED THE MEETING AND RECESSED TO CLOSED SESSION

A. G.C. §54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Designated Representative: Robert Neiuber, Comm. Development Director
Negotiations to include both price and terms:

- Greg Bozzani – 602 S. Citrus Avenue (APN 8451-001-911)
- Al Sal Oil Company – 611 S. Citrus Avenue (APN 8453-001-001)
- Enterprise – 635 S. Citrus Avenue (APN 8453-001-906 & 8453-001-900)

B. G.C. 54956.9(b) – CONFERENCE WITH LEGAL COUNSEL
Anticipated Litigation: One (1)

C. G.C. 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representative: Anthony Arroyo, H.R. Director
Employee Organization: Police Management Group

D. G.C. 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: Badillo Heights, LLC v. City of Covina: Case No. BC 448983

E. G.C. 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

CITY ATTORNEY ANNOUNCEMENT

City Attorney Marco Martinez announced City/Agency met in closed session to discuss the items listed on the agenda and there was no reportable action. All members were present except for Mayor Delach. City Attorney Marco Martinez reported Closed Session item E was not discussed.

CONVENE THE MEETING

The City Council/Redevelopment Agency/Public Finance Authority meeting reconvened at 7:38 p.m.

PLEDGE OF ALLEGIANCE

Council Member Allen led the pledge of allegiance.

INVOCATION

Covina Police Chaplain Jerry Gunderson gave the invocation.

PRESENTATIONS

None.

PUBLIC COMMENTS

Jorge Marquez representing State Senator Ed Hernandez stated their office in East Los Angeles would be moving to West Covina next week. Mr. Marquez welcomed State agency questions.

Mark Wechsler stated he has been a Covina resident since 1953. Mr. Wechsler inquired if there are expansion plans for the Inter-Community Medical Center located on Cottage Street.

A brief discussion took place regarding the City keeping open communications with the Medical Center and their improvement projects.

COUNCIL/AGENCY COMMENTS

Mayor Pro Tem King announced that Volunteers are needed for the Homeless Count on Tuesday, January 25, 2011. Those interested in volunteering are asked to contact the Covina Redevelopment Agency at (626) 384-5442.

Mayor Pro Tem King reported the first of several community meetings would take place on Thursday, January 20, 2011 at 7:00 p.m. at the Recreation Hall to gather input on updating the Covina Park System Master Plan. For additional information, please call the Parks & Recreation Department at (626) 384-5340.

Council Member Stapleton thanked the Public Works staff for the sprinkler report. He mentioned the December 30, 2010 grand opening of Lowe's in Covina and presented a golden saw from the grand opening to Mayor Pro Tem King. Council Member Stapleton inquired about the results of the 2010 Census and the appeal process. Council Member Stapleton requested the meeting be adjourned in honor of City Manager Daryl Parrish's father, Grant Parrish.

City Manager Daryl Parrish stated the City is expected to be informed in spring 2011 regarding the final count of the 2010 Census. City Manager Parrish explained that he has inquired about the appeal process should the number not reach the 50,000 threshold.

Council Member Allen reported on the Northview High School presentation, which was held today at 12:00 noon in the quad area, celebrating Dr. Martin Luther King Jr. birthday. Council Member Allen read an excerpt from the presentation, which outlined the legacy of Dr. King.

Council Member Low provided details on two books he recently read. Council Member Low recommended the book, "1927 and the Rise of Modern America" by Charles J. Shindo, reporting that Charles Shindo graduated from Covina High School.

CITY MANAGER COMMENTS

City Manager Daryl Parrish expressed his appreciation to members of the City Council, staff and the community for the outpouring of support with the passing of his father. City Manager Parrish mentioned Dr. Martin Luther King Jr. birthday, stating Dr. King's message of non-violence is more significant in today's world.

CONSENT CALENDAR

On a motion by Council Member Stapleton, seconded by Council Member Allen, the City Council/Redevelopment Agency/Public Finance Authority approved Consent Calendar items CC1, CC2, CC3, CC4, CC5, CC8, CC9, CC10, CC11, CC13, CC14, CC15, CC16 and CC17, with Council Member Low abstaining from Consent Calendar item CC7 and Mayor Pro Tem King abstaining from Consent Calendar item CC13. **Motion carried 4-0, with Mayor Delach absent.** Consent Calendar items CC6, CC7, and CC12 were removed from the Agenda for further discussion and consideration.

CC 1. City Council approved the Minutes of the December 7, 2010 Regular Meeting of the City Council/Covina Redevelopment Agency/Covina Public Finance Authority.

CC 2. City Council approved the Minutes of the December 21, 2010 Regular Meeting of the City Council/Covina Redevelopment Agency/Covina Public Finance Authority.

CC 3. City Council approved Payment of Demands in the amount of $3,384,467.06.

CC 4. City Council received and filed the Public Works Department Monthly Activity Report.

CC 5. City Council received and filed the report on the Finance Department Conferences and Training for the month of December 2010.

CC 6. City Council received the Covina Transit Survey and direct staff to prepare a Request for Proposal without the Covina Transit Metrolink Shuttle.

Council Member Low noted the heavy use of the senior transportation system for visits to the Joslyn Center and inquired if there were efforts to provide priority trips to medical centers.

Senior Management Analyst Alex Gonzalez responded that heavy usage occurs during 9:00 a.m. and 12:00 noon for dialysis appointments and the senior luncheon program. Senior Management Analyst Gonzalez reported that every effort is made to ensure medical appointments receive priority.

On a motion by Council Member Stapleton, seconded by Council Member Allen, the City Council/Redevelopment Agency/Public Finance Authority approved Consent Calendar item CC6. **Motion carried 4-0, with Mayor Delach absent.**

CC 7. City Council to renew a Professional Services Agreement with Willdan Financial Services for Special District Administrative Services.

Council Member Low inquired about the current district cost and assessment service cost per parcel.

Public Works Director Steve Henley responded that certain parcels are assessed at $20 a parcel, some over $100 and commercial properties are significantly higher.

At 8:12 p.m., Council Member Low left the dais due to a potential conflict with his residence residing in the special district area.

Council Member Stapleton stated that he believes it is unreasonable to collect assessments from a portion of the population for something that is a general benefit for the entire population and hopes the Finance Committee would look at ways to have a citywide assessment.

On a motion by Council Member Stapleton, seconded by Council Member Allen, the City Council/Redevelopment Agency/Public Finance Authority approved Consent Calendar item CC7. **Motion carried 3-0, with Council Member Low abstaining and Mayor Delach absent.**

CC 8. City Council awarded bid for Sanitary Sewer Main Replacement and Water Main Replacements on Puente Street, Project Nos. S-1003- and W-1004.

CC 9. City Council approved the Water Utility Personnel Adjustments.

CC 10. City Council appointed Roxanne Medina to the Housing and Community Development Advisory Committee.

CC 11. City Council approved the renewal of Facility Use Agreements with AYSO-Region 602 and Covina Baseball Association.

CC 12. City Council approved the allocation of reserve funds for the repair of the Police Department's emergency generator and adopted **Resolution No. 11-6922,** amending the Central Equipment budget for fiscal year 2010-2011.

Council Member Low requested further clarification on the cost to repair a radiator.

Public Works Director Henley reported that a new generator is approximately $250,000 to $300,000. Public Works Director Henley reported due to fiscal constraints the project remains unfunded and Public Works and Police Department were unsuccessful in receiving grant money for the project.

A brief discussion took place on the critical need to have an emergency generator at the Police Department and the immediate necessity for the repair.

On a motion by Council Member Allen, seconded by Council Member Stapleton, the City Council/Redevelopment Agency/Public Finance Authority approved Consent Calendar item CC12. **Motion carried 4-0, with Mayor Delach absent.**

CC 13. City Council adopted **Resolution No. 11-6920**, entering into a Memorandum of Understanding with the San Gabriel Valley Council of Governments regarding the California Long-Term Energy Efficiency Strategic Plan; and adopted **Resolution No. 11-6923,** amending the Environmental Protection budget for fiscal year 2010-2011.

CC 14. Redevelopment Agency approved Payment of Demands in the amount of $3,505,496.52.

CC 15. Redevelopment Agency received and filed a report updating the progress of the Redevelopment Agency Implementation Plan.

CC 16. Redevelopment Agency received and filed a report on staff's attendance at the California Redevelopment Association Affordable Housing Conference.

CC 17. Redevelopment Agency adopted **Agency Resolution No. 11-650,** approving an Exclusive Right to Negotiate Agreement between the Covina Redevelopment Agency and Jules Boand and Alex Alvarez.

PUBLIC HEARING

PH 1. Public Hearing was before City Council to consider an application for Conditional Use Permit 10-009, Variance 10-003 and Negative Declaration related to the wireless communication facility located at 121 North Grand Avenue and determine if the required findings can be justified.

Mayor Pro Tem King opened the Public Hearing at 8:19 p.m.

Community Development Director/CRA Deputy Director Robert Neiuber reported the application was approved by the Planning Commission and since that time, the property owner, Mr. Knight, appealed the decision. Community Development Director/CRA Deputy Director Neiuber reported the applicant's representative, Amit Patel, would speak on the proposed project.

Janos Balog, Mr. Knight's assistant, spoke on the proposed project. Mr. Balog reported on Mr. Knight's proposed improvements to the McDonald's restaurant. Mr. Balog explained that Mr. Knight feels the mono-pine tower would not fit in with the aesthetics of the shopping center; however, the alternative design for a flagpole cell tower seems to be a better fit for the site.

Mr. Amit Patel, representing T-Mobile Wireless addressed the alternative tower designs and noted the existing site flagpole is 51-feet high. Mr. Patel stated the proposed mono-pine tower is preferred for the site; however, they are working to bring forth tower alternatives, reduce the number of antennas and to bring the tower height to 42-feet.

Further discussion continued regarding co-location site requirements, multipliable antennas on cell towers and the proposed tower height for this site.

City Council recommended Mr. Patel continue to work with Mr. Knight on the project.

At 9:01 p.m., on a motion made by Council Member Stapleton, seconded by Council Member Low to continue the Public Hearing to the City Council/Redevelopment Agency/Public Finance Authority meeting of February 15, 2011 to consider application CUP 10-009 and application VAR 10-003. **Motion carried 4-0, with Mayor Delach absent.**

PH 2. Public Hearing was before City Council to consider the Housing and Community Development Advisory Committee's recommendation for funding applications for Fiscal Year 2011-2012 Community Development Block Grant (CDGB) program budget.

Community Development Director/CRA Deputy Director Neiuber gave a brief reported on the recommendations for the 2011-2012 CDBG Budget.

Mayor Pro Tem King opened the public hearing at 9:03 p.m.

Council Member Stapleton requested further clarification on the budget allocations.

Community Development Director/CRA Deputy Director reported on the recommendations for the 2011-2012 CDBG Budget and the set amount per program. He stated that parks and recreation allocations were based on discussion and prior budgets, residential rehab was based on the goal to accomplish four residential rehabs and economic development is for job retention.

Mayor Pro Tem King closed the public hearing at 9:06 p.m.

On a motion made by Council Member Allen, seconded by Council Member Stapleton, the City Council approved the 2011-2012 Community Development Block Grant Program budget as recommended with the provision that allocations be proportionally adjusted based on the final allocation as determined by the Community Development Commission, with a maximum of 15% of funding allocated for public service programs, and 10% of funding allocated for administration; and authorized the City Manager or his designee to execute documents related to the 2011-2012 Community Development Block Grant. **Motion carried 4-0, with Mayor Delach absent.**

PH 3. Public Hearing was before City Council to consider the approval of the Police Chief's recommendations for expenditures under Citizen's Option for Public Safety ("COPS") revenues.

Mayor Pro Tem King opened the public hearing at 9:07 p.m. There were no speakers. Mayor Pro Tem King closed the public hearing at 9:07 p.m.

On a motion made by Council Member Stapleton, seconded by Council Member Allen, the City Council approved the Police Chief's recommendation for use of the State's Citizen's Option for Public Safety (COPS) grant funds. **Motion carried 4-0, with Mayor Delach absent.**

PH 4. Public Hearing was before City Council to consider **Interim Urgency Ordinance No. 11-1992**.

Mayor Pro Tem King opened the public hearing at 9:08 p.m. There were no speakers. Mayor Pro Tem King closed the public hearing at 9:08 p.m.

On a motion made by Council Member Stapleton, seconded by Council Member Low, the City Council adopted **Interim Urgency Ordinance No. 11-1992**, extending Interim Urgency Ordinance No. 10-1991, thereby extending the moratorium on the permitting of new standalone wireless communications facilities for a period of 150 days; and directed staff to continue studying possible revisions to the City's existing zoning regulations to address new standalone wireless communications facilities. **Motion carried 4-0, with Mayor Delach absent.**

JOINT PUBLIC HEARING

JPH 1. Continued Joint Public Hearing was before the City Council/Redevelopment Agency to consider a Lease Agreement with Enterprise Rent-A-Car Company of Los Angeles, LLC, for property located at 635 S. Citrus Avenue, Covina, California.

At 9:09 p.m., Mayor Pro Tem King continued the public hearing. There were no speakers. On a motion made by Council Member Stapleton, seconded by Mayor Pro Tem King, the City Council/Redevelopment Agency continued the public hearing to the February 15, 2011 meeting to consider the approval of the Lease Agreement and proposed **Agency Resolution No. 10-649** and **City Resolution No. 10-6917. Motion carried 4-0, with Mayor Delach absent.**

NEW BUSINESS

NB 1. City Council to enter into a Professional Services Agreement with Tyler Technologies for Software Services and Support, subject to final negotiation of term by City Attorney.

Finance Director Dilu De Alwis provided a report to upgrade the current financial, human resources, payroll and permitting system software. Finance Director De Alwis stated that the current financial and payroll system is 10 years old and outdated in its ability to generate financial reports. He added the proposed new system would provide certified disaster recovery, a permitting system that will allow staff to see each other's work, a citizen portal that allows the public to access their permits, and the ability to generate financial reports to meet financial audit requests.

Council Member Allen and Council Member Stapleton inquired about the training timeline and expressed a concern given the water billing conversion difficulty.

Council Member Stapleton expressed his reluctance to give up control of such an important City function.

Council Member Low requested clarification on the total net cost per year, to which Finance Director Dilu De Alwis responded the new system would cost $241,000, approximately $20,000 more than the current software system.

Jennifer Wahlbrink with Tyler Technologies stated that Tyler Technologies handles approximately 80 implementations annually. Ms. Wallbrink provided details on how Tyler's project team reviews and provides analysis up front to understand the City's needs. She stated they take those decisions and put it to play in the system. Ms. Wahlbrink stated the next step includes training, a reconciliation phase and traditional service phase, which is a proactive support team to assist the City's needs.

Council Member Allen agrees with using technology to move the City forward with the result of providing better customer service.

Council Member Stapleton stated he would like to see the new system up and running by August 2010.

Further discussion took place on staff training, software licensing and maintenance costs.

On a motion made by Council Member Allen, seconded by Mayor Pro Tem King, the City Council entered into a Professional Services Agreement with Tyler Technologies for Software Services and Support. **Motion carried 3-1, with Council Member Low voting no and Mayor Delach absent.**

NB 2. City Council to renew a Business License and Certificate of Public Convenience and Necessity for Express Transportation Systems, dba, AAA Yellow Cab.

On a motion made by Council Member Allen, seconded by Council Member Low, the City Council renewed a Business License and Certificate of Public Convenience and Necessity for Express Transportation Systems, dba, AAA Yellow Cab. **Motion carried 4-0, with Mayor Delach absent.**

NB 3. City Council to approve the Covina Parking Study Goals and Objectives.

Irene Snavely stated she is speaking for the merchants at Shopper's Lane and expressed a concern with the plan to install parking meters, charge parking fees or allow restricted parking times. Ms. Snavely also talked about maintenance upkeep of Shopper's Lane.

A brief discussion took place on the Shopper's Lane parking lot upkeep, district fees and the City's maintenance fees.

Council Member Stapleton suggested this could be an opportunity to lease the property to an association and allow the association to maintain the parking lot.

On a motion made by Council Member Low, seconded by Mayor Pro Tem King, the City Council approved the Covina Parking Study Goals and Objectives. **Motion carried 3-1, with Council Member Stapleton voting no and Mayor Delach absent.**

At 9:59 p.m., the City Council/Redevelopment Agency/Public Finance Authority took a five-minute recess. The meeting reconvened at 10:04 p.m.

NB 4. City Council to approve Amendment No. 1 to the City's Water Utility Billing System Agreement with Global Water Management, LLC.

Public Works Director Steve Henley reported the first amendment to the agreement adds the customer service component and additional front and back office operations, such as customer turn on and off, processing of work orders and delinquent notice mailings. He reported all phone calls are answered on a 24-hour basis. Public Works Director Henley reported in the past 14 days, Global Water Management has handled 1,056 calls, 73% of those calls were answered within 60 seconds of the initial call coming into the call center.

Further discussion took place regarding the water billing transition with the City Council requesting that staff provide water billing transition updates at future Council meetings.

On a motion made by Council Member Allen, seconded by Council Member Stapleton, the City Council approved Amendment No. 1 to the City's Water Utility Billing System Agreement with Global Water Management, LLC. **Motion carried 4-0, with Mayor Delach absent.**

NB 5. City Council to adopt **Resolution No. 11-6921,** approving a Financing Agreement for Automated Meter Reading and Geographic Information Systems and Authorizing Change Order No. 1.

Public Works Director Henley reported the company providing the financing for the automatic meter reading requested the City Council adopt a resolution to memorialize the Council's approval of the original agreement. Public Works Director Henley reported on the increase project cost is needed to purchase an additional 887 meters, which resulted from State legislation banning use of water meters with lead paint.

On a motion made by Mayor Pro Tem King, seconded by Council Member Stapleton, the City Council adopted **Resolution No. 11-6921,** approving a Financing Agreement for Automated Meter Reading and Geographic Information Systems and Authorizing Change Order No. 1. **Motion carried 3-1, with Council Member Stapleton voting no and Mayor Delach absent.**

ADJOURNMENT

At 10:27 p.m., Mayor Delach adjourned the Covina City Council/Redevelopment Agency/Covina Public Finance Authority meeting in memory of Grant Parrish. The next meeting of the City Council/Redevelopment Agency/Public Finance Authority meeting is scheduled for Tuesday, February 1, 2011 at 6:30 p.m. for closed session followed by open session at 7:30 p.m. in the Council Chamber of City Hall, 125 East College Street, Covina, California, 91723.

Catherine M. LaCroix
Deputy City Clerk/Agency Secretary

Approved this 15th day of February, 2011.

Peggy Delach, Mayor/Chairperson

Item No. CC 2

MINUTES OF THE JANUARY 25, 2011 SPECIAL MEETING OF THE COVINA CITY COUNCIL/COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCE AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Delach called the City Council/Redevelopment Agency/Public Finance Authority meeting to order at 6:35 p.m.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, LOW, STAPLETON
Council Members Absent: None
Staff Members Present: City Manager, City Attorney, Police Lieutenant, Finance Director, Community Development Director/CRA Deputy Director, Sr. Redevelopment Manager, Redevelopment Manager and Deputy City Clerk

AGENDA POSTING DECLARATION

The Deputy City Clerk of the City of Covina hereby declares that the agenda for the January 25, 2011 special City Council/Redevelopment Agency/Public Finance Authority meeting was posted on January 20, 2011 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

PLEDGE OF ALLEGIANCE

Mayor Delach led the pledge of allegiance.

INVOCATION

Covina Police Chaplain David Truax gave the invocation.

PUBLIC COMMENTS

None.

COUNCIL/AGENCY COMMENTS

None.

CITY MANAGER COMMENTS

None.

NEW BUSINESS

NB 1. City Council to create the Covina Housing Authority under the California Housing Authority Law to maintain local control over housing responsibilities and the financial resources that are related thereto.

City Manger Daryl Parrish reported that the meeting this evening is in response to the newly appointed California Governor's recent budget proposal to address the State's 25.8 billion dollar budget deficit. One of the components of the proposed budget would be to eliminate Redevelopment Agencies in California. City Manager Parrish added that there has been talk about an emergency legislative session to consider the budget proposal.

City Attorney Elizabeth Hull reported that every city in California possesses a housing authority. She reported the proposed resolution would justify the need for a housing authority that would present options should the Governor's budget proposal move forward.

Further discussion took place on the proposed housing authority and the State's budget.

Council Member Stapleton inquired, and City Attorney Elizabeth Hull confirmed, that the Council/Agency could review options and make later determinations.

City Attorney Hull reported on the California State Controller's recent announcement to audit eighteen redevelopment agencies. She reported that some agencies on the State Controller's list have taken actions to transfer redevelopment funds or adopt cooperation agreements similar to Joint New Business items 3, 4 and 5, on tonight's agenda. The California Redevelopment Association has recommended that cities not take quick determinations; however, a number of cities throughout the State are taking similar actions.

Council Member Allen stated that he supports taking an aggressive stance to protect the City of Covina.

Council Member Low stated that he believes there is more blight now in Covina then there was 37 years ago when the Redevelopment Agency was created. Council Member Low stated that there are three redevelopment agencies within the Covina Valley Unified School District, which have been costly to the taxpayers, and he is not ready to cast his vote.

On a motion made by Mayor Pro Tem King, seconded by Mayor Delach, the City Council adopted **City Resolution No. 11-6926,** declaring that there is a need for a Housing Authority to function in the City, declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim chairman of the Housing Authority. **Motion carried 4-1, with Council Member Low voting no.**

NB 2. Redevelopment Agency to consider repayment of Housing Set Aside loan by the Debt Service fund to Low/Moderate Housing fund.

City Manager Parrish reported this item would accelerate repayment of a loan to the low/moderate fund that was scheduled to be paid by December 2019.

Mayor Pro Tem King inquired if the California Legislature could take money from the Covina Housing Authority.

City Attorney Hull responded the Governor's budget proposal appears to keep housing funds in the communities; however, it is not clear. Shifting money from agency funds to housing funds may increase the likelihood the funds would remain local.

On a motion made by Council Member Allen, seconded by Mayor Pro Tem King, the City Council adopted **Agency Resolution No. 11-651,** approving and authorizing the repayment of the Housing Set Aside loan to the Low/Moderate Housing fund at such time as it appears in the City Manager's discretion that the State may move forward with the Governor's Budge Proposal and such action may increase the likelihood of the funds remaining available for use at the local level....**Motion carried 5-0.**

NB 3. Redevelopment Agency to consider repayment of Supplemental Educational Revenue Augmentation Fund (SERAF) loan by the Debt Service fund to the Low/Moderate Housing fund.

City Manager Parrish reported this item would establish an obligation to accelerate payment of the SERAF loan.

A brief discussion took place regarding repayment of the SERAF loan.

On a motion made by Mayor Pro Tem King, seconded by Council Member Stapleton, the City Council adopted **Agency Resolution No. 11-652,** approving and authorizing the repayment of the Supplemental Educational Revenue Augmentation Fund (SERAF) loan to the Low/Moderate Housing fund at such time as it appears in the Executive Director/City Manager's discretion that the State may move forward with the Governor's Budget Proposal and such action may increase the likelihood of the funds remaining available for use at the local .....**Motion carried 5-0.**

JOINT NEW BUSINESS

JNB1. City Council/Redevelopment Agency to approve the Agreement for Services between the City of Covina and the Covina Redevelopment Agency with the Covina Housing Authority; and authorize the City Manager/Executive Director to enter into an agreement to encumber funds in current and future redevelopment housing set-aside and related housing bond funds to support affordable housing activities through Fiscal Year 2027.

City Manager Daryl Parrish reported this item would create a contractual obligation within the newly established Housing Authority and the Agency and take projects to completion.

City Attorney Hull reported that the Agency's mission as a redevelopment agency is to preserve, improve and increase the supply of affordable housing. One way to accomplish this is to combine resources with a housing authority and any additional funds a housing authority brings through grants or other funding sources.

Community Development Director/CRA Deputy Director Neiuber reported that the City received confirmation from the State that the General Plan Housing Element was accepted.

Council Member King inquired if there was flexibility to change the list of projects.

Community Development Director/CRA Deputy Director Neiuber responded that there is the ability for the Council/Agency/Authority to make determination for specific projects. He added that housing funds could be used outside project areas.

On a motion made by Council Member Allen, seconded by Council Member Stapleton, the City Council/Redevelopment Agency approved and authorized the City Manager/Executive Director to enter into an Agreement for Services between the City of Covina and the Covina Redevelopment Agency and the Covina Housing Authority; and adopted **City Resolution No. 11-6928 and Agency Resolution No. 11-656,** approving the Financial Assistance and Cooperation Agreement by and between the City, the Agency and the Housing Authority and encumbering funds pursuant thereto; and approved and authorized the City Manager/Executive Director to execute all related documents to encumber funds in current and future redevelopment housing set-aside and related housing bond funds to support affordable housing activities through Fiscal Year 2027. **Motion carried 4-1, with Council Member Low voting no.**

JNB2. City Council/Redevelopment Agency to consider the repayment of loans by the Agency for Project Nos. One and Two to the City.

City Attorney Hull stated the loan from the City to the Agency to fund operating expenses appears on the statement of indebtedness, which is filed with the State each year. She reported that there has been speculation, under the Governor's proposed budget, that not all agreements between City and Agency may be considered debt or contractual obligations. The intent of this action would repay the City to the extent funds are available, memorialize any remaining loans from the City to the Agency, and require the State to acknowledge the loan as a valid debt of the Agency.

Council Member King inquired if this action would have an impact on staffing.

Community Development Director/CRA Deputy Director Neiuber responded there would be no immediate changes to staff or programs of the Agency.

On a motion made by Council Member Allen, seconded by Council Member Stapleton, the City Council/Redevelopment Agency adopted **City Resolution No. 11-6927 and Agency Resolution No. 11-653,** approving and authorizing the repayment of the loans to the City from the Covina Redevelopment Agency for Fiscal Year 2010-2011. **Motion carried 5-0.**

JNB3. City Council/Redevelopment Agency to authorize City Manager/Executive Director to execute an Agreement for Services between the City of Covina and the Redevelopment Agency of the City of Covina to encumber current and future redevelopment tax increment proceeds through Fiscal Year 2027 and related public and private bond funds to support current revitalization of neighborhoods throughout Project Area One, Project Area Two, and Project Area Two Amended Area; and Adopt resolution making certain findings regarding the construction of certain public improvements in all Redevelopment Project Areas.

City Manager Parrish reported this action would secure a contractual obligation of tax increments through Fiscal Year 2027 for the list of projects.

On a motion made by Council Member Allen, seconded by Mayor Pro Tem King, the City Council/Redevelopment Agency authorized the City Manager/Executive Director to execute an Agreement for Services between the City of Covina and the Redevelopment Agency of the City of Covina to encumber current and future redevelopment tax increment proceeds through Fiscal Year 2027 and related public and private bond funds to support current revitalization of neighborhoods throughout the two project areas; and adopted **City Resolution No. 11-6929 and Agency Resolution No. 11-654** making certain findings regarding the construction of certain public improvements in all Redevelopment Project Areas. **Motion carried 4-1, with Council Member Low voting no.**

JNB4. City Council/Redevelopment Agency to authorize City Manager/Executive Director to execute a Agreement for Services between the City of Covina and the Redevelopment Agency of the City of Covina to encumber current and future redevelopment tax increment proceeds through Fiscal Year 2027 and related public and private bond funds to support revitalization of neighborhoods throughout Project Area One, Project Area Two, and Project Area Two Amended Area; and Adopt resolution making certain findings regarding the construction of certain public improvements in all Redevelopment Project Areas.

Community Development Director/CRA Deputy Director Neiuber reported this action would look at encumbering funding for future projects.

On a motion made by Council Member Stapleton, seconded by Mayor Pro Tem King, the City Council/Redevelopment Agency authorized the City Manager/Executive Director to execute an Agreement for Services between the City of Covina and the Redevelopment Agency of the City of Covina to encumber current and future redevelopment tax increment proceeds through Fiscal Year 2027 and related public and private bond funds to support revitalization of neighborhoods throughout the two project areas; and adopted

City Resolution No. 11-6930 and Agency Resolution No. 11-655, making certain findings regarding the construction of certain public improvements in all Redevelopment Project Areas. **Motion carried 4-1, with Council Member Low voting no.**

JNB5. City Council/Redevelopment Agency to authorize the City Manager/Executive Director to execute an Agreement for Services between the City of Covina and the Redevelopment Agency of the City of Covina to provide Neighborhood Preservation services including Code Enforcement, Building, and Planning for 10 years.

City Manager Parrish reported this item would transfer funds from the Agency to the general fund to contribute towards services that benefit the Agency, such as the elimination of blight and improvement of low/moderate income housing.

On a motion made by Council Member Allen, seconded by Mayor Pro Tem King, the City Council/Redevelopment Agency authorize the City Manager/Executive Director to execute an Agreement for Services between the City of Covina and the Redevelopment Agency of the City of Covina to provide Neighborhood Preservation services including Code Enforcement, Building, and Planning for 10 years; and adopted **City Resolution No. 11-6931 and Agency Resolution No. 10-657,** authorizing an Agreement for services between the City of Covina and Redevelopment Agency for the City's provision of Neighborhood Preservation Services, including Code Enforcement, Building, and Planning for 10 years. **Motion carried 4-1, with Council Member Low voting no.**

ADJOURNMENT

At 7:20 p.m., Mayor Delach adjourned the Covina City Council/Redevelopment Agency/Covina Public Finance Authority meeting in memory of Grant Parrish. The next meeting of the City Council/Redevelopment Agency/Public Finance Authority meeting is scheduled for Tuesday, February 1, 2011 at 6:30 p.m. for closed session followed by open session at 7:30 p.m. in the Council Chambers of City Hall, 125 East College Street, Covina, California, 91723.

Catherine M. LaCroix
Deputy City Clerk/Agency Secretary

Approved this 15th day of February, 2011.

Peggy Delach, Mayor/Chairperson

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 3

STAFF SOURCE: Catherine LaCroix, Deputy City Clerk

ITEM TITLE: Update on the Strategic Plan

STAFF RECOMMENDATION
Receive and file the monthly Strategic Plan objectives update.

FISCAL IMPACT
None.

BACKGROUND
City Council and staff held a Strategic Planning Meeting on October 26, 2010. In accordance with the Strategic Plan process, progress toward achievement of the outlined objectives will be reported to the City Council at the second meeting of each month. Attached, for the City Council's review, is the Strategic Plan Objectives matrix indicating the progress of each six-month objective for the three-year goals.

RELEVANCE TO THE STRATEGIC PLAN
See attached matrix.

EXHIBITS
A. Strategic Plan Objective Matrix

REVIEW TEAM ONLY
City Attorney: _____ **Finance Director:** _____
City Manager: _____ **Other:** _____

CITY OF COVINA ✡ STRATEGIC OBJECTIVES

October 26, 2010 to April 1, 2011

THREE-YEAR GOAL: *IMPROVE AND PROMOTE CUSTOMER SERVICE*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 31, 2010	City Manager and HR Director	Complete the structure of the Instant Customer Service Feedback Program, Xit Poll, and develop, distribute, analyze and present the results of five customer service surveys to the City Council.		X		Results from downtown survey presented to Council. Further surveys are being conducted during the 2011 calendar year.
2. April 1, 2011	City Manager - lead, HR Director, Mayor	Implement customer service training for all city staff (to include internal and external customers and a change of management philosophy to a more service-oriented approach).		X		Staff will be forming customer service team and seek trainer for 4th quarter of the 2010-11 FY.
3. April 1, 2011	Mayor and HR Dir., working with a Customer Service Committee (consisting of one rep from each dept)	Using the City Employees' Customer Service Survey, identify at least five ways to improve internal customer service.		X		See item #2.

THREE-YEAR GOAL: ***ENHANCE FINANCIAL STABILITY***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Quarterly	Finance Director	Present to the City Council updates on state and federal actions that could impact the financial stability of the city.	1/25/11			Council and Agency Board was updated on the State impacts at special meeting on 1/25/11
2. Feb. 15, 2011	Executive Director of Redevelopment	Enter into an agreement with a consulting firm to begin the process of combining the Redevelopment Project Areas and study other options to eliminate blight, improve low ad moderate income housing and promote economic development.	X		X	The agreement was approved, but is on hold due to the State's proposed elimination of local redevelopment agencies.
3. April 1, 2011	City Manager	Complete the study of the pros and cons, including the cost of options, for providing fire services, and recommend an option to the City Council for action.			X	Recommend revising date to 6/20/11. New LA County Fire Chief to be appointed. Shall mention the desire to meet with new chief and discuss cost options at Antonovich meeting scheduled for 2/17/11.
4. April 1, 2011	City Manager and Finance Director, with input from the Citizens' Advisory Committee on Long-Term Financial Stability	Present to the City Council for consideration at least five options for attaining long-term financial stability.			X 5/1/11	Consultant under contract to study Lighting District study. Will report findings to Council as part of the budget process. Limitations due to Prop. 26 being studied. Will report to council with possibilities.

5. April 1, 2011	Finance Director and City Manager	In accordance with state law, conduct a Fee Study and present recommendations to the City Council for action.				Same response as above.
6. April 1, 2011	Deputy Executive Dir. of Redevelopment	Survey at least 50 businesses to determine their needs as a part of a Business Assistance/Ombudsman Program and report the results to the City Council.		X		
7. April 1, 2011	HR Director	Present to the City Council for direction a study on ways to control costs of employee benefits at sustainable levels.		X	X	Items to be presented to Council in March or by end of April.

THREE-YEAR GOAL: ***ENHANCE PARKS & RECREATION AND LIBRARY SERVICES***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the Feb. 11, 2011 City Council meeting	Dir. of Parks and Recreation and the Dir. of Community Development	Make a recommendation to the City Council for action for the award of contract for the development of Heritage Plaza.	X			
2. April 1, 2011	Dir. of Parks and Recreation, working with private and public schools	Develop and implement at least one reading program for the benefit of young readers and to improve coordination between the library and private and public schools.		X		
3. April 1, 2011	Dir. of Parks and Recreation, working with the Library Board of Trustees and Community Library Vision Committee	Identify at least three strategies to encourage the public to contribute funds in support of the library.		X		
4. April 1, 2011	Dir. of Parks and Recreation	Present to the City Council for action at least two library policies or procedures for greater efficiency and improved customer service.		X		
5. April 1, 2011	Dir. of Parks and Recreation, working with the City Attorney and Police Chief	Present to the City council for action updated city park ordinances (e.g., related to the noise levels, dogs, wheel toys).		X		

THREE-YEAR GOAL: ***BECOME AN ENVIRONMENTALLY SUSTAINABLE COMMUNITY***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Feb. 15, 2011	Communications Manager	Develop and initiate a public information campaign (e.g., on the website, in City View) on available green practices in the city.		X		City View and Web-site both include information on green practices
2. April 1, 2011	Public Works Dir. and Councilmember King, in partnership with SCE	Complete strategic energy conservation audits of city facilities and present to the City Council for action at least five opportunities for energy conservation.		X		
3. April 1, 2011	Public Works Director	Research grants and site location opportunities for the development of a community garden and report the results to the City Council for direction.		X		
4. April 1, 2011	Public Works Director	Incorporate educational, environmentally sustainable landscape in at least one project on City property.		X		Shoppers Lane construction documents at 30%.
5. ~~April 1, 2011~~ June 30, 2011	Public Works Director	Complete the ARRA energy savings projects for the approved city facilities and municipal pool and apply for the Southern California Edison rebates.			X	Completion date moved back to June 30 due to revisions in federal approval process
6. At the April 12, 2011 City Council meeting	Community Development Dir.	Present to the City Council for consideration updated zoning codes to encourage environmental sustainability (e.g., water, solar).		X		Planning Commission kick off of these items is scheduled for February 22.

THREE-YEAR GOAL: ***PROVIDE EFFICIENT, VISIBLE AND RESPONSIVE PUBLIC SAFETY***						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. Ongoing	Councilmember Allen and the Police Chief	Apply for disaster preparedness grants.		X		
2. In compliance with California Law	Finance Dir. and HR Director	Submit to the Attorney General and State Controller's Office all employment MOUs, contracts and benefit changes as well as voluntarily placing the information on the city's website.	X			Completed 2nd quarter of the 2010-11 FY.
3. At the Dec. 7, 2010 City Council meeting	Police Chief	Present an update on LA RICS (Los Angeles Regional Interoperable Communication System) and its countywide funding issues.	X			Update presented at the December 21, 2010 City Council Meeting
4. At the Feb. 15, 2011 City Council meeting	Councilmember Allen and the Police Chief	Present the updated Disaster Plan to the City Council for action.	X			Presented to the City Council on 2/15/11

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 4

STAFF SOURCE: John B. Fielding, Treasurer
Dilu DeAlwis, Finance Director
Alan Sands, Accountant

ITEM TITLE: Quarterly Report of the Treasurer to the City Council for the Quarter Ended December 31st, 2010

STAFF RECOMMENDATION
Receive and file the Quarterly Report of the Treasurer for the Quarter Ended December 31st, 2010.

FISCAL IMPACT
None.

BACKGROUND
In accordance with State legislation, the Treasurer is required to submit annually a statement of investment policy to the City Council for adoption. The original policy was adopted at the meeting of July 6, 2010.

Section 4.0 of the policy requires a report by the Treasurer to the City Council and City Manager containing detailed information on all securities, investments, and moneys of the City. The report shall be submitted on a quarterly basis within 30 days following the end of the quarter. The report for the quarter ended December 31, 2010 is being presented showing cash placement, containing a statement that investments are in compliance with adopted policy, and that there are sufficient surplus funds immediately available to meet the pooled expenditures of the City for the next six months.

RELEVENCE TO STRATEGIC PLAN
Not Applicable.

EXHIBITS

A	Quarterly Report of the Treasurer to the City Council for the Quarter Ended December 31, 2010
A-1	Cash and Investment Summary
A-2	Bond Logistix Investment Portfolio Summary
A-3	Diversified Securities Investment Portfolio Summary
A-4	Smith Barney Investment Portfolio Summary
A-5	Investment Holdings by Sector
A-6	City & CRA Cash & Investments Three Year Comparison

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

EXHIBIT A

REPORT OF THE CITY TREASURER TO THE CITY COUNCIL

CASH BALANCE	**9/30/2010**	**$19,198,871.41**
RECEIPTS	10/1/10-12/31/10	5,861,803.72
		25,060,675.13
DISBURSEMENTS	10/1/10-12/31/10	(4,951,823.34)
CASH BALANCE	**12/31/2010**	**$20,108,851.80**

ANALYSIS OF CASH AND INVESTMENT BALANCE

LAIF		STATE FUND	752,575.23
BOND LOGISTIX INVESTMENT PORTFOLIO		EXHIBIT A-2	12,338,568.27
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS		EXHIBIT A-2	158,233.08
DIVERSIFIED SECURITIES INVESTMENT PORTFOLIO		EXHIBIT A-3	0.00
FEDERATED CAPITAL RESERVE MONEY MARKET		EXHIBIT A-3	1,126,428.92
SMITH BARNEY INVESTMENT PORTFOLIO		EXHIBIT A-4	1,533,526.37
SMITH BARNEY MONEY MARKET		EXHIBIT A-4	234,538.95
TOTAL INACTIVE PUBLIC DEPOSITS			16,143,870.81
CHECKING AND PETTY CASH BALANCES			3,964,980.99
CASH AND INVESTMENT BALANCE	**12/31/2010**		**$20,108,851.80**
CASH HELD BY THIRD PARTY ADMINISTRATORS			28,513,192.60
TOTAL CASH AND INVESTMENT BALANCE	**12/31/2010**		**$48,622,044.40**

This report is in compliance with the City of Covina (City) Statement of Investment Policy. There is sufficient investment liquidity to meet the pooled expenditures of the City for the next 6 months.

Respectfully submitted,

John B. Fielding
Treasurer

John B. Fielding

EXHIBIT A-1
CITY OF COVINA
QUARTERLY TREASURER'S REPORT - DECEMBER 31, 2010

TYPE OF INVESTMENT	ISSUER	BOOK VALUE $	ACQUISITION DATE	MATURITY DATE	MARKET VALUE $
City of Covina:					
Petty Cash	N/A	9,760.49	N/A	N/A	9,760.49
General - Checking Account	Bank of the West	3,513,138.11	N/A	Demand	3,513,138.11
Utility Billing Account	Wells Fargo	238,201.44	N/A	Demand	238,201.44
Workers' Compensation - Checking Account	Bank of the West	15,000.00	N/A	Demand	15,000.00
Payroll - Checking Account	Bank of the West	35,000.00	N/A	Demand	35,000.00
Community Resources - Checking Account	Bank of the West	5,000.00	N/A	Demand	5,000.00
Federal Treasury Narcotics - Checking	Bank of the West	14,603.20	N/A	Demand	14,603.20
Federal Justice Dept Admin - Checking	Bank of the West	121,001.75	N/A	Demand	121,001.75
AFLAC Flexible Spending Account	Bank of the West	13,276.00	N/A	Demand	13,276.00
Bond Logistix Investment Portfolio	Various	12,338,568.27	Various	Various	12,292,330.08
Wells Fargo Money Market and U.S. Treasury Bills	Various	158,233.08	N/A	Demand	158,233.08
Diversified Securities Investment Portfolio	Various	-	Various	Various	-
Federated Capital Reserve Money Market	Various	1,126,428.92	Various	Demand	1,126,428.92
Smith Barney Investment Portfolio	Various	1,533,526.37	Various	Various	1,532,571.15
Smith Barney Money Market	Various	234,538.95	Various	Demand	234,538.95
Local Agency Investment Fund	State of California	752,575.23	N/A	Demand	752,575.23
Subtotal (A)		**$20,108,851.80**			**$20,061,658.39**
Cash Held Under 3rd Party Administrator:					
1999 Water Certificate of Participation Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	0.13	N/A	Demand	$0.13
2010 Covina Water Revenue Bond Fiscal Agent: U.S. Bank	U.S. Bank	13,744,698.09	N/A	Demand	$13,744,698.09
2009 Covina Wastewater Bonds Fiscal Agent: BNY Western Trust Company		14,496,137.06	N/A	Demand	14,507,854.55
2004 MTA Prop C Sales Tax Revenue Bond Fiscal Agent: U.S. Bank Reserve	U.S. Bank	243,186.82	N/A	Demand	$243,186.82
2004 MTA Prop C Sales Tax Revenue Bond Fiscal Agent: U.S. Bank	U.S. Bank	29,170.50	N/A	Demand	$29,170.50
Subtotal (B)		$28,513,192.60			$28,524,910.09
TOTAL (A+B)		**$48,622,044.40**			**$48,586,568.48**

Comment:
The investments are in compliance with the adopted policy of the City of Covina.

Exhibit A-2
CITY OF COVINA
Bond Logistix
Investment Portfolio as of
December 2010

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
09/17/07	20,000	106.872000	**2,137,440.00**	2,161,740.00	2,161,740.00	4.5000	10/17/2012	Fed Farm Credit Bank
04/08/10	17,000	102.331000	**1,739,627.00**	1,747,702.00	1,747,702.00	1.8750	6/21/2013	Fed Home Loan Bank
02/19/09	20,000	101.993000	**2,039,860.00**	2,015,560.00	2,015,560.00	2.1250	3/23/2012	Fed Home Loan Bank
08/26/09	21,000	104.308000	**2,190,468.00**	2,284,296.00	2,284,296.00	5.3750	11/15/2011	Fed National Mortgage
06/30/09	20,000	106.605000	**2,132,100.00**	2,186,250.00	2,186,250.00	4.8750	6/30/2012	US Treasury
10/31/07	15,000	106.090000	**1,591,350.00**	1,532,578.13	1,532,578.13	3.8750	10/31/2012	US Treasury
12/31/07	10,000	106.063000	**1,060,630.00**	1,072,265.63	1,072,265.63	3.6250	12/31/2012	US Treasury
03/31/08	13,000	104.094000	**1,353,222.00**	1,344,230.47	1,344,230.47	2.5000	3/31/2013	US Treasury
04/30/08	21,000	105.641000	**2,218,461.00**	2,193,187.50	2,193,187.50	3.1250	4/30/2013	US Treasury
11/17/08	20,000	101.242000	**2,024,840.00**	2,039,062.50	2,039,062.50	1.7500	11/15/2011	US Treasury
03/15/09	13,500	101.242000	**1,366,767.00**	1,370,250.00	1,370,250.00	1.3750	3/15/2012	US Treasury
05/15/09	20,000	101.328000	**2,026,560.00**	1,982,187.50	1,982,187.50	1.3750	5/15/2012	US Treasury
07/15/09	13,500	101.660000	**1,372,410.00**	1,376,736.33	1,376,736.33	1.5000	7/15/2012	US Treasury
09/15/09	17,000	101.449000	**1,724,633.00**	1,725,699.22	1,725,699.22	1.3750	9/15/2012	US Treasury
03/15/10	15,700	101.461000	**1,592,937.70**	1,606,612.89	1,606,612.89	1.3750	3/15/2013	US Treasury
07/15/10	15,500	100.492000	**1,557,626.00**	1,568,951.17	1,568,951.17	1.0000	7/15/2013	US Treasury
08/15/10	15,500	99.797000	**1,546,853.50**	1,558,173.83	1,558,173.83	0.7500	8/15/2013	US Treasury
04/30/07	10,000	105.504000	**1,055,040.00**	1,080,937.50	1,080,937.50	4.5000	4/30/2012	US Treasury
			$ 30,730,825.20	$ 30,846,420.67	$ 30,846,420.67			
Wells Fargo Money Market					$ 395,582.70			
				Total Value of Portfolio	**$ 31,242,003.37**			-
Sold/Matured Investment								
08/27/08	16,000	102.625000	**1,642,000.00**	1,673,520.00	1,673,520.00	3.6250	9/16/2011	Fed Home Ln Bank
				$ (1,641,088.00)				
		Total	$ -	$ 32,432.00	$ -			

Interest Summary

Interest Collected in	12/31/2010	81,167.70

Cost Breakdown

Investment:

CRA portion	$ 18,507,852.40
City portion	12,338,568.27
	$ 30,846,420.67

Money Market:

CRA portion	$ 237,349.62
City portion	$ 158,233.08
	$ 395,582.70

Interest Collected in	
City 40%	32,467.08
CRA 60%	48,700.62
Total	81,167.70
Gain (Loss) on sale of investment	*(32,432.00)*
City 40%	(12,972.80)
CRA 60%	(19,459.20)
Total	(32,432.00)

City 40%

1010-0000-00-10881	32,467.08	-
1010-0000-00-47200	-	32,467.08
1010-0000-00-10881	-	12,972.80
1010-0000-00-47200	12,972.80	-

CRA 60%

5011-0000-00-10881	48,700.62	-
5011-4400-00-47200	-	48,700.62
5011-0000-00-10881	-	19,459.20
5011-4400-00-47200	19,459.20	-

Exhibit A-3
CITY OF COVINA
Diversified Securities
Investment Portfolio as of
December 2010

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
		Total	$ -	$ -	$ -			
Federated Capital Reserve Money Market					$ 2,252,857.83			
				Total Value of Portfolio	**$ 2,252,857.83**			-

Sold/Matured Investment

Total		$ -

Interest Summary

Interest Collected in	12/31/10	53.00

Fee Summary

Fees Collected in	12/31/10

Cost Breakdown

Investment:	
CRA portion	$ -
City portion	-
	$ -
Money Market:	
CRA portion	$ 1,126,428.92
City portion	$ 1,126,428.92
	$ 2,252,857.83

Interest Collected in

City 50%	26.50
CRA 50%	26.50

Exhibit A-3
CITY OF COVINA
Diversified Securities
Investment Portfolio as of
December 2010

	Total	53.00
Fee Summary		
	City 50%	-
	CRA 50%	-
	Total	-
	Gain (Loss) on sale of investment	-
	City 50%	-
	CRA 50%	-
	Total	-

City 50%

interest		
1010-0000-00-10882	26.50	
1010-0000-00-47200		26.50
gain/loss sale		
1010-0000-00-10882	-	
1010-0000-00-47200		-
management fees		
1010-0500-00-51110	-	
1010-0000-00-10882		-

CRA 50%

interest		
5011-0000-00-10882	26.50	
5011-4400-00-47200		26.50
gain/loss sale		
5011-0000-00-10882	-	
5011-4400-00-47200		-
management fees		
5011-4400-00-51110	-	
5011-0000-00-10882		-

Exhibit A-4
CITY OF COVINA
Smith Barney
Investment Portfolio as of
December 2010

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
12/31/2010	1,400	101.465200	Purch Pending	142,051.28	Purch Pending	1.3750	9/15/2012	US Treasury
12/31/2010	4,000	100.512100	Purch Pending	402,048.40	Purch Pending	1.0000	8/31/2011	US Treasury
4/30/2010	3,700	100.105000	370,388.50	371,518.82	371,518.82	0.8750	2/28/2011	US Treasury
3/23/2010	3,000	99.984000	299,952.00	298,689.00	298,689.00	-	3/1/2011	Fed National Mortgage Association
8/31/2009	2,500	100.164000	250,410.00	250,537.95	250,537.95	0.8750	3/31/2011	US Treasury
9/13/2010	1,900	100.164000	190,311.60	190,676.02	190,676.02	0.8750	3/31/2010	US Treasury
12/30/2009	4,000	100.227000	400,908.00	400,829.46	400,829.46	0.8750	4/30/2011	US Treasury
5/29/2009	1,000	102.680000	102,680.00	108,398.77	108,398.77	4.8750	7/31/2011	US Treasury
2/26/2010	2,000	100.586000	201,172.00	201,227.23	201,227.23	1.0000	10/31/2011	US Treasury
3/31/2010	1,200	100.586000	120,703.20	120,422.28	120,422.28	1.0000	10/31/2011	US Treasury
7/31/2009	3,500	101.660000	355,810.00	348,880.08	348,880.08	1.4970	7/15/2012	US Treasury
8/27/2010	1,900	100.273000	190,518.70	190,327.20	190,327.20	0.6250	7/31/2012	US Treasury
9/30/2009	1,600	101.449000	162,318.40	159,713.04	159,713.04	1.3750	9/15/2012	US Treasury
10/30/2009	1,200	101.449000	121,738.80	119,897.28	119,897.28	1.3750	9/15/2012	US Treasury
11/30/2009	1,400	101.492000	142,088.80	140,968.44	140,968.44	1.3750	11/15/2012	US Treasury
11/30/2010	3,400	99.405000	337,977.00	338,422.40	338,422.40	0.3750	11/30/2012	Fed Home Loan Mortgage Corp
10/27/2010	900	99.797000	89,817.30	90,457.29	90,457.29	0.7500	8/15/2013	US Treasury
4/30/2009	200	100.118000	20,023.60	21,134.60	21,134.60	5.0000	1/15/2011	Oracle/Ozark
4/30/2009	200	100.627000	20,125.40	21,290.60	21,290.60	5.2500	2/22/2011	Cisco
4/30/2009	200	101.289000	20,257.80	21,538.60	21,538.60	6.9500	3/15/2011	Ameriean Home Products
4/30/2009	200	101.969000	20,393.80	21,635.00	21,635.00	5.6000	5/15/2011	Abbott Laboratories
5/5/2009	200	103.814000	20,762.80	20,557.80	20,557.80	5.0000	11/15/2011	General Electric Cap Corp Medium
6/3/2010	2,000	102.404000	204,808.00	206,332.00	206,332.00	3.0000	12/9/2011	General Electric Cap Corp
7/14/2010	200	104.642000	20,928.40	21,219.60	21,219.60	5.3500	2/1/2012	Bear Stearns Co Inc sr Notes
7/14/2010	200	103.487000	20,697.40	20,885.60	20,885.60	3.7500	3/1/2012	Coca Cola Enterprisese
5/5/2009	200	105.111000	21,022.20	21,395.20	21,395.20	5.2500	3/1/2012	Hewlett-Parckard Co Global
5/5/2009	200	103.187000	20,637.40	20,676.00	20,676.00	3.4500	3/3/2012	Chevron Corp
5/21/2009	200	103.174000	20,634.80	20,818.00	20,818.00	3.5500	3/6/2012	Eli Lilly & Co
5/5/2009	200	104.346000	20,869.20	21,234.00	21,234.00	4.4500	3/15/2012	Pfizer Inc
9/13/2010	1,400	102.076000	142,906.40	143,371.20	143,371.20	3.6250	8/1/2012	Bank of America Corp
7/14/2010	200	103.201000	20,640.20	20,570.80	20,570.80	3.6250	8/1/2010	Goldman Sachs Group Inc
6/21/2010	700	102.145000	71,501.50	71,488.20	71,488.20	2.0000	9/28/2012	General Electric Cap Corp
7/14/2010	200	101.779000	20,355.80	20,355.40	20,355.40	1.8750	11/20/2012	Boeing Co
8/13/2010	200	107.028000	21,405.60	21,717.20	21,717.20	4.5000	4/1/2013	Bank New York Inc Medium Term
7/13/2010	200	101.730000	20,346.00	20,233.20	20,233.20	2.0000	4/5/2013	Caterpillar Fin Service Corp
7/14/2010	200	108.729000	21,745.80	21,985.40	21,985.40	5.2500	4/15/2010	Verizon Communications
	45,900							
		Total	$ 4,086,856.40	$4,633,503.34	$ 4,089,403.66			

				check
Federated Capital Reserve Money Market	$ 625,437.19		prior mo bal	4,715,382.02
			transactions	(541.17)
	Total Value of Portfolio	$ 4,714,840.85	Curr mo bal	4,714,840.85
			Diff	-

Sold/Matured Investment

4/30/2009	200	101.826000	20,365.20	21,724.80	21,724.80	7.8750	3/1/2011	AT&T Wireless
				(20,244.00)				
5/17/2010	1,000	100.051000	100,051.00	100,355.80	100,355.80	0.8750	12/31/2010	US Treasury
6/3/2010	1,500	100.051000	150,076.50	150,504.45	150,504.45	0.8750	12/31/2010	US Treasury
6/21/2010	2,800	100.051000	280,142.80	280,952.56	280,952.56	0.7500	12/31/2010	US Treasury

			(530,000.00)	
	Total	$ 550,635.50	$ 3,293.61	

Interest Summary

Interest Collected in	Dec-10		5,322.57	
Accrued Interest paid	Dec-10	(-)	(138.13)	
Accrued Interest recei	Dec-10		525.00	5,709.44

Fee Summary

Fees Paid in	Dec-10	2,957.00	

Cost Breakdown

Investment:		
CRA portion	$ 2,555,877.29	
City portion	1,533,526.37	
	$ 4,089,403.66	
Money Market:		
CRA portion	$ 390,898.24	2,946,775.53
City portion	$ 234,538.95	1,768,065.32
	$ 625,437.19	4,714,840.85

Interest Collected in			
	City 37.5%	2,141.04	
	CRA 62.5%	3,568.40	
	Total	5,709.44	
Fee Summary			
	City 37.5%	1,108.87	
	CRA 62.5%	1,848.13	
	Total	2,957.00	
Gain (Loss) on sale of investment		*(3,293.61)*	
	City 37.5%	(1,235.10)	
	CRA 62.5%	(2,058.51)	
	Total	(3,293.61)	(541.17)

CITY

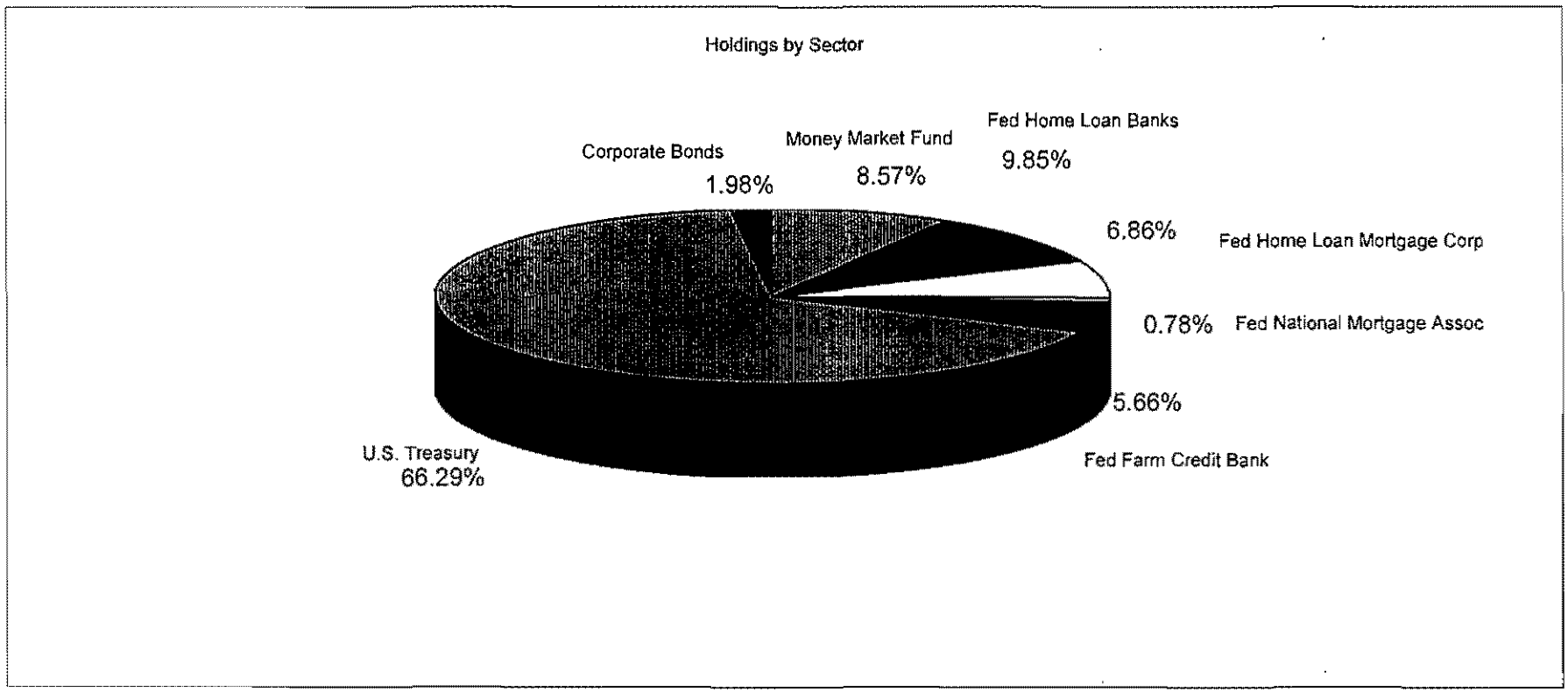
interest		
1010-0000-00-10883	2,141.04	-
1010-0000-00-47200	-	2,141.04
gain/loss sale		
1010-0000-00-10883	-	1,235.10
1010-0000-00-47200	1,235.10	-
management fees		
1010-0500-00-51110	1,108.87	
1010-0000-00-10883		1,108.87

CRA

interest		
5011-0000-00-10883	3,568.40	-
5011-4400-00-47200	-	3,568.40
gain/loss sale		
5011-0000-00-10883	-	2,058.51
5011-4400-00-47200	2,058.51	-
management fees		
5011-4400-00-51110	1,848.13	
5011-0000-00-10883		1,848.13

EXHIBIT A-5
INVESTMENT HOLDINGS BY SECTOR

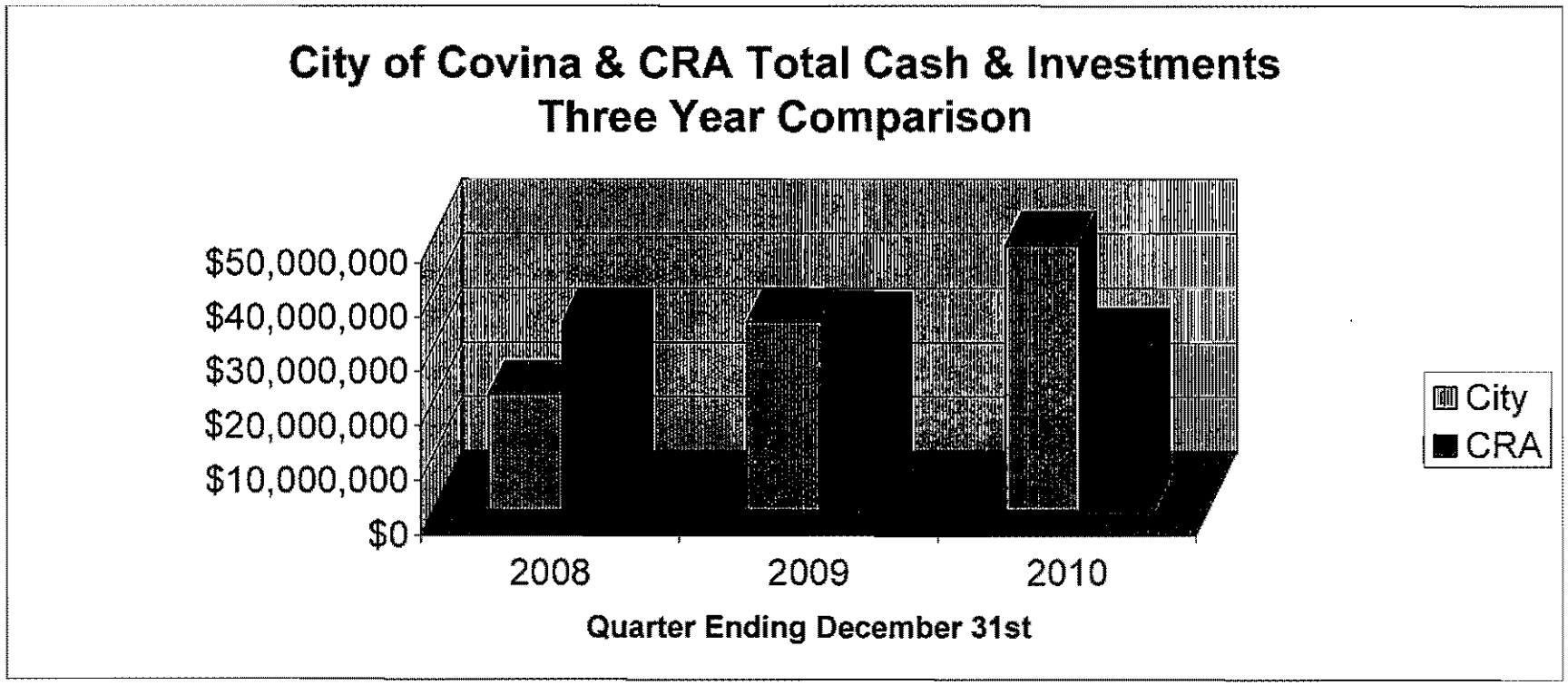
	Bond Logistix* Investment	Diversified Securities	Smith ** Barney	Total Investment	Percentage
Money Market Fund	395,583	2,252,858	625,437	3,273,878	8.57%
Fed Home Loan Banks	3,763,262	0	0	3,763,262	9.85%
Fed Home Loan Mortgage Corp	2,284,296	0	338,422	2,622,718	6.86%
Fed National Mortgage Association	0	0	298,689	298,689	0.78%
Fed Farm Credit Bank	2,161,740	0	0	2,161,740	5.66%
U.S. Treasury	22,637,123	0	2,693,854	25,330,977	66.29%
Corporate Bonds	0	0	758,438	758,438	1.98%
Total	31,242,003	2,252,858	4,714,841	38,209,702	100.00%



* Bond Logistix average S&P rating: AAA. Average coupon rate: 3.05%
** Smith Barney average S&P rating: AA+. Average coupon rate: 1.51%

City of Covina / CRA - Total Investments Year-Over-Year Comparison

Quarter Ending	City	CRA
12/31/2008	$21,178,556.57	$34,452,961.99
12/31/2009	34,633,941.56	34,018,568.81
12/31/2010	48,622,044.40 *	30,935,164.19



* Increase in city cash due to issuance of 2010 Covina Water Revenue Bond in December 2010.

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 3, 2001 **ITEM NO.:** CC 5

STAFF SOURCE: Steve Henley, Director of Public Works
Kalieh Honish, Assistant Director of Public Works

ITEM TITLE: Water Utility Billing and Automated Meter Reading Projects Status Updates

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STAFF RECOMMENDATION
Receive and file the Water Utility Billing and Automated Meter Reading Projects Status Updates Report.

FISCAL IMPACT
This is an informational status report only and carries no fiscal impact.

BACKGROUND
At its regular meeting of January 18th, the City Council directed staff to provide regular status updates on the on-going implementation of the Water Utility's new billing system and automated meter reading system. This is the first of these reports and the key performance information for both projects is as follows:

Utility Billing System

- The contract Customer Service component has been fully staffed and is 100% operational
- For the period of January 3 – 31 the Call Center handled 2,067 calls. Of those calls, 4 were characterized as complaints. The remainder were standard calls related to payments, address changes, move-in, move-out, and general account and billing inquiries.
- 75% of all calls to the Call Center were picked-up by a Customer Service representative in less than 60 seconds. The average wait time for customers to be connected to a Customer Service representative was 62 seconds.
- 100% of the 8,329 bills processed in January were issued within the required 25 to 35-day read window.
- The Call Center and automated payment processing center processed 8,238 payments in the month of January; 433 of which were credit card payments, a service not previously available to customers.
- 100% of payments deposited in the payment drop box at the City Yard were processed and posted on a daily basis.

- A secondary payment drop box has been ordered and upon its delivery will allow for customers to drop-off payments at either the City Yard or City Hall. Protocols are being established to provide for the servicing of the box at City Hall.

Automated Meter Reading System

- The installation of the ten (10) wireless Data Collection Units (DCUs) has been completed and the DCU transmissions have been integrated with the billing system.
- 3,449 meters, or approximately forty-one percent (41%) of the system's meters have been replaced with the automated reading meters. Each of these meters is fully activated upon installation; eliminating the need for their manual reading.
- While the new meters are currently self-reading and feeding their data directly to the billing system; customers will not be able to access their read information via the Internet until the entire project is completed. Once all meters are in place, the E-Care component of the system will be activated; providing customers with the ability to access real-time read data by personal computer.

RELEVENCE TO THE STRATEGIC PLAN

While not a listed objective of the current Strategic Plan, through its enhancement of customer service capabilities and expansion of electronic business functions in a cost-effective manner the proposed action addresses and supports three of the current Plan's goals, i.e. Improve and promote customer service; Enhance financial stability; and Become an environmentally sustainable community.

EXHIBITS

None

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 6

STAFF SOURCE: Steve Henley, Director of Public Works
Kalieh Honish, Assistant Director of Public Works
Paul Hertz, Public Works Superintendent

ITEM TITLE: Public Works Department Monthly Activity Report

STAFF RECOMMENDATION
Receive and file the Public Works Department Monthly Activity Report.

FISCAL IMPACT
This report is informational only and has no budgetary impact.

BACKGROUND
Attached for the City Council's review and information are the Public Works Department's Monthly Activity Report for January.

In conjunction with the implementation of a revised Zone Maintenance Program in 2007, the Department implemented a renewed focus on Key Performance Indexing (KPI). KPI is a useful tool for developing a measurement system of organizational effectiveness by identifying activities important to the community and tracking their output over time.

With January marking the beginning of the fifth year of the KPI program, department meetings with supervisory staff were conducted throughout the month to review activity and performance trends and to further refine and expand on-going action plans while considering available resources.

As action plans were reviewed, the following additions and deletions of performance indicators were noted with tracking beginning this month:

- The Water Division will now include Dig Alert Responses with its reporting.
- The Equipment Division will now begin tracking major repairs over $1000.
- Stop and bars painted will be removed from the Street Division tracking as this task is generally handled by the Department's traffic striping contractor. However, the category of illegally dumped items picked up will now be tracked as both City and LA Works crews continue to receive increased requests in this area.
- The Engineering Section streamlined and condensed the performance indicator of inspection tracking. Two indicators of sewer repair/install and traffic signal system install were

eliminated, while four new office-based performance indicators were added, i.e. permits issued, plan checks conducted, document research requests, and value of plans prepared.

- The Transportation Section eliminated Metrolink shuttle passenger tracking, but began tracking the average daily permits sold.
- Six new performance indicators were added by Code Enforcement. They will now track industrial waste open cases, liens filed, liens released, total homes in foreclosure, foreclosed homes registered, and cases referred for possible litigation.
- The Building and Safety Section refined its tracking by now recording both pre- and post-permit counter visits associated with submittals and issuance as well as recording the number of hours spent for pre- and post-plan check and permit related customer service.

As other additions or deletions of performance indicators occur, they will also be brought to the Council's attention.

RELEVANCE TO THE STRATEGIC PLAN

The Public Works Department consists of the Water Division, Streets and Sewer Division, Central Equipment Division, Building Maintenance, and Development Services which includes Engineering, Environmental Services, Building and Safety, as well as Code Enforcement. The combined activities of each of the divisions continually strives to enhance the safety, development and infrastructure needs of the community in the most cost effective and responsive way possible. In this way, while not directly responsive to any of the currently identified objectives of the Strategic Plan the activities which are reported on herein support several of the specific Strategic Plan's Goals, as follows: Improve and promote customer service; Enhance financial stability; Become an environmentally sustainable community; and Provide efficient, visible and responsive public safety.

EXHIBITS

A. Public Works Department Monthly Activity Report – January 2011

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

CITY OF COVINA
PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT
JANUARY 2011

DIVISION	ACTIVITY	QUANTITY
Water Utility	Meter reads	6,975
	Meter replacements	12
	Consumer responses	50
	Backflow tests	5
	Flushed blow-offs	0
	Service line repair/replace	11
	Main line repair/replace	0
	Fire hydrant repair/replace	3
	Isolation valves exercised	19
	Dig alert responses	63
	Emergency call outs	8
Equipment Maintenance	Preventative Maintenance service	44
	Safety inspections	48
	Daily demand repairs	85
	Tire repairs	5
	Major repairs over $1000	5
	Emergency call outs	9
Street Maintenance	Traffic sign remove/replace/install	14
	Potholes repaired	240
	Curb and gutter remove/replace (LF)	0
	Sidewalk remove/replace (SF)	376
	Curb painted (LF)	25
	Illegally dumped items picked up (LBS.)	1,800
	Utility cuts repaired	3
	Trees trimmed - LA Works crew	17
	Trees removed	2
	Emergency call outs	0
Environmental Services	Used oil containers distributed	6
	Compost bins distributed	1
	NPDES violations investigated	1
	NPDES Permit Inspections	19
	Waste management consumer contacts	11
	Industrial Waste Permit Inspections	73
	Plans checked for environmental compliance	5
	Environmental legislation & regulations reviewed	5
	Special Waste collection events promoted	3
Engineering Inspection	Permits issued	22
	Inspections conducted	21
	Complaint responses	1
	Jobsite meetings	6
	Plan checks conducted	21
	Document research requests	60
	Value of plans prepared	448,750
Building Maintenance	Service requests completed	24
	Facility heat/air conditioning repairs	1
	Facility lighting/electrical repairs	4
	Emergency call outs	0

CITY OF COVINA
PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT
JANUARY 2011

DIVISION	ACTIVITY	QUANTITY
Transportation	Bus passes sold	59
	Covina Transit passengers	1,498
	Metrolink monthly permits sold	607
	Metrolink Avg. daily permits sold	71
	Municipal lots blue zone permits sold	39
	Municipal lots monthly machine revenues	$437
Code Enforcement	Number of Inspections	620
	Number of signs pulled from public right-of-way	181
	Number of resolved cases	44
	Number of open cases	185
	Industrial waste cases open	62
	Liens filed	9
	Liens released	12
	Total homes in foreclosure	304
	Foreclosed homes registered	148
	Cases referred for possible litigation	16
Building & Safety	Pre/Post permit counter visits	135
	Pre/Post Activity (hours)	20.25
	Permits issued	60
	Inspections conducted	356
	Plan checks conducted	28
	Permit valuation	$755,499
Sewer Maintenance	Manholes inspected	85
	Linear feet of main cleaned	61,522
	Hot-spot locations cleaned	33
	Sewer overflow responses	0
	Manholes treated for vermin infestation	41
	Manholes treated for rodent infestation	10
	Routine pump station checks	31
Special Activities of Note	Refuse site inspections	4
	Manholes repaired	2
	Weed spraying of hardscapes (number of applications)	68
	Asphalt skin patches (SF)	2,712

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.: CC. 7**

STAFF SOURCE: Robert Neiuber, Director of Community Development
Nuala Gasser, Senior Redevelopment Manager

ITEM TITLE: Report on 2011 Citywide Homeless Count conducted January 25, 2011.

STAFF RECOMMENDATION
City Council to receive and file the report on the 2011 Street Homeless Count.

FISCAL IMPACT
None

BACKGROUND
On December 7, 2011, the City Council approved participation in the Los Angeles County Continuum of Care Street Homeless Count. Los Angeles Homeless Services Authority (LAHSA), as the lead agency, set the parameters and guidelines for the count, which took place in Los Angeles County on January 25, 26 and 27th. The San Gabriel Valley, including the City of Covina, was counted on Tuesday, January 25, 2011. The Joslyn Senior Center was used as the deployment center.

A total of fifty four people volunteered to help with the Covina count, which required counting people living in places not meant for human habitation such as cars, parks, campers, sidewalks and abandoned buildings. After a session of volunteer training, fifteen teams deployed at 9 p.m. Teams were assigned to specific census tracts, or portions of census tracts, each amounting to approximately fifteen road miles. In addition to the ten census tracts counted in Covina, two additional tracts were counted as "walking tracts" in the city of Baldwin Park, which did not opt in to count.

After counting, the teams reported back to the deployment center and turned in their enumeration forms. LAHSA set up a truck at the Joslyn Center, and the fifteen San Gabriel Valley cities which had opted in, returned their materials at the Covina location.

Many citizens participated in this event, but several groups in particular provided strong support. Without their help, the count would not have been possible. The groups were as follows

Organization	No. of Volunteers
United Methodist Church	11
St. Louise de Marillac Catholic Church, St. Vincent de Paul Society	6
Police Volunteers and family	6

Other represented groups were the Covina Chamber of Commerce, the Assembly of God Church, City Employees and officials, Lions Club, Cal Poly University, Foothill Unity Center, LA County, and the community.

The Parks and Recreation Department provided the facility, and the Police Department provided security for the night.

Official results will not be available from LAHSA for some time. Based on the forms turned in by the volunteers the following statistics were revealed for homeless individuals and places where homeless people were living in Covina on the night of January 25, 2011:

Individuals	12
Cars	2
Vans	1
Camper/RV	4
Tent	1

In the 2009 count, the results of the Covina count were

Individuals	5
Cars	4
Camper/RV	11

RELEVANCE TO THE STRATEGIC PLAN
None.

EXHIBITS
None.

REVIEW TEAM ONLY
City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 8

STAFF SOURCE: Steve Henley, Public Works Director
Alex Gonzalez, Senior Management Analyst

ITEM TITLE: Approve 2011 Call for Projects Grant Application, Covina Bicycle Network, Phase Two

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STAFF RECOMMENDATION
Approve 2011 Call for Projects Grant Application, Covina Bicycle Network, Phase Two, to seek $724,233 in funding to construct eight miles of bicycle lanes and install a secure bicycle parking facility in Downtown Covina.

FISCAL IMPACT
If the application is successful, $90,529 in Proposition C funds will be budgeted in Fiscal Year 2015-2016 and $90,529 in Proposition C funds will be budgeted in Fiscal Year 2016-17 as a 20% local match, with no General Fund impact. Additional pavement repairs outside of the scope of this grant application may be necessary along the chosen routes to improve street conditions before bicycle lane installation based on a pavement analysis that will occur during preliminary engineering. Any additional street repairs will also be funded by Proposition C, with no general fund impact.

BACKGROUND
An application was submitted by Transportation Section staff on January 27, 2011 for the 2011 Los Angeles County Metropolitan Transportation Authority (LACMTA) Call for Projects under the Bikeway Improvements category. The Bikeway Improvements category is intended to fund regionally significant projects that provide access and mobility through bike-to-transit improvements, gap closures in the inter-jurisdictional bikeway network, and bicycle parking.

The application calls for 8.0 miles of Class II Bicycle Lanes on Azusa Avenue, Badillo Street, Citrus Avenue, Front Street and Second Street with a secure bicycle parking facility in Downtown Covina at Second Avenue and Badillo Street.

EXHIBITS
A. 2011 Call for Projects Application

REVIEW TEAM ONLY
City Attorney: _____ **Finance Director:** _____
City Manager: _____ **Other:** _____

Los Angeles County Metropolitan Transportation Authority
2011 Call for Projects

PROJECT FUNDING APPLICATION

MTA Use Only
Project # _____
Mode: _____
Area: _____

NOTE TO APPLICANT: Each individual project must be submitted as one application. A complete application consists of three parts: I-General, II-Financial, and III-Modal. Two (2) hard copies and one (1) CD-R or DVD of a complete application are required. **Do not submit spiral or machine-bound applications.** Project Study Reports (PSR), Project Study Reports/Project Development Support (PSR/PDS) or a Project Study Report Equivalent (PSRE) (whichever is applicable), plans, brochures, or other literature will not be accepted in lieu of a completed Metro application. All questions must be answered.

Prior to filling out this application, be sure to review the Call for Projects "New and Important Program Requirements" found on page 4 of this Application Package.

PART I - GENERAL PROJECT INFORMATION

1. **PROJECT TITLE** (Do not exceed 60 characters, including spaces - for use on all MTA summary listings):

   Covina Bicycle Network - Phase Two

2. **PROJECT APPLICANT:**
   Lead Agency

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

   Contact Person Name & Title:,

   Alex Gonzalez, Senior Management Analyst

   Phone #:**626 384-5519** and Fax #:**626 384-5577**

   e-mail: agonzalez@covinaca.gov

* Please note that the designated "Contact Person" is the only contact point for all Call for Projects communications from MTA. All MTA correspondence, questions, inquiries soliciting clarification of information contained in applications, etc., will be directed to the identified contact person. Therefore, if the above designated contact person no longer functions in this capacity (i.e., vacation, illness, etc.), it is the responsibility of the project applicant to contact both the modal lead and overall leads (see page 21) with the newly designated person who will function as the liaison between MTA and the Project Applicant.

(continued on next page)

3. MODAL CATEGORY (select ONE only and include Part III of application beginning on page indicated):

☐	Regional Surface Transportation Improvements	Priority No.	of
☐	Goods Movement Improvements	Priority No.	__ of __
☐	Signal Synchronization & Bus Speed Improvements	Priority No.	__ of __
☐	Transportation Demand Management	Priority No.	__ of __
☑	Bikeway Improvements	Priority No.	1 of 1
☐	Pedestrian Improvements	Priority No.	__ of __
☐	Transit Capital	Priority No.	__ of __
☐	Transportation Enhancement Activities	Priority No.	__ of __

If this application is part of a multi-modal application, and separate applications are being submitted in other modal categories, please indicate below by checking which mode(s).

- ☐ Regional Surface Transportation Improvements
- ☐ Goods Movment Improvements
- ☐ Signal Synchronization & Bus Speed Improvements
- ☐ Transportation Demand Management
- ☐ Bikeway Improvements
- ☐ Pedestrian Improvements
- ☐ Transit Capital
- ☐ Transportation Enhancement Activities

4. **PROJECT DESCRIPTION SUMMARY** (Do not exceed 180 characters, including spaces - for use on all MTA agenda items and reports):

Construction of 8.0 miles of Class II Bicycle Lanes and Installation of Secure Bicycle Parking Facility.

5. **PROJECT LOCATION & LIMITS OR SERVICE AREA**

Class II Bicycle Lanes:
Citrus Avenue from Arrow Highway to Front Street and from Badillo Street to Workman Avenue.
Front Street from Citrus Avenue to Second Avenue.
Second Avenue from Front Street to Rowland Avenue.
Badillo Street from Sunset Avenue to 600' east of Vincent Avenue.
Badillo Street from Hollenbeck Avenue to the San Dimas City Limit.
Azusa Avenue from Arrow Highway to 200' south of Grovecenter Street.

Networked modular bicycle parking facility:
Southeast corner of Second Avenue and Badillo Street.

(continued on next page)

6. **TOTAL PROJECT EXPENSES:** $905,292
(From Part II, Line 17 - In FY 2010-11 whole dollars)

7. **TOTAL FUNDING REQUEST:** $724,233
(From Part II, Line 38 - In FY 2010-11 whole dollars)

8. **FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM (FTIP) QUESTIONS:**

- Has this project or any component of it previously received funding from previous MTA Calls for Projects (CFP)? ☐ Yes ☑ No
- If yes, what is the CFP Number ID #?
- Has this project or any component of it previously received funding from Federal Earmarks or State Earmarks? ☐ Yes ☑ No
- If yes, what is the Earmark ID #?
- Is the project in the 2011 Regional Transportation Improvement Program (RTIP)? ☐ Yes ☑ No
- If yes, what is the RTIP ID #?

9. **PROJECT READINESS**

As indicated under the Program Requirements of this 2011 Call for Projects Application Package, "Project Readiness" will be a factor in determining whether a project application continues through the MTA Call for Projects evaluation process. It is important that applicants provide accurate and complete information in this section. Should a project applicant be awarded funds in the 2011 Call for Projects, during the subsequent Recertification process for the first year of funding, MTA staff may contact the successful project sponsor to determine whether the project is ready to enter into an MOU or LOA with MTA. Should a project not be ready it could result in the project being cancelled by MTA. It is, therefore, important that applicants carefully evaluate project readiness prior to applying in the Call.

Provide any evidence that project funding will result in a timely completion including the following information:

- Describe how the schedule provided is realistic to enable project completion based on the years funding is requested in the Part II Project Financial Plan of this application, and is consistent with the above schedule and MTA's or the State/Federal Lapsing Policies
(See Appendix C).

The City does not anticipate any environmental issues related to the project. There are no other expected issues, other than available funding, that could delay the project. Thus, the City anticipates that the project can begin construction shortly following the availability of the grant funding award.

- List all owners of the right-of-way where the project is to be constructed. Are there any future plans for the right-of-way that might affect the project?

Bike lane right-of-way is controlled by the City of Covina.

Bikestation right-of-way at the southeast corner of Badillo Street and Second Avenue is controlled by the City of Covina.

Currently the cities of Baldwin Park, Covina, El Monte, West Covina and the County of Los Angeles are partnering on a transportation study that explores the feasibility of a Bus

(continued on next page)

Rapid Transit (BRT) line in the Ramona-Badillo corridor. The County of Los Angeles will submit a multi-jurisdictional 2011 Call for Projects Application for bus signal priority along the corridor. The San Gabriel Valley Council of Governments has submitted to SCAG under the Compass Blueprint Program an application for a project entitled "Envisioning the Mid-Valley Transportation Corridor Plan" which is intended to explore and identify strategies for multi-modal transportation, transit-oriented development, and more bikeable / walkable communities to address greenhouse gas emissions and the requirements of Senate Bill 375 (Steinberg).

The proposed BRT line under study along the Ramona-Badillo corridor will include a bicycle component, and it is expected that the feasibility of the BRT line will be determined prior to the award of 2011 Call funds. Therefore, if the BRT project is feasible on Badillo Street, it is not expected to influence the addition of a bicycle lane on Badillo Street. The City does not anticipate any future right-of-way issues on Azusa Avenue, Citrus Avenue, Front Street and Second Avenue that will affect the project.

- Does the project require the use of a MTA-owned right-of-way? ☐ Yes ☑ No

  If so, the project applicant should coordinate with MTA's Real Estate Department if the project is either adjacent to MTA property or requires a license for its use from MTA. The project applicant should not assume that funding for the project will include approval by MTA's Real Estate Department for any license. The cost of any alterations to the MTA right-of-way to make it usable for a project, including relocations or removal of existing structures will be the responsibility of the project sponsor. The applicant is responsible for obtaining approval for a license from MTA's Real Estate Department and for ensuring the project is consistent with MTA's Right-of-Way policy

- Identify all other agencies or organizations that are active participants in this project. Indicate how their involvement is required in order to implement this project. List the names and phone numbers (if possible) of representatives from these agencies. "Letters of support" should be included with the application package; not mailed separately to MTA's CEO.

The City of Covina is the only participant in the application for this project. However, the bike lanes proposed in this project along Badillo Street are a key segment of the proposed Ramona-Badillo transportation corridor in the City of Covina. Development of the Ramona-Badillo corridor is a multi-jurisdictional project of the cities of Baldwin Park, Covina, El Monte, West Covina and the County of Los Angeles.

Letters of support for this application are attached from the following:
Los Angeles County Supervisor, Fifth District, Mayor Michael Antonovich
Peggy Delach, Mayor of Covina
Nicolas Conway, Executive Director, San Gabriel Valley Council of Governments
Andrea White-Kjoss, CEO, Bikestation/Mobis Transportation Alternatives

- Are there any adjacent jurisdictions, agencies, property owners, etc., who would be impacted by the proposed project? If yes, please list and describe outreach efforts, dates, participants and any results/issues that could impact the project's schedule. The applicant is responsible for obtaining approval for a license from MTA's Real Estate Department and for ensuring the project is consistent with MTA's Right-of-Way policy.

There are no anticipated negative impacts to adjacent jurisdictions or agencies with the proposed project. The project, as currently designed, limits impacts to property owners by preserving existing vehicle parking.

(continued on next page)

Public input on the project will occur on March 19, 2011 with outreach for the City's Bicycle Plan that is scheduled to occur during the City of Covina's inaugural "Green Fair." The Covina Bicycle Network Study included the projects in this application and received public input on August 17, 2010 when it was approved by the Covina City Council. The following segments of this project are included in the City of Covina Downtown and Metrolink Station Bicycle and Pedestrian Planning Study which will receive public input on March 19, 2011 and is scheduled to receive a public hearing before the Covina City Council on April 5, 2011: Badillo Street, Citrus Avenue, Front Street and Second Avenue.

PROJECT READINESS

- Indicate the proposed project schedule below by filling in estimated (or already completed) dates for the project activities listed below. Please indicate any milestones that are complete or in progress.

Activity	Date
Feasibility Study	7/1/2010
Operation Plan	12/31/2011
Start of Environmental Documentation	6/1/2012
Community Meetings or Other Forums (please list below)	

City Council Meeting (Bicycle Network Study) August 17, 2010
City Council Meeting (Downtown Bike/Ped Study Circulation Model) December 7, 2010
City Council Meeting (Approve 2011 Call for Projects Application) February 15, 2011
City of Covina "Green Fair" (Community Input for City Bike Plan and Downtown Bike/Ped Study) March 19, 2011
Covina Downtown Merchants Association Meeting (Input on Downtown Bike/Ped Study) scheduled for March 2, 2011
City Council Meeting (Downtown Bicycle and Pedestrian Planning Study) scheduled for April 5, 2011
Covina Bike Plan Public Input Meetings (3 meetings) scheduled for June 2011
City Council Meeting (Covina Bike Plan) scheduled for July 2011

Draft Environmental Document	9/30/2012
Final Environmental Document	10/30/2012
Governing Board Approval (please provide name of governing board below)	

Covina City Council (Approve 2011 Call for Projects Application) scheduled for February 15, 2011
Covina City Council (Approve Downtown Bicycle and Pedestrian Planning Study) scheduled for April 5, 2011
Covina City Council (Approve Covina Bike Plan) scheduled for July 2011
Covina City Council (Approve Bid Award for Project Construction) scheduled for February 2016

Begin Design Engineering	1/5/2013
Completion of Plans, Specifications, and Estimates	8/30/2015
Start of Right-of-Way-Acquisition	8/30/2015
Right-of-Way Certification	9/30/2015
Ready to Advertise	10/30/2015
Start of Construction (Contract Award)	2/1/2016
Project Completion	4/30/2016
Other	

10. Impact Checklist

Recent federal and state policies call for the integration of pedestrian and bicycle plans and policies into transportation plans and project development. Walking and bicycling foster safer, more livable communities, promote physical activity and health, and reduce vehicle emissions. These policies are included in the U.S. Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations, SAFETEA-LU, Senate Bill 375, and the Complete Streets Act of 2008. The purpose of this checklist is to document how the needs of pedestrians and bicyclists were considered in the process of planning and and/or designing the proposed project. For projects that do not accommodate bicyclists and pedestrians, the project applicant must document why not. All project applicants, except those applying under the TDM category, must complete Part I and II. Applicants applying for funds under the TDM category can skip Part I and II, but must complete Part III.

Part I. Existing Conditions

A. Provide a map of the existing pedestrian and bicycle system in proximity to the proposed improvements. What accommodations for pedestrians and bicycles are included in the current facility and within a 1000-foot radius of all the proposed project improvements and site?

Existing Bikestation and bicycle racks at the Covina Metrolink Station on Citrus Avenue, north of Front Street. Bicycle racks (short term) at two locations along Citrus Avenue in Downtown Covina, two locations on Second Avenue at Covina Library and Covina City Hall, one location on Citrus Avenue at Shoppers Lane, and one location at Covina Park on Badillo (within 1000' feet of project).

B. Please indicate any particular pedestrian uses or needs along the project corridor. Check all that apply

- [x] School children/schools
- [x] Nighttime pedestrian activity (e.g., sidewalk use or roadway crossings)
- [x] Mid-block crossings
- [x] Path used by elderly pedestrians
- [x] Path used by disabled pedestrians
- [x] Other. Please Explain:

Along Azusa Avenue the following schools are within 1000 feet of the project: Gladstone High School, Northview High School, Valencia Elementary School and Sunkist Elementary School. Along Badillo Street the following schools are within 1000 feet of the project: Badillo Elementary School, Royal Oak Intermediate School, Covina Elementary School, Sunkist Elementary School, Montessori Academy, and Grovecenter Elementary School.

Nighttime pedestrian activity occurs along Citrus Avenue at the Covina Metrolink Station; in Downtown Covina on Citrus and Second; and during high school football games at District Field near the corner of Citrus and Puente - which is used by all three district high schools for their football games. Nighttime pedestrian activity occurs along Badillo Street at Citrus Avenue and Second Street in Downtown Covina. Nighttime pedestrian activity occurs along Azusa Avenue near the AMC 30 theater and the surrounding restaurants.

Mid-block crossings occur within the project area, but are generally concentrated in the Downtown Covina area along Citrus Avenue, Second Avenue and Badillo Street.

Paths used by elderly and disabled pedestrians occur in Downtown Covina, in the area near Citrus Avenue and Badillo street surrounding Citrus Valley Medical Center - Inter community Campus and adjacent medical offices, and on Second Avenue near the Covina Public Library and on Second due to the large number of churches between San Bernardino Road and Badillo Street.

C. What existing conditions could the proposed project improve for pedestrian and bicycle travel in the vicinity of the proposed project? Check all that apply:

- [ ] Long signal cycles (which require pedestrians to wait long periods of time)
- [ ] Infrequent opportunities for pedestrians to cross roadways
- [ ] Wide roadway crossings
- [ ] Missing sidewalk
- [ ] Sidewalk obstruction
- [ ] Lack of adequate sidewalk path of travel for current and projected pedestrian volumes
- [ ] Not compliant with ADA Accessibility Guidelines for Building and Facilities
- [ ] Lack of pedestrian-level lighting
- [ ] Railroad crossings
- [x] Other. Please Explain:
- [ ] Existing bicycle or pedestrian routes that require significant out-of-direction travel
- [ ] Traffic signals that are unresponsive to bicycles
- [ ] Freeway on- and off-ramps
- [ ] Narrow curb lanes
- [ ] Choke points
- [ ] Free right turns for vehicles (which can discourage drivers from observing pedestrian right-of-way)
- [ ] Lack of bicycle racks on buses (for bus replacement projects)
- [x] Lack of secure bicycle parking
- [x] Gaps in bicycle facilities

There is a lack of secure bicycle parking in the Downtown Covina area for employees of the surrounding businesses - especially restaurants where employees work into the late night hours. There is a lack of secured bicycle parking along the routes of METRO 190 and Foothill Transit 281 busses in Downtown Covina, with merchant complaints regarding bicycles locked long-term in the public right-of-way in the area near bus stops in Downtown Covina.

A bicycle path gap exists along Badillo Street in Covina. Completing the bike path gap along Badillo Street in Covina would leave a small gap in the City of West Covina and a gap in the Cities of La Verne and Pomona for completion in the eastern San Gabriel Valley. Completing these gaps would lead to a connection to the Pacific Electric Inland Empire Bicycle Trail - a 21 mile trail that when completed will extend from Claremont to Rialto. By funding the bicycle path gaps in the eastern San Gabriel Valley along the Ramona-Badillo corridor, a bicycle path will one day extend from Rialto to the San Gabriel River Bike Path.

The City of Azusa is planning the development of a bicycle path into the San Gabriel Mountains, by developing a bicycle path on Azuza Avenue the City of Covina can assist in developing a regional north-south bicycle path that leads to recreation areas in the Angeles National Forest, this path would connect to the Badillo Street path.

The Covina Metrolink Station is a regional bicycle transportation hub identified in the 2006 Metro Bicycle Transportation Strategic Plan that is the site of the nation's first modular Bikestation secure bicycle parking facility. The station is located on Citrus Avenue, which is a major north-south arterial that leads north into Azusa where the Gold Line Phase Two Extension will terminate at Citrus Avenue next to Azusa Pacific University and Citrus College. Students of these colleges use Citrus Avenue as a commuter rail connection since it is an easy twelve minute ride to these colleges from the Covina Station. The construction of a bicycle path on Citrus Avenue would link the colleges to commuter rail as well as the future Phase Two terminus of the Gold Line light rail extension.

Citrus Avenue south of the Covina Metrolink Station leads to Downtown Covina, which is congested from San Bernardino Road through to Badillo Street (2017 Projected AM Peak Hour LOS of "E" and PM Peak Hour LOS of "D") and contains angled vehicle parking that is not conducive to safe bicycle travel. The draft report of the Covina Downtown Bicycle / Pedestrian Study found that during bicycle counts conducted on September 30, 2010 78% (115 of 148) of total cyclists were riding on the sidewalk on Citrus Avenue in Downtown Covina. Bicycle counts conducted on October 1, 2010 found that 70% (122 of 174 total cyclists) were riding on the sidewalk on Citrus Avenue in Downtown Covina. Sidewalk bicycle riding is dangerous for pedestrians and prohibited in Downtown Covina, however the bike count results speak to the danger that bicyclists perceive when riding into a congested Downtown area that contains angled vehicle parking. The development and proper signing of a bike lane with a Second Avenue bicycle lane bypass of Downtown Covina would provide increased safety to cyclists and pedestrians that use Downtown Covina and the Metrolink Station.

Part II The Project

A. Does this project correct any of the following conditions to create an incentive for pedestrian and bicycle travel? Check all that apply:

Pedestrian Facilities

Bicycle Facilities

- [ ] Add sidewalks on both sides of the street
- [ ] Add missing curb ramps
- [ ] Reduce pedestrian crossing distance
- [ ] Pedestrian signal heads
- [ ] Pedestrian-actuated traffic signals or automatic pedestrian cycles
- [ ] High visibility crosswalks
- [ ] Illumination at crosswalks
- [ ] Other crosswalk enhancements
- [ ] Pedestrian-level lighting
- [ ] Median safety islands
- [ ] Shade trees
- [ ] Landscaping
- [ ] Benches or other types of seating
- [ ] Planter or buffer strips
- [ ] Wayfinding signage
- [ ] Other pedestrian facilities. Please explain below:

N/A

- [ ] Class I bicycle path
- [x] Class II bicycle path
- [ ] Class III bicycle path
- [ ] Bicycle Boulevard
- [ ] Wide outside lanes or improved shoulders
- [ ] Bicycle actuation at signals (i.e., loop detectors and stencil or other means)
- [ ] Signs, signals and pavement markings on roadways or shared-use facilities
- [x] Long-term bicyle parking (e.g., for commuters and residents
- [ ] Short-term bicycle parking
- [ ] Other bicycle facilites. Please explain below:

The installation of secure bicycle parking at the south end of Downtown Covina would alleviate bicycle parking issues for patrons of the METRO 190 and Foothill Transit 281 bus lines, as well as providing parking for employees of Downtown Covina businesses that may use bicycles as their primary mode of travel to work and for Downtown Covina residents living in low/moderate income apartments above retail.

The construction of 8 miles of Class II bicycle paths would create two major north-south and one major east-west bicycle corridor in Covina that will promote multi-modal use of commuter rail and connect to existing and planned regional bicycle paths.

B. Will the proposed project sever all or part of an existing pedestrian or bicycle facility or block or hinder pedestrian or bicycle movement? ☐ Yes ☑ No

N/A

C. If the proposed project does not improve both bicycle and pedestrian facilities, or if the proposed project would hinder bicycle or pedestrian travel:

a. List reasons why the project is being proposed as designed without considering these modes.

N/A

Describe any alternatives that would improve, avoid or mitigate the adverse impact to pedestrian and bicycle travel. Identify the mitigations that are proposed to ensure a net improvement in the system.

N/A

Part III. Transportation Demand Management

This part should be completed only by applicants who are applying for funding under the TDM modal category.

A. Please provide a map of the proposed project. Please indicate how this proposed project will accommodate other non-motorized modes.

N/A

B. Please describe the community that will benefit from this project. How does this proposed project improve the connectivity of transit in the area where the proposed project is located?

N/A

C. What existing travel condition(s) will this proposed project improve or impact? How? (Check all that apply)

- ☐ Reduces total traffic congestion
- ☐ Reduces peak period traffic
- ☐ Shifts peak to off-peak periods
- ☐ Shifts automobile travel to alternative modes
- ☐ Improves access to alternative modes
- ☐ Reduces the need for travel
- ☐ Increases ridesharing
- ☐ Increases public transit usage
- ☐ Increases cycling
- ☐ Increases walking
- ☐ Increases telework options
- ☐ Reduces freight traffic congestion
- ☐ Other. Please explain:

N/A

D. What improvements are included in the proposed project for other non-motorized modes?

N/A

E. How will this proposed project create incentives for use of alternative modes and reduce traffic? Check all that apply.

- ☐ Congestion reduction
- ☐ Road and parking savings
- ☐ Consumer savings
- ☐ Transport choice
- ☐ Road safety
- ☐ Pedestrian and bike access improvement
- ☐ Efficient land use
- ☐ Community livablity
- ☐ Other. Please explain:

N/A

F. What are the goals and objectives of the proposed project?

N/A

G. How will you document the reduction of VMT for this proposed project?

N/A

H. If this is a wayfinding proposed project, how will this proposed project improve transit options and increase the use of other non-motorized modes?

N/A

PART II - PROJECT FINANCIAL PLAN (ATTACH)

Complete and attach the financial plan for the project, pages 40-43. Clearly identify all funding sources as either COMMITTED or UNCOMMITTED. Project Applicants should note that if their application is awarded funding, all local match funding will be escalated accordingly and considered committed. All figures must reflect FY 2010-11 whole dollars

The amount of local funds available through the 2011 Call for Projects will be limited. Therefore, federal and state funds represent the majority of the available funding.

A person duly authorized to sign for the organization (city manager, general manager, executive director, or high-ranking officer) must sign below:

Notwithstanding my declared Local Match, as indicated in Part II-Project Financial Plan of this application, I understand that I will be required to submit additional hard match if awarded federal and state funding in future years.

I certify that all sources of grant funding have been identified in Part II - Project Financial Plan

I certify that this project is not the full responsibility of a developer.

Signature _____ Date 1/27/11

Steve Henley, Public Works Director
Title

PART II: PROJECT FINANCIAL PLAN

Project Title: Covina Bicycle Network - Phase Two

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

2011 CALL FOR PROJECTS

Project Sponsor: City of Covina

1. PROJECT FINANCIAL EXPENSES

NOTE: INDICATE ALL AMOUNTS IN FY 2010-11 WHOLE DOLLARS. MTA WILL ESCALATE ACCORDINGLY

	PROJECT EXPENSES *	FY 2015-16	FY 2016-17	TOTAL
	CAPITAL EXPENSES			
1	Design and PS&E	27,729	27,729	55,458
2	Construction	397,188	397,188	794,376
3	Construction Engineering	27,729	27,729	55,458
4	Right-of-Way Acquisition or Lease	0	0	0
5	Equipment Purchase or Lease (e.g. computer)	0	0	0
6	Vehicle Purchase or Lease	0	0	0
	OPERATING EXPENSES			
7	Administration/Management	0	0	0
8	Operating Costs	0	0	0
9	Maintenance	0	0	0
10	Marketing	0	0	0
	OTHER (specify)			
11		0	0	0
12		0	0	0
13		0	0	0
14		0	0	0
15		0	0	0
16		0	0	0
17	**TOTAL PROJECT EXPENSES**	**452,646**	**452,646**	**905,292**

*** List only expenses to be incurred in the completion of the Scope of Services of the project for which you are applying for funding. Expense categories are not applicable for all projects. Project management/administration expenses are capped at a maximum of 10% of total project cost.**

PLEASE INDICATE THE AMOUNT AND YEARS IF YOU WILL REQUIRE ADDITIONAL FUNDING IN LATER YEARS FOR THIS PROJECT.

PART II: PROJECT FINANCIAL PLAN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

2011 CALL FOR PROJECTS

Project Title: Covina Bicycle Network - Phase Two

Project Sponsor: City of Covina

2. PROJECT FUNDING SOURCES

NOTE: INDICATE ALL AMOUNTS IN FY 2010-11 WHOLE DOLLARS. MTA WILL ESCALATE ACCORDINGLY

	ALL EXISTING PROJECT FUNDING SOURCES* [OTHER THAN FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS]	Indicate if Committed or Uncommitted	FY 2015-16	FY 2016-17	TOTAL
18	FEDERAL MONETARY (Specify)				
19	Local Match to Federal Monetary				
20	FEDERAL MONETARY (Specify)				
21	Local Match to Federal Monetary				
22					
23	STATE MONETARY (Specify)				
24	Local Match to State Monetary				
25	STATE MONETARY (specify)				
26	Local Match to State Monetary				
27					
28	LOCAL MONETARY (specify)** Proposition C LR	Uncommitted	90,530	90,529	181,059
29					
30	In-Kind (Specify)				
31					
32	OTHER (specify)				
33					
34	**TOTAL EXISTING FUNDING SOURCES AND LOCAL MATCH** [OTHER THAN FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS]		90,530	90,529	181,059

* List only funding for expenses to be incurred in the completion of the Scope of Work of the project for which you are applying for funding, being sure to include all sources of grant funding.
Do not include funding obtained in previous MTA Call for Projects. Funding categories are not applicable for all projects
** Due to the federal toll credit program, local match is not needed for most federal fund sources at this time. However, toll credits cannot supplant, replace, or reduce the project sponsor's matching contribution. For more information, see toll credit discussion in the Important Program Requirements section of the application package.

Project Title: Covina Bicycle Network - Phase Two

3. PROJECT FINANCIAL SUMMARY

Project Sponsor: City of Covina

NOTE: INDICATE ALL AMOUNTS IN FY 2010-11 WHOLE DOLLARS. MTA WILL ESCALATE ACCORDINGLY

PROJECT FINANCIAL SUMARY	FY 2015-16	FY 2016-17	TOTAL
35 Total Project Expenses (line 17)	452,646	452,646	905,292
36 Total Project Funding (Line 34) [OTHER THAN FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS]	90,530	90,529	181,059
37 **Total Project Funding Requested (Line 35 minus Line 36)** [There must be a shortfall for a project to be eligible for funding under this Call for Projects]	362,116.00	362,117.00	724,233

PROJECT FUNDING REQUEST

	FY 2015-16	FY 2016-17	TOTAL
TOTAL PROJECT FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS [THIS IS THE AMOUNT REQUIRED TO OFFSET THE SHORTFALL ON LINE 37 FOR WHICH FUNDING IS REQUESTED. DO NOT SPECIFY FUNDING SOURCE]	362,116.00	362,117.00	724,233

PART III - MODAL CATEGORY INFORMATION (ATTACH)

Complete and attach the project information applicable to the modal category selected in Part I Question No. 3 (Page 32).

CERTIFICATION:

A person duly authorized to sign for the organization (city manager, general manager, executive director, or high-ranking officer) must sign and certify the application.

The applicant is responsible for meeting the terms and conditions of MTA Board project approval. This includes the local match requirements and project scope as approved by the Board upon adoption of the 2011 Call for Projects. Applicants should be aware that the scope approved by the MTA Board may differ from that contained in the original application and that MTA may place stipulations on the project as a condition of approval. These will be noted in the standard Memorandum of Understanding (MOU), Letter of Agreement (LOA), State Transportation Improvement Program (STIP) LOA, or Transit LOA.

I attest to the fact that the data submitted herein is true and accurate to the best of my knowledge, and that the project will be designed, operated, and maintained to maximize safety.

Signature _____ Date 1/27/11

Steve Henley, Public Works Director
Title

Co-applicants: (If applicable)

Signature/.Title _____ Date _____

Signature/.Title _____ Date _____

PART III
BIKEWAY IMPROVEMENTS

PART III - BIKEWAY IMPROVEMENTS (Inadequate responses will result in an overall lower score)

PROJECT TITLE THAT DESCRIBES LOCATION AND TYPE OF FACILITY

(from Part I, Question 1)

Covina Bicycle Network - Phase Two

A. PROJECT STUDY REPORT EQUIVALENT

Please answer all questions or respond N/A (use italics for responses). Check box for elements that apply and respond to each question. Be clear and concise.

(1) Project Description: Describe the details of your project in 250 words or less (single spaced).

The proposed project builds upon planned near-term improvements to the City of Covina bikeway network (Phase I). The Phase II improvements seeking 2011 Metro Call for Projects funding consist of 8.0 miles of Class II bike lanes on Citrus Avenue (1.8 miles), Front Street (0.13 miles), Second Avenue (0.87 miles), Badillo Street(3.61 miles) and Azusa Avenue (1.53 miles); and a secured Bikestation parking facility would support a proposed BRT station at Second Avenue/Badillo Street and the employees of Downtown Covina.

The funded Phase I improvements will establish 4.62 miles of the City's bikeway network with Class II bike lanes on Rowland Avenue(1.73 miles), Cypress Street(1.4 miles), Puente Street (0.39 miles), and Hollenbeck Avenue (1.1 miles) between FY 2012 and 2015. The existing Bikestation Covina which opened in February 2010 would integrate with the proposed future bicycle parking facility. Combined with the Phase II bikeway improvements, the City would create 12.62 miles of Class II bicycle lanes servicing most of the the City and connecting to two current inter-modal transit hubs (the Covina Metrolink Station and the Eastland Center bus station - Foothill Transit lines 281, 284, 480, 488, 851 and METRO 190)and a proposed BRT stop in Downtown Covina.

(2) Is this project part of a multi-modal project? In what other mode did you submit an application? Explain

N/A

(3) Bicycle parking? Describe

Bikestation secure bicycle parking facility.

Location **Corner of Second Avenue and Badillo Street**

(4) High-capacity parking facility? Describe

Bikestation secure bicycle parking facility.

Location **Corner of Second Avenue and Badillo Street**

*For bicycle parking station projects supporting intermodal transportation. Provide a description of facility size, storage capacity (number of bikes), location, dimensions, amenities for bicyclists, including costs, source of operating funds, and any retail operations planned. Provide the site location and concept for design. Describe the facility's security features.

*** Facility size - 8' x 18'**
*** Storage capacity - 15-20 bikes**
*** Location - Southeast corner of Second Avenue and Badillo Street**
*** Dimensions 8' x 18' x 9'**
*** Cyclist amenities - secured bicycle parking facility with key access, unstaffed**
*** Cost - $75,000 construction and $15,000 site work/engineering**
*** Operating fund source - Proposition A LR**
*** Retail operations - None**
*** Site location and concept design - southeast corner of Second Avenue and Badillo Street.**
*** Security features - Electronic alarm, video camera, and electronic locks opened with RFD key fob.**

(5) ☐ On-street improvements to transit hubs

Name/location of the hub

(6) ☐ Wayfinding and directional signage as part of a bigger project (refer to box 3, 4, 10, 11,12, 13, and 14)

Number of signs of each to be installed **0**

(7) ☐ Bike-sharing program

(8) ☐ Mid-block crossing improvements on bike paths

(9) ☐ Enhanced Class 3 bike route or priority street (bicycle boulevard)

(10) ☑ Road Diet.

Location and distance in miles **Citrus Ave: Arrow to Front (1.05mi) and Badillo to Workman (0.75mi); Front Street:Citrus to Second (0.13mi); Second Ave:Sunset to 600' E of Vincent (0.61mi) and Hollenbeck to San Dimas City Limit(3.06mi);Azusa Ave. Arrow to 200' S of Grovecenter(1.53mi)**

(11) Bike path: Distance in Miles

Street boundaries

Number of intersections: **0**

Describe intersection or mid-block crossing treatments in detail (redirecting cyclists to an intersection will result in a lower score)

(12) Bike lane: Distance in Miles **8**

Street boundaries **Citrus Ave: Arrow to Front (1.05mi) and Badillo to Workman (0.75mi); Front Street:Citrus to Second (0.13mi); Second Ave:Sunset to 600' E of Vincent (0.61mi) and Hollenbeck to San Dimas City Limit(3.06mi);Azusa Ave. Arrow to 200' S of Grovecenter(1.53mi)**

(13) Sharrows and/or bike route: Distance in Miles

Street boundaries

Posted speed

(14) ☑ If the project is on-street, describe the existing physical conditions of the project area, i.e., street width, the number of curb cuts (driveways), adjacent land uses.

Roadway	Extent 1	Extent2	Curb-to-Curb Width	Lanes/Direction	Center Type
Azusa Ave.	Arrow Hwy	W.Covina City Limit	84	2	Median
Badillo St.	Vincent	San Dimas City Limit	84-88	2	Median/Lane
Citrus Ave.	Arrow Hwy	Front	80-86	2	Median/Lane
	Badillo	Puente	62-69	2	Stripe*
	Puente	W. Covina City Limit	76	2	Stripe*
Second Ave	Front	Puente	78-84	2	Stripe*
	Puente	Rowland	56-62	2	Stripe*

*Center turn lane provided at most signalized and some unsignalized intersections.

Alternatives analysis

(15) Describe project in full and alternatives considered. Explain reason for alternative chosen and why other alternatives were rejected.

The proposed project would construct 8.0 miles of bike lanes within the City of Covina on Citrus Avenue, Front Street, Second Avenue, Badillo Street, and Azusa Avenue using the road diet technique, which adds bike lanes to existing streets by narrowing existing automobile travel lanes.

The City considered a No Project scenario and an alternative project scenario that would construct sharrows on the same 8.0 mile sections planned for bike lanes. The City considers the proposed facilities to be a significant component of its planned bikeway network, as developed in the recent City of Covina Bikeway Network Study (July 2010). Phase I of the City of Covina's bikeway network, which is already funded and will proceed after sewer main improvements on selected streets, will create two east-west bike lanes measuring 1.4 and 1.7 miles, respectively, and one 1.1-mile north-south bike lane. The Phase II projects within this funding application will supplement the Phase I bikeways with three connecting north-south bike lanes and one connecting east-west bike lane. these roadways provide high connectivity to City destinations, including Downtown Covina, the Eastland Center shopping area and transit center, the Covina Metrolink Station, schools, and parks. These projects also tie into planned regional facilities in the surrounding cities of the eastern San Gabriel Valley. For these reasons, the City disregarded the No Project Scenario.

Additionally, the City prefers to construct bike lanes rather than sharrows because each of the roads proposed for bike lanes currently services high volumes of traffic traveling at high speeds. Bike lanes provide a safer cycling environment and the existing roadways have the necessary width to accommodate the bike lanes, provided the City narrows the existing automobile travel lanes.

(16) Applicable phases of project

- [x] Environmental/PAED (not as stand-alone project)
- [x] PS&E (not as stand-alone project)
- [x] Right-of way (not as a stand-alone project)
- [x] Construction

(17) Is this on MTA R/W? [ ] Yes [x] No

Public R/W? [x] Yes [ ] No

Do you have written authority to use R/W that you do not own (attach supporting documents)?

ATTACH the following color maps, in an 8.5" x 11" format:

(18) [x] Location map with project clearly delineated.

(19) [x] Project map marking (a) route, (b) street limits, and (c) all existing bicycle facilities within project area.

(20) [x] Cross sections and/or site layouts

(21) [x] Proposed schedule: number of months for each phase of the project.

(22) [x] Current color photos of proposed project site.

(23) Estimate of Project Budget

	Quantity	Unit Price	Total
Environmental documentation			$ 0.00
Hazardous Waste studies			$ 0.00
Public Outreach			$ 0.00
Preliminary Design			$ 5,391.00
Final Design/Bid Package			$ 5,391.00
Right-of-way			
Acquisition			$ 0.00
Utility relocation			$ 0.00
Clearance/demolition			$ 0.00
Total Design Cost			$ 10,782.00
Hazardous Waste Cleanup		$ 0.00	$ 0.00
Construction			
Earthwork	0	$ 0.00	$ 0.00
Pavement	0	$ 0.00	$ 0.00
Drainage	0	$ 0.00	$ 0.00
Traffic items	0	$ 0.00	$ 0.00
Signage	32	$ 200.00	$ 6,400.00
Striping	1	$ 155,339.00	$ 155,339.00
Landscaping	0	$ 0.00	$ 0.00
Structural Items (Bridge/underpass/ramp)	0	$ 0.00	$ 0.00
Total Construction Costs			$ 161,739.00
Construction Management & Inspection			$ 10,783.00
Project Marketing			$ 0.00
Total Project Cost			$ 183,304.00

If full project funding is not available, would your jurisdiction be amenable to reduced funding? ☑ Yes ☐ No

B. PROJECT EVALUATION

1) REGIONAL SIGNIFICANCE AND INTERMODAL INTEGRATION (Inadequate responses will result in an overall lower score) (Up to 30 points)

Answer the following on an attached sheet:

(a) Explain in detail how this project supports or implements regional goals in MTA's 2006 Bicycle Transportation Strategic Plan (BTSP) and the 2009 Long Range Transportation Plan? (Up to 10 points) http://www.metro.net/projects_studies/bikeway_planning/images/BTSP.pdf

This proposed project addresses two objectives identified in the Bicycle Transportation Strategic Plan: to "Provide visionary leadership in planning and funding projects and programs that improve access and mobility" (Objective 1,p.7) and to "Improve bicycle access to transit systems" (Objective 3, p.11). With regard to Objective 1, the Metro Bicycle Transportation Strategic Plan shows the Badillo Road Class II bike lanes as part of its proposed bike lane network (Map 14, p.105). The Badillo Road bikeway would provide a critical east-west connector to existing bike lanes in the Cities of San Dimas and West Covina.

With regard to Objective 3, the project connects to two of the 167 "bike-transit-hubs" in the county (Covina Metrolink, Hub 617; Eastland Center, Hub 701). One project terminus, the bike lane on Badillo Street at Sunset Avenue, is within one mile of the West Covina Transit Center (Hub 724). The Covina Metrolink Station already has long-term, secured bicycle parking.

The project would also create a new bicycle-transit connection at the proposed Bikestation at Second Avenue and Badillo Street, which would support the proposed Ramona Boulevard/Badillo Street BRT line.

(b) List transit stops and stations that the project connects to and describe how this project improves bicycle access to transit and how it links to the regional transit system. Does your project improve access to one of the 167 bike-transit hubs identified in the BTSP? (Up to 10 points)

The proposed project segments intersect many public transit routes passing through the City of Covina, which connect to regional transit centers and adjacent municipalities. Bikeways along roadways services by public transit ensure that cyclists have safe environments for traveling to and from transit service.

Foothill transit Route 280 provides service from Foothill Boulevard in the City of Azusa and the Puente Hills Mall Transit Center in Rowland Heights. Within the project extents, Route 280 stops at Azusa Avenue intersections with Badillo Street, San Bernardino Road, Edna Street, Cypress Street, Covina Boulevard, Grondahl Street, and Arrow Highway.

Foothill Transit Route 281 provides service from Citrus College (Alosta Avenue) in the City of Glendora and the Puente Hills Mall Transit Center in Rowland Heights. Within the project extents, Route 281 runs along Citrus Avenue and Second Avenue, with stops at Rowland Aveune, Puente Street, Badillo Street, College Street, San Bernardino Road, Front Street,. Edna Place, Cypress Street, Covina Boulevard, Devanah Street, and Arrow Highway.

Sections of the project on Badillo Street connect to Foothill Transit Route 851, which provides service from the City of Glendora to the Eastland Center transit hub. Within the project extents, Route 851 provides stops at Badillo Street's intersections with Glendora Avenue, Banna Avenue, and Reeder Avenue. The Badillo Street bike lanes also coincide with Metro Route 190, which travels from Cal Poly Pomona to the El Monte Metro Bus Station. Within the project extents, Route 190 provides stops at Badillo Street's intersections with Citrus Avenue, Fourth Avenue, and Hollenbeck Avenue.

As stated in (a), the Citrus Avenue and Second Avenue bike lanes connect to the Eastland Center Transit Center (Hub 701). Citrus Avenue bike lanes connect to the Covina Metrolink Station (Hub 617), and the west terminus of the Badillo Street bike lanes are within one mile of the West Covina Transit Center (Hub724). The project would also create a new bicycle-transit connection at the proposed Bikestation at Second Avenue and Badillo Road, which would support the Ramona Boulevard/Badillo Street BRT line.

Operator-Line Number-Peak headways-Ridership
Foothill Transit-Line280-20 min headways-2,965 weekday passenger average-67,234 monthly-806,808 annual
Foothill Transit-Line281-30 min headways-1,760 weekday passenger average-43,306 monthly-519,672 annual
Foothill Transit-Line 851-30-60min headways-184 weekday passenger average-3,566 monthly-17,832 annual
LA Metro-Line 190- 20-40 min headways-8,163 weekday passenger average-2,479,633 estimated annual based on FY 2011 Q-1

(c) How does this project improve local and inter-jurisdictional bicycle trips? Does this project fill one of the 53 gaps identified in the BTSP? Please describe connectivity to existing bicycle facilities or activity centers/destinations in your community or adjacent jurisdictions. (List employment, schools, colleges, retail/commercial, government facilities, entertainment, or major attractions within one to five miles of the proposed project.) Show locations on attached map. (Up to 10 points)

The proposed project has the potential to attract commuting cyclists due to its high connectivity to other bike facilities and regional bike-transit hubs. Taken as a whole, this project creates both an east-west and north-south backbone bicycle network for the City of Covina. The project improves local and inter-jurisdictional bicycle trips by providing an east-west route that traverses the entire city, and two parallel north-south routes that traverse the entire city.

Combined with Phase I projects, the resulting 12.6 mile network would provide a citywide bicycle network and connect to other bicycle routes planned within Los Angeles County and the adjacent cities of San Dimas and West Covina.

Activity Centers lying directly along the project corridor include:
*** Downtown Covina (Citrus Ave., Badillo St. to San Bernardino Rd.)**
*** Citrus Valley Medical Center, Inter-community Campus and adjacent medical facilities.**
*** Eastland Center (Citrus Ave. at Workman Street);major retail anchors include Target,Ikea,and Babies R Us.**
*** Covina Town Square (Azusa Ave. at Arrow Hwy.); major retail anchors include Walmart Supercenter, Lowes, Staples, Outback and AMC 30 Theaters.**
*** Shoppers Lane retail center (Badillo St. at Rowland Street)**
*** Covina Public Library (Second Avenue at College Street)**
*** Covina Park**
*** Covina Elementary School (Badillo Street at Barranca Avenue)**
*** Royal Oak Intermediate School (Badillo Street at Glendora Avenue)**
*** Badillo Elementary School (Badillo Street at Reeder Avenue)**

Activity centers within a half mile of project corridor include:
*** City of Covina City Hall**
*** Civic Center Park**
*** Fairvalley High School**
*** Valencia Elementary School**
*** Northview High School**
*** Workman Avenue Elementary School**
*** Covina High School**

2) PROJECT NEED AND BENEFIT TO TRANSPORTATION SYSTEM (Up to 30 points)

(a) Provide demographic information that includes population, employment, levels of transit dependency and transit ridership within two miles of project area. (Up to 10 points)

According to a 2008 Claritas study, the following demographics are present within a one-mile radius of the intersection of Citrus Avenue and Badillo Street:

It is estimated that in 2008 there were 25,540 residents within a one-mile radius with a growth projection of 4.67 percent between 2008 and 2013. Eleven percent of households reported median incomes below poverty levels, 42.4 percent of households reported median income levels below $49,999 and 64.3 percent of households reported median income levels below $74,999. The 2008 median household income within a one-mile radius of Citrus and Badillo was reported to be $54,452. There were two predominant ethnic groups in the one-mile radius: Latinos at 50.9 percent and Anglos at 43.8 percent.

Claritas reported in 2008 that that between 1999 and 2008 the area within one-mile of Citrus Avenue and Badillo Street saw 599 new housing units, accounting for 7 percent of all available housing within the one-mile area. In addition, 42.3 percent of housing units in the one-mile area were multi-family units and 53.9 percent of all housing units were renter occupied.

Ten percent of households reported having no vehicles to the Claritas researchers and 36.5 percent reported having only a single vehicle within a one-mile radius.

The one-mile radius was reported by Claritas as supporting a weekday employment population of 10,996 with 62.17 percent of positions classified as white collar.

According to the 2000 Census, the surrounding corridor contains 27,000 residents. Elderly population comprises approximately sixteen percent of the residents. School-aged persons (5-19) comprise seventeen percent of the residents.

As of 2000, three percent of working-age adults rode public transit to work. Three percent walked to work, and less than on-half percent (0.4 percent) biked to work. However, zero-car households comprised seven percent of the households in the area. Households with

incomes below the poverty level comprised four percent of the households in the area.

According to the 2000 Census, the City of Covina has a jobs to housing ratio of 1.74 to 1.0.

The percentage of zero-car households and families making less than the poverty level meets the actual utilization of public transit, walking, and biking. However, further enhancements in bicycling and walking infrastructure that improve and/or link these modes have the potential to increase walking and biking among other groups in the project area, especially households that could walk or bike on a discretionary basis.

(b) Estimate how this project will increase bicycle trips. Justify your answer. **(Up to 10 points)**

The project provides a local connection between three regional transit hubs, and local and regional activity centers within the City of Covina. Improving bicycle accessibility to and between transit hubs will increase bicycling-transit multimodal trips. Providing access to local and regional connectivity to local and regional activity centers will increase bicycle trips for commuting, shopping, and recreation purposes.

(c) Is this project included in a recent Bicycle Master Plan (no more than five years old)? Attach copy of plan cover and page showing project. **(Up to 5 points)**

This project is included in the City of Covina Bikeway Network Study (July 2010) and the Downtown and Metrolink Station Bicycle and Pedestrian Planning Study (Draft, December 2010). The city will build on these preliminary studies for its forthcoming Bicycle Master Plan (RFP in early 2011).

(d) Identify and discuss the support for bicycling within the transportation/mobility element in the General Plan. List any bicycle facilities or programs that were added in the last five years. (Up to 5 points)

The City installed a Bikestation long-term bicycle parking facility at the Covina Metrolink Station in February 2010. The facility provides secured, unsupervised parking for 36 bicycles in a locked room. The facility complements the existing eighteen exterior bicycle parking spaces at the station.

The City is currently collecting pedestrian and bicycle information to include in an update of its General Plan, and will complete the City's first bicycle plan in 2011. The City of Covina General Plan, written in 1993 and last revised in 1998, contains very little information regarding bicycles - dedicating three paragraphs to the issue. In November of 2004, the City of Covina completed its Town Center Specific Plan, which contained the Citrus Avenue / Second Avenue bicycle path as well as the Badillo Street bicycle path that are included in this application.

3) LOCAL MATCH (up to 10 points)

Must be consistent with Part II: Table 3 of the Project Financial Plan Summary.

Local Match:

a) Hard Match (Minimum 20%)	181,059.00	20%
b) In-Kind Match	0.00	0%
Total local match	181,059.00	20%
c) Hard Overmatch:	0.60	0%
d) Total Overmatch:	0.60	0%

Local Match Percentage	Points
20.01% - 24.99%	0
25.00% - 29.99%	1
30.00% - 32.49%	2
32.50% - 34.99%	3
35.00% - 37.49%	4
37.50% - 39.99%	5
40.00% - 42.49%	6
42.50% - 44.99%	7
45.00% - 47.49%	8
47.50% - 49.99%	9
≥ 50%	10

4) COST EFFECTIVENESS (Up to 10 points)

Note. Based on Parts III A and B, MTA staff will assess the project's cost effectiveness.

Explain how the cost and benefits of this project help achieve filling in the gaps necessary for the completion of a local and/or regional bicycling network. Please provide information on the cost and/or complexity of major elements of this project, such as including a description of bridge(s), underpass(es), mid-block intersection(s), and rail right(s)-of-way. **(Up to 10 points)**

The proposed bicycle lanes occur on existing roadways without requiring additional right-of-way or infrastructure, beyond striping and signage. The proposed bicycle facilities would not affect any bridges, underpasses, mid-block intersections, or rail right-of-way.

5) LAND USE AND ENVIRONMENTAL SUSTAINABILITY POLICIES/PRINCIPLES
(Up to 20 points)

Consistent with the goals of SB375, projects should demonstrate how the proposed transportation project will be complemented by land use and transportation policies to create more sustainable communities. Project applicant's local land use, transportation and environmental policies and actions should support and maximize the effectiveness of the project. Any community/technical/institutional issues that must be resolved prior to implementation should be noted.

a) Complete Exhibit B as explained below to reflect how the project meets the transportation priorities identified for the type of place where it is located. The place types are determined by the applicant, as described below, and are based on the regional accessibility and community design of the location where the project will be completed. Please be advised that points are distributed based on how well priorities are articulated to support selected place type(s) and NOT by the selection of place type(s). (Up to 5 points)

1. Using the definitions in Exhibit A, identify the place type(s) that apply to your project 17.

2. On Exhibit B, check the box for the place type(s) that apply to the project. For each place type selected, review the transportation priorities listed below the place type and select the priorities that will be met by your project.

3. Also on Exhibit B, explain how the project satisfies any of the priorities identified for each place type.

(b) Is your project located in a strategic opportunity area?
For the purposes of this mode, a strategic opportunity area is an area identified by the state as a Transit Priority Project area or by regional, sub-regional or city plans for targeting growth to reduce vehicle miles traveled or greenhouse gas emissions by better coordinating land-use plans, transportation investments, and transportation policies. (Up to 5 points)

(Click the map link to view strategic opportunity areas as identified by state, regional and countywide plans. Applicants will need to provide supporting documentation if the response is based on subregional or local plans) 19

☑ Yes ☐ No

If you answer yes, please provide detail on the location of the project and how it will coordinate with other projects/plans/policies to help achieve sustainability goals.

The project passes through the SCAG Compass Blueprint 2% Strategic Opportunity Area at the Covina Metrolink Station, and is part of the City of Covina's Strategic Plan goal of "creating an environmentally sustainable community." The project will provide much-needed bicycle infrastructure to increase bicycling among residents and Metrolink commuters.

Since its installation in February 2010, Bikestation Covina has been increasing in popularity and now maintains 16 members for its 36 spaces. As an example, in September of 2010, Bikestation Covina eliminated 204 vehicle trips to the Covina Metrolink Station. The City of Covina provides free Bikestation use to Metrolink commuters that purchase and maintain a monthly Metrolink parking permit (vehicle parking permits range from $20 to $45 a month), and provides incentives to vehicle commuters that choose to ride a bicycle instead of driving their vehicle to the rail station.

Out of 576 vehicle commuters that purchase monthly parking permits at the Covina Metrolink Station, 18.5 percent (107 commuters) live within one mile of the station and 53.5 percent (308 commuters) live within three miles of the station. Our experience in marketing Bikestation Covina in the last year has shown that a segment of Metrolink commuters will consider leaving their car at home on casual workdays or when they choose to vary their exercise regimen. The number of dedicated daily commuter cyclists is currently low at Bikestation Covina (six), but occasional cyclists have shown great interest in using the Bikestation depending on their daily commute preferences. We believe that additional bicycle infrastructure will improve the feeling of safety on local roads for occasional bicycle riders and increase the number of commuters that are willing to forgo a vehicle on an occasional basis - leading to a larger number of commuters that cycle with regularity.

(c) What sustainable design elements will your project incorporate to conserve energy and water resources and reduce waste and air pollutants? **(Up to 5 points)**

- ☐ Green street features
- ☐ Solar options
- ☐ Drought tolerant landscaping
- ☐ Energy efficient lighting
- ☐ Use of recycled or re-used materials
- ☐ *Other*

(d) How is the project designed to be compatible with and enhance the surrounding community? Does this project have the support of community, ousiness and elected officials? If yes, include supporting documentation, which may include, but is not limited to, letters of support, recorded comments at public meetings, meeting minutes, etc. If appropriate, has the project been discussed with adjacent jurisdictions? Is there opposition to the project? If yes, indicate who opposes the project and reason(s) for opposition. (Up to 5 points)

This project adds bike lanes along existing roadway without affecting existing parking by using a "road diet", i.e. narrowing existing auto travel and parking lanes. Research on road diets show that they only marginally reduce roadway capacity. The project will not require any additional right-of-way. There has been no opposition received regarding bicycle lanes that maintain existing street parking.

EXHIBIT B

☐ Urban Centers	☐ Compact Communities	☐ Close-in Compact Communities	☑ Suburban Communities
☐ Direct service by high capacity and high-speed transit serving local and regional destinations and state-wide destinations	☐ "Complete Street" projects	☐ "Complete streets" projects	☐ Pedestrian facilities with high amenity levels
☐ Creation and improvement of major transportation hubs connecting modes for intercity and international travel as well as intra- and inter-regional movement	☐ Reliability and efficiency measures to optimize use of street and freeway capacity	☐ Reliability and efficiency measures to optimize use of street and freeway capacity	☑ Extensive network of bicycles facilities, bike sharing programs
☐ For all facilities, high degree of design and speed compatibility with surroundings	☐ Street network connectivity including an extensive network of bicycle facilities and continuous pedestrian facilities with high amenity level	☐ Street network connectivity including an extensive network of bicycle facilities and continuous pedestrian facilities with high amenity level	☐ Projects providing service, facilities, and connectivity improvements to provide an equivalent level of activity connectedness to all population groups and all location-efficient places
☐ Pedestrian facilities with high amenity levels	☐ Ongoing re-investment in existing facilities to protect asset value	☐ Ongoing re-investment in existing facilities to protect asset value	☑ Convenient opportunities for multi-modal transfers and transit transfers
☐ Extensive network of bicycle facilities	☐ Transit centers and high capacity transit stations accessed primarily by walking, bicycling and interconnecting transit, with managed parking supply	☐ High capacity transit linking neighborhoods to employment centers and regional institutions in urban centers	☐ High degree of design compatibility for all facilities
☐ Projects providing service, facility, and connectivity improvements to provide an equivalent level of activity connectedness to all population groups and all location efficient places	☐ High capacity transit linking neighborhoods to employment centers and regional institutions in urban centers	☐ Local transit with excellent coverage providing connections to high capacity transit lines	☑ Ongoing re-investment in existing roadway facilities to protect asset value
☐ Convenient opportunities for multi-modal and transit transfers for all urban center users	☐ Local transit with excellent coverage providing connections to high capacity transit lines		☑ Allocation of street space to benefit fronting land uses and non-motorized modes ("Complete Streets")
☐ Ongoing re-investment in existing roadway facilities to protect asset value and provide customer satisfaction			
☐ Transit stations accessed primarily by interconnecting transit, walking, bicycling, typically with very limited associated parking			
☐ Pricing of parking and roadway capacity			
☐ Allocation of street space to benefit high-occupancy and nonmotorized modes ("complete streets") - e.g. road diets and other cross section changes			
☐ Carshare and bikeshare programs			

Please explain how the project satisfies any of the priorities identified for each place type here

This project enhances the network of bicycle facilities by providing bike lanes that supplement the City of Covina's Phase I bikeway projects, which will create a 12.6 mile citywide bikeway system. Most of the proposed bikeways occur on arterial facilities that provide access to a variety of land uses, including residential areas, shopping districts and schools.

The project creates convenient opportunities for multi-modal transfers by connecting to existing and planned bike-transit hubs the have or will have secured long-term bicycle parking. The project reinvests into existing roadways by using the road diet technique to add alternative modal capacity while only marginally reducing auto capacity. The project satisfies the "Complete Streets" priority by providing new bike lanes on existing, auto-centric facilities.

*All place types were selected from Section 3.3 of the Caltrans Smart Mobility 2010 Framework and were tailored to fit each modal application. See Exhibit A for Place Type Definitions

C. PSR EQUIVALENT SIGNATURE

Approved and Certified by Local Agency:

January 27, 2011

Agency Chief Executive (i.e. Mayor, City Manager, CEO, CAO, PW Dir, City *DATE*

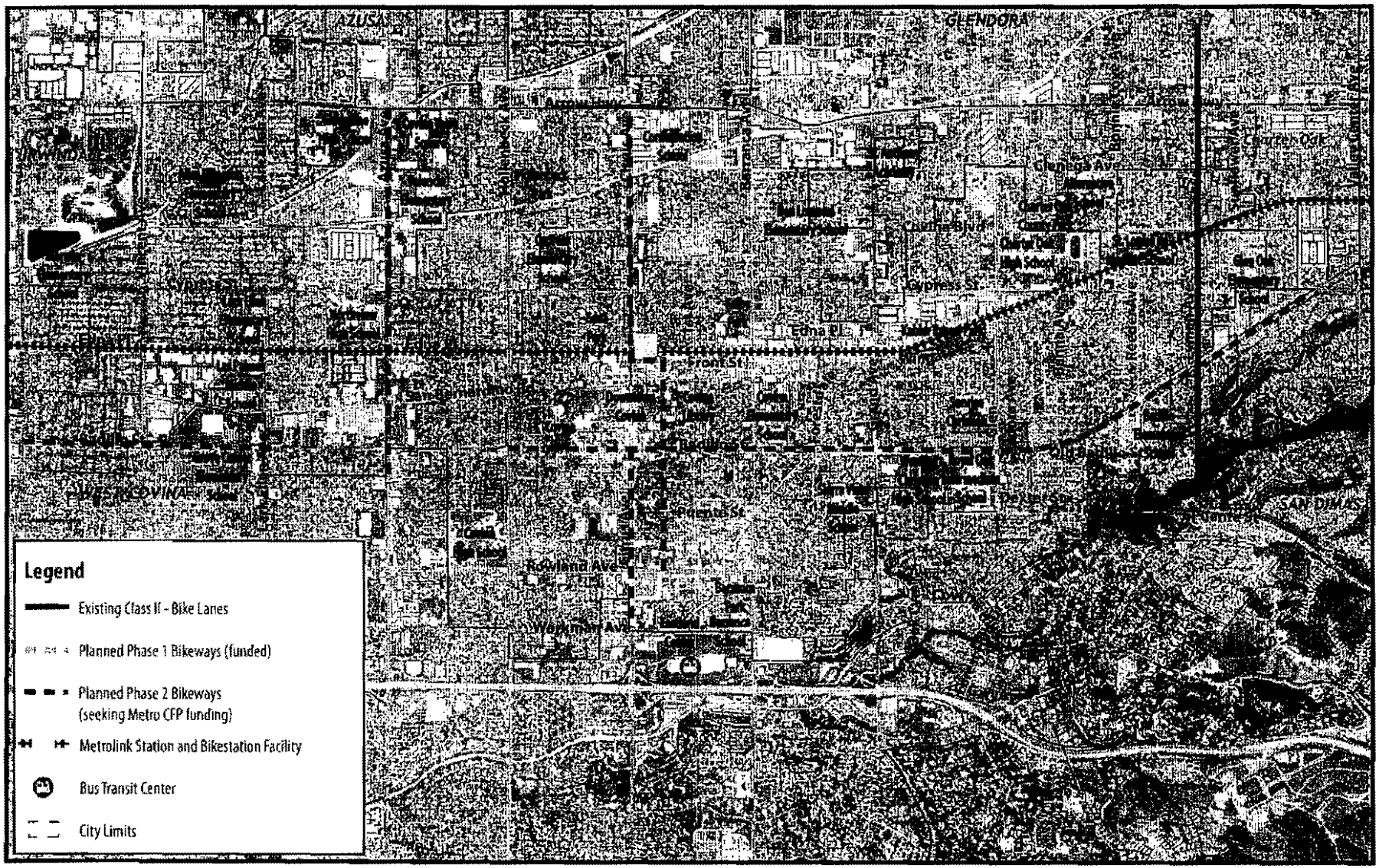
This Project Study Report Equivalent has been prepared under the direction of the following staff authorized by the sponsoring agency to sign for the work. The person signing below attests to and certifies the technical information contained therein and the engineering data if appropriate, upon which the commendations, conclusions, and decisions are based.

01/27/11

authorized staff *DATE*

If applicable, California PE Stamp and Lic #

REGISTERED PROFESSIONAL ENGINEER
LEOPOLDO A. OLENTINO
C26653
Exp. 3-31-12
CIVIL
STATE OF CALIFORNIA



PROJECT MAP

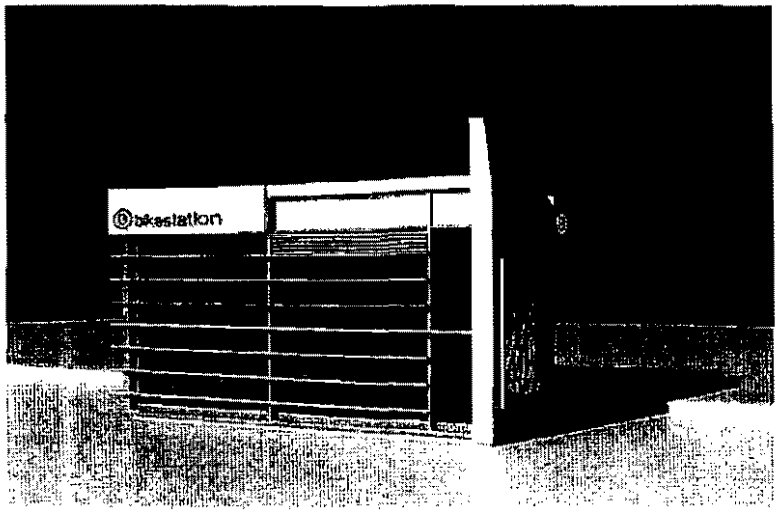
0 1/4 1/2 Mile

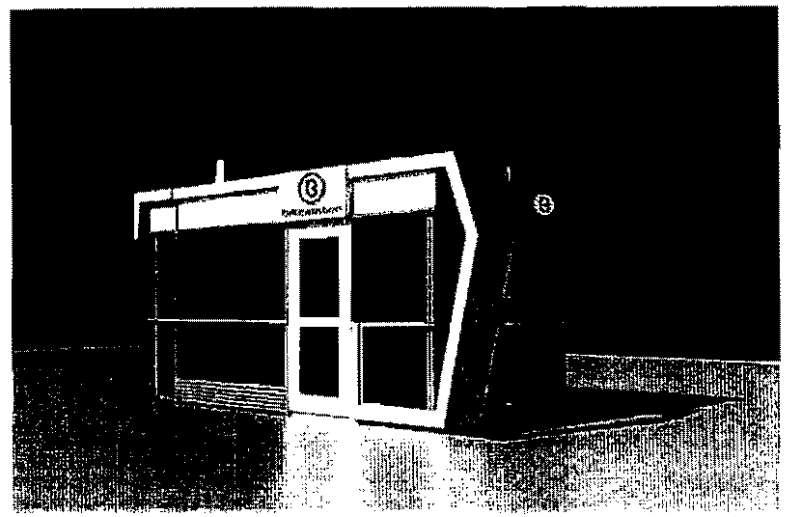
City of Covina
2011 Metro Call for Projects, Bikeway Improvements

Source: Aerial obtained via Google Earth Pro
Date: 1/18/2011

B.0818.UC

8x18, parking space sized, un-conditioned, un-staffed, single loaded, sidewalk / curbside entry

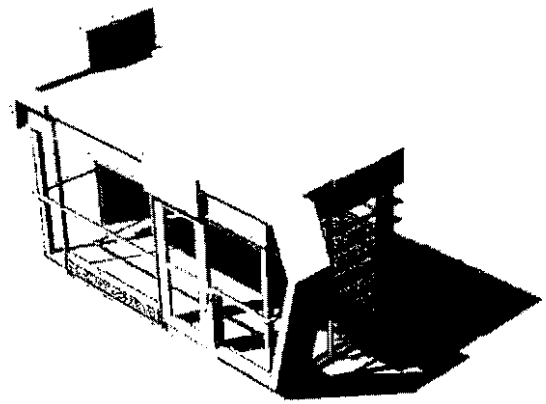




Rendering

Rendering

bikestation' Specifications	
Size	Nominal - 8x18 Actual – W 7'-6" x L17'-6" x H 9'-6" Int. clear – 8'-0"
Capacity	15-20 single loaded
Ad panels	Yes, 1 shown
Staffed	No staffing required
Notes:	- Fits in standard parking space - Multiple Colors Avail. - Flexible location options - Passive Ventilation, no Mech. HVAC - Electrical connection for lighting, entry and security system needed - Low profile unit available (optimized for packing structure)



Axon view

bikestation®

Release Date : 30 November 2010

Financial Summary Sheet
Metro CFP Application Format

1. Project Financial Expenses

	Project Expenses	FY 2015-2016	FY 2016-2017	Total
	Capital Expenses			
1	Design and PS&E	$ 27,729	$ 27,729	$ 55,458
2	Construction	$ 397,188	$ 397,188	$ 794,376
3	Construction Engineering	$ 27,729	$ 27,729	$ 55,458
4	Right of Way Acquisition	NA	NA	NA
5	Equipment Purchase	NA	NA	NA
6	Vehicle Purchase	NA	NA	NA
	Operating Expenses			
7	Administration / Management	NA	NA	NA
8	Operating Costs	NA	NA	NA
9	Maintenance	NA	NA	NA
10	Marketing	NA	NA	NA
	Other Expenses			
11		NA	NA	NA
12		NA	NA	NA
13		NA	NA	NA
14		NA	NA	NA
15		NA	NA	NA
16		NA	NA	NA
17	Total Project Expenses	$452,646	$452,646	$905,293

Amounts in 2010/2011 dollars

2. Project Funding Sources

	All existing project funding sources	Committed or Uncommitted	FY 2015-16	FY 2016-17	Total
18	Federal Monetary	NA	NA	NA	NA
19	Local Match	NA	NA	NA	NA
20	Federal Monetary	NA	NA	NA	NA
21	Local Match	NA	NA	NA	NA
22					
23	State Monetary	NA	NA	NA	NA
24	Local Match	NA	NA	NA	NA
25	State Monetary	NA	NA	NA	NA
26	Local Match	NA	NA	NA	NA
27					
28	Local Monetary	20% of Total Proj	$90,529	$90,529	$181,059
29					
30	In-Kind				
31					
32	Other				
33					
34	Total Existing Funding Sources and Local Match		$90,529	$90,529	$181,059

3. Project Financial Summary

	Project Financial Summary	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total
35	Total Project Expenses (Line 17)					$452,646	$452,646	$905,293
36	Total Project Funding (Line 34)					$90,529	$90,529	$181,059
37	Total Project Funding Shortfall					$362,117	$362,117	$724,234
38	Project Funding Request					$362,117	$362,117	$724,234

Bikeway Improvements Cost Estimates
Metro CFP Application Format

Citrus Avenue	Quantity	Unit Price	Total
Environmental documentation			NA
Hazardous waste studies			NA
Public outreach			NA
Preliminary design			$5,391
Final design/bid package			$5,391
Right-of-way			
Acquisition			NA
Utility relocation			NA
Clearance/demolition			NA
Total Design Cost			$10,783
Hazardous Waste Cleanup		NA	NA
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic items - loop detector	NA	NA	NA
Signage	212	$200	36,400
Striping			$101,476
Landscaping	NA	NA	NA
Structural items			NA
Other - Contingency, Mobilization, Traffic Control			$53,915
Total Construction Costs			$191,740
Construction management & inspection			$10,783
Project Marketing			NA
Total Project Cost			$193,305

Front Street	Quantity	Unit Price	Total
Environmental documentation			NA
Hazardous waste studies			NA
Public outreach			NA
Preliminary design			$386
Final design/bid package			$386
Right-of-way			
Acquisition			NA
Utility relocation			NA
Clearance/demolition			NA
Total Design Cost			$771
Hazardous Waste Cleanup		NA	NA
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic items	NA	NA	NA
Signage	2	$200	$400
Striping			$7,325
Landscaping	NA	NA	NA
Structural items			NA
Other - Contingency, Mobilization, Traffic Control			$1,163
Total Construction Costs			$13,588
Construction Management & Inspection			$771
Project Marketing			NA
Total Project Cost			$15,131

Second Avenue	Quantity	Unit Price	Total
Environmental documentation			NA
Hazardous waste studies			NA
Public outreach			NA
Preliminary design			$2,631
Final design/bid package			$2,631
Right-of-way			
Acquisition			NA
Utility relocation			NA
Clearance/demolition			NA
Total Design Cost			$5,223
Hazardous Waste Cleanup		NA	NA
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic items	NA	NA	NA
Signage	16	$200	$3,200
Striping			$49,033
Landscaping	NA	NA	NA
Structural items			NA
Other - Contingency, Mobilization, Traffic Control			$26,181
Total Construction Costs			$78,414
Construction Management & Inspection			$5,223
Project Marketing			NA
Total Project Cost			$88,859

Badillo Street	Quantity	Unit Price	Total
Environmental documentation			NA
Hazardous waste studies			NA
Public outreach			NA
Preliminary design			$11,000
Final design/bid package			$11,000
Right-of-way			
Acquisition			NA
Utility relocation			NA
Clearance/demolition			NA
Total Design Cost			$22,000
Hazardous Waste Cleanup		NA	NA
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic items	NA	NA	NA
Signage	66	$200	$13,200
Striping			$286,797
Landscaping	NA	NA	NA
Structural items			NA
Other - Contingency, Mobilization, Traffic Control			$109,999
Total Construction Costs			$409,996
Construction Management & Inspection			$22,000
Project Marketing			NA
Total Project Cost			$453,996

Arusa Avenue	Quantity	Unit Price	Total
Environmental documentation			NA
Hazardous waste studies			NA
Public outreach			NA
Preliminary design			$4,591
Final design/bid package			$4,591
Right-of-way			
Acquisition			NA
Utility relocation			NA
Clearance/demolition			NA
Total Design Cost			$9,181
Hazardous Waste Cleanup		NA	NA
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic items	NA	NA	NA
Signage	28	$200	$5,600
Striping			$86,222
Landscaping	NA	NA	NA
Structural items			NA
Other - Contingency, Mobilization, Traffic Control			$45,908
Total Construction Costs			$137,729
Construction Management & Inspection			$9,181
Project Marketing			NA
Total Project Cost			$156,091

Bike Station	Quantity	Unit Price	Total
Environmental documentation			NA
Hazardous waste studies			NA
Public outreach			NA
Preliminary design			$1,750
Final design/bid package			$1,750
Right-of-way			
Acquisition			NA
Utility relocation			NA
Clearance/demolition			NA
Total Design Cost			$3,500
Hazardous Waste Cleanup		NA	NA
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic items	NA	NA	NA
Signage	NA	NA	NA
Striping	NA	NA	NA
Landscaping	NA	NA	NA
Structural items			$75,000
Other - Contingency, Mobilization, Traffic Control			
Total Construction Costs			$75,000
Construction Management & Inspection			$7,500
Project Marketing			NA
Total Project Cost			$90,000

Total Bikeway Projects	Quantity	Unit Price	Total
Environmental documentation			
Hazardous waste studies			
Public outreach			
Preliminary design			$27,729
Final design/bid package			$27,729
Right-of-way			
Acquisition			
Utility relocation			
Clearance/demolition			
Total Design Cost			$55,458
Hazardous Waste Cleanup			
Construction			
Earthwork			
Pavement			
Drainage			
Traffic items			
Signage	164	$200	$38,800
Striping			$450,784
Landscaping			
Structural items			$75,000
Other - Contingency, Mobilization, Traffic Control			$239,791
Total Construction Costs			$764,176
Construction Management & Inspection			$55,458
Project Marketing			
Total Project Cost			$925,191

Bikeway Improvements Cost Estimates
Standard Format

Citrus Avenue	Quantity	Unit Price	Total
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic Items - loop detector	NA	NA	NA
Signage	32	$200	$6,400
Striping			$101,426
Landscaping	NA	NA	NA
Structural Items			NA
Construction Subtotal			$107,826
Contingency	20%		$21,565
Mobilization	10%		$10,783
Traffic Control	20%		$21,565
Design	10%		$10,783
Management	10%		$10,783
Total Project Cost			$183,305
[redacted]			
Bike Lanes (/ mile)	1.8		
existing striping removal - per sf (assume 5.4" lanes of striping to remove)	15681.6	$2.50	$39,204
bike lane striping - per lf (assume 2 stripes for each lane)	38016	$0.70	$26,611
traffic lane striping - per lf (assume 4 new lines needed)	38016	$0.70	$26,611
bike lane markings - before and after each intersection. Assume 10 intersections per mile per side)	36	$250	$9,000
SUBTOTAL FOR BIKE LANES			$101,426
Signs (18 / mi)	32	$200	$6,400
Striping			$101,426
Signs			$6,400

Front Street	Quantity	Unit Price	Total
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic Items	NA	NA	NA
Signage	2	$200	$400
Striping			$7,325
Landscaping	NA	NA	NA
Structural Items			NA
Construction Subtotal			$7,725
Contingency	20%		$1,545
Mobilization	10%		$773
Traffic Control	20%		$1,545
Design	10%		$773
Management	10%		$773
Total Project Cost			$8,498
[redacted]			
Bike Lanes (/ mile)	0.33		
existing striping removal - per sf (assume 5.4" lanes of striping to remove)	1132.56	$2.50	$2,831
bike lane striping - per lf (assume 2 stripes for each lane)	2745.6	$0.70	$1,922
traffic lane striping - per lf (assume 4 new lines needed)	2745.6	$0.70	$1,922
bike lane markings - before and after each intersection. Assume 10 intersections per mile)	2.6	$250	$650
SUBTOTAL FOR BIKE LANES			$7,325
Signs (18 / mi)	2	$200	$400
Striping			$7,325
Signs			$400

Second Avenue	Quantity	Unit Price	Total
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic Items	NA	NA	NA
Signage	16	$200	$3,200
Striping			$49,023
Landscaping	NA	NA	NA
Structural Items			NA
Construction Subtotal			$52,223
Contingency	20%		$10,445
Mobilization	10%		$5,222
Traffic Control	20%		$10,445
Design	10%		$5,222
Management	10%		$5,222
Total Project Cost			$57,445
[redacted]			
Bike Lanes (/ mile)	0.87		
existing striping removal - per sf (assume 5.4" lanes of striping to remove)	15579.44	$1.50	$38,949
bike lane striping - per lf (assume 2 stripes for each lane)	18374.4	$0.70	$12,862
traffic lane striping - per lf (assume 4 new lines needed)	18374.4	$0.70	$12,862
bike lane markings - before and after each intersection. Assume 10 intersections per mile)	17.4	$250	$4,350
SUBTOTAL FOR BIKE LANES			$49,023
Signs (18 / mi)	16	$200	$3,200
Striping			$49,023
Signs			$3,200

Badillo Street	Quantity	Unit Price	Total
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic Items	NA	NA	NA
Signage	66	$200	$13,200
Striping			$206,797
Landscaping	NA	NA	NA
Structural Items			NA
Construction Subtotal			$219,997
Contingency	20%		$43,999
Mobilization	10%		$22,000
Traffic Control	20%		$43,999
Design	10%		$22,000
Management	10%		$22,000
Total Project Cost			$373,995
[redacted]			
Bike Lanes (/ mile)	3.67		
existing striping removal - per sf (assume 5.4" lanes of striping to remove)	31573.04	$2.50	$79,933
bike lane striping - per lf (assume 2 stripes for each lane)	77510.8	$0.70	$54,257
traffic lane striping - per lf (assume 4 new lines needed)	77510.8	$0.70	$54,257
bike lane markings - before and after each intersection. Assume 10 intersections per mile)	73.4	$250	$18,350
SUBTOTAL FOR BIKE LANES			$206,797
Signs (18 / mi)	66	$200	$13,200
Striping			$206,797
Signs			$13,200

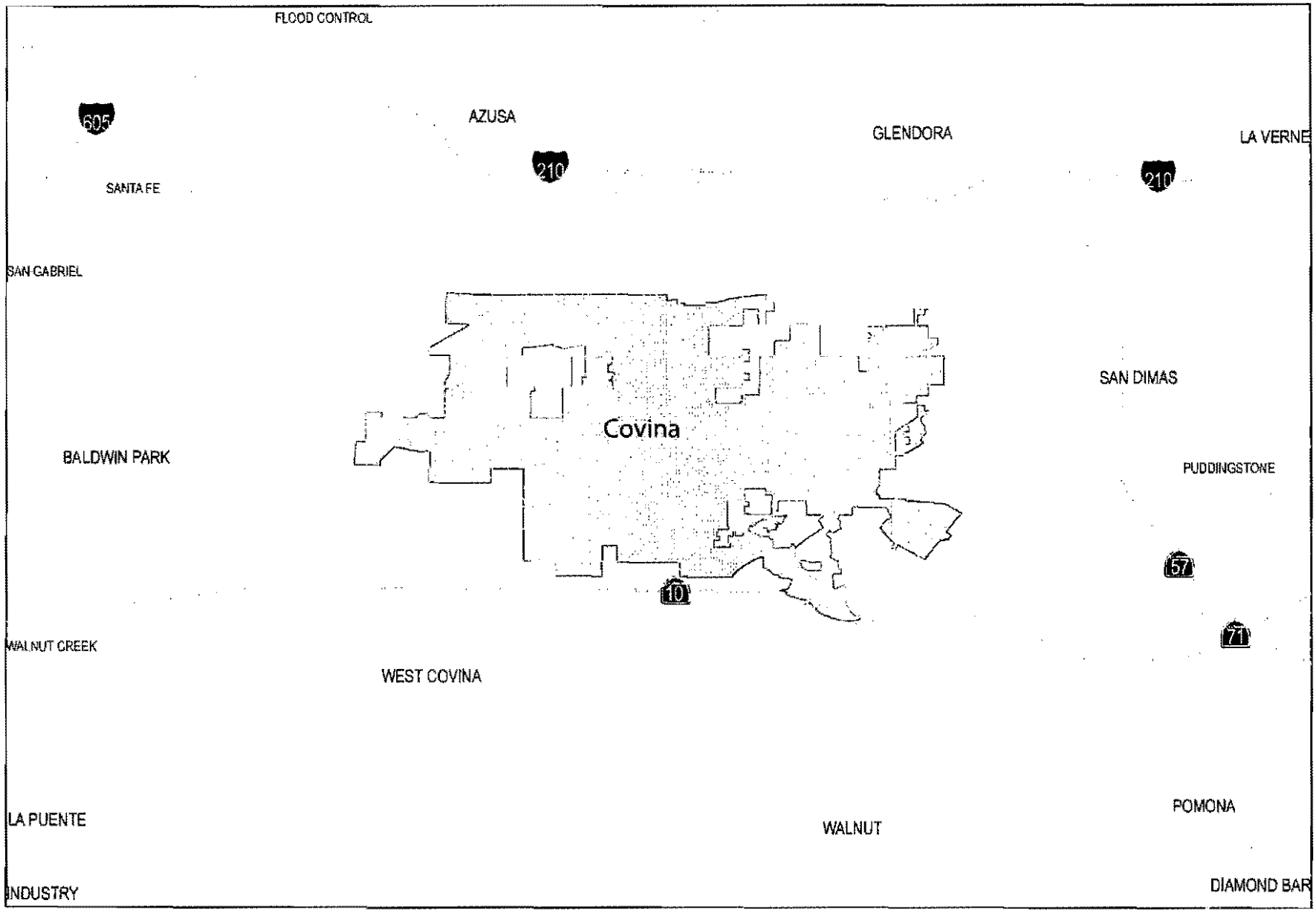
Azusa Avenue	Quantity	Unit Price	Total
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic Items	NA	NA	NA
Signage	28	$200	$5,600
Striping			$86,212
Landscaping	NA	NA	NA
Structural Items			NA
Construction Subtotal			$91,812
Contingency	20%		$18,362
Mobilization	10%		$9,181
Traffic Control	20%		$18,362
Design	10%		$9,181
Management	10%		$9,181
Total Project Cost			$156,081
[redacted]			
Bike Lanes (/ mile)	1.53		
existing striping removal - per sf (assume 5.4" lanes of striping to remove)	13329.4	$2.50	$33,323
bike lane striping - per lf (assume 2 stripes for each lane)	32313.6	$0.70	$22,620
traffic lane striping - per lf (assume 4 new lines needed)	32313.6	$0.70	$22,620
bike lane markings - before and after each intersection. Assume 10 intersections per mile)	30.6	$250	$7,650
SUBTOTAL FOR BIKE LANES			$86,212
Signs (18 / mi)	28	$200	$5,600
Striping			$86,212
Signs			$5,600

Bike Station	Quantity	Unit Price	Total
Construction			
Earthwork	NA	NA	NA
Pavement	NA	NA	NA
Drainage	NA	NA	NA
Traffic Items	NA	NA	NA
Signage	NA	NA	NA
Striping	NA	NA	NA
Landscaping	NA	NA	NA
Structural Items			$75,000
Total Construction Costs			$75,000
Contingency	NA	NA	NA
Mobilization	NA	NA	NA
Traffic Control	NA	NA	NA
Design and Management			$15,000
Total Project Cost			$90,000

[redacted]

Project Schedule

Feasability Studies	July 2010 to December 2010	
Environmental Documentation	June 2012 to October 2010	Project Categorically Exempt
PS&E	January 2015 to August 2015	
Right-of-Way	N/A	
Advertise	October 2015	
Award	January 2016	
Construction	February 2016 to April 2016	

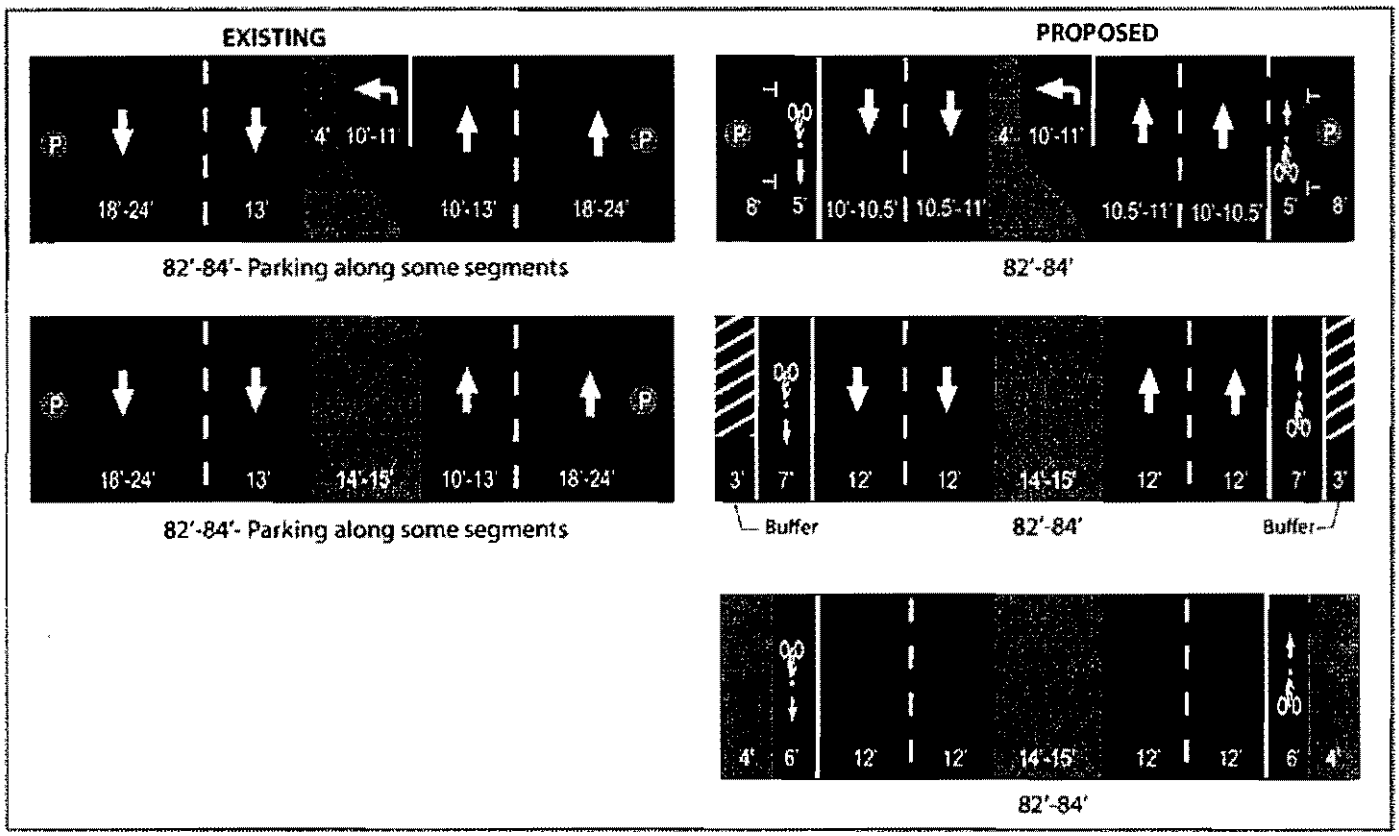


LOCATION MAP

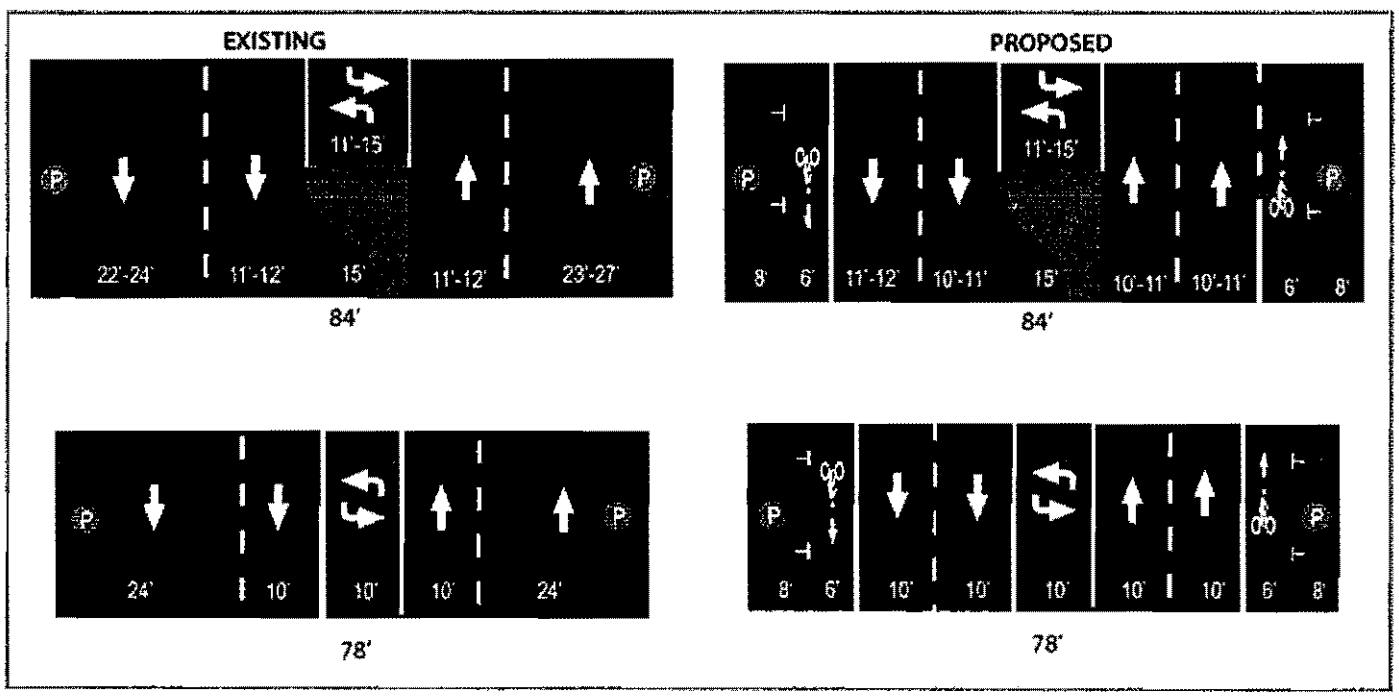
City of Covina
2011 Metro Call for Projects, Bikeway Improvements

Source: Los Angeles Metro (2010); Alta Planning + Design (2010)
Date: 1/18/2011

EXAMPLE TREATMENT: Azusa Avenue and Citrus Avenue



EXAMPLE TREATMENT: Second Avenue



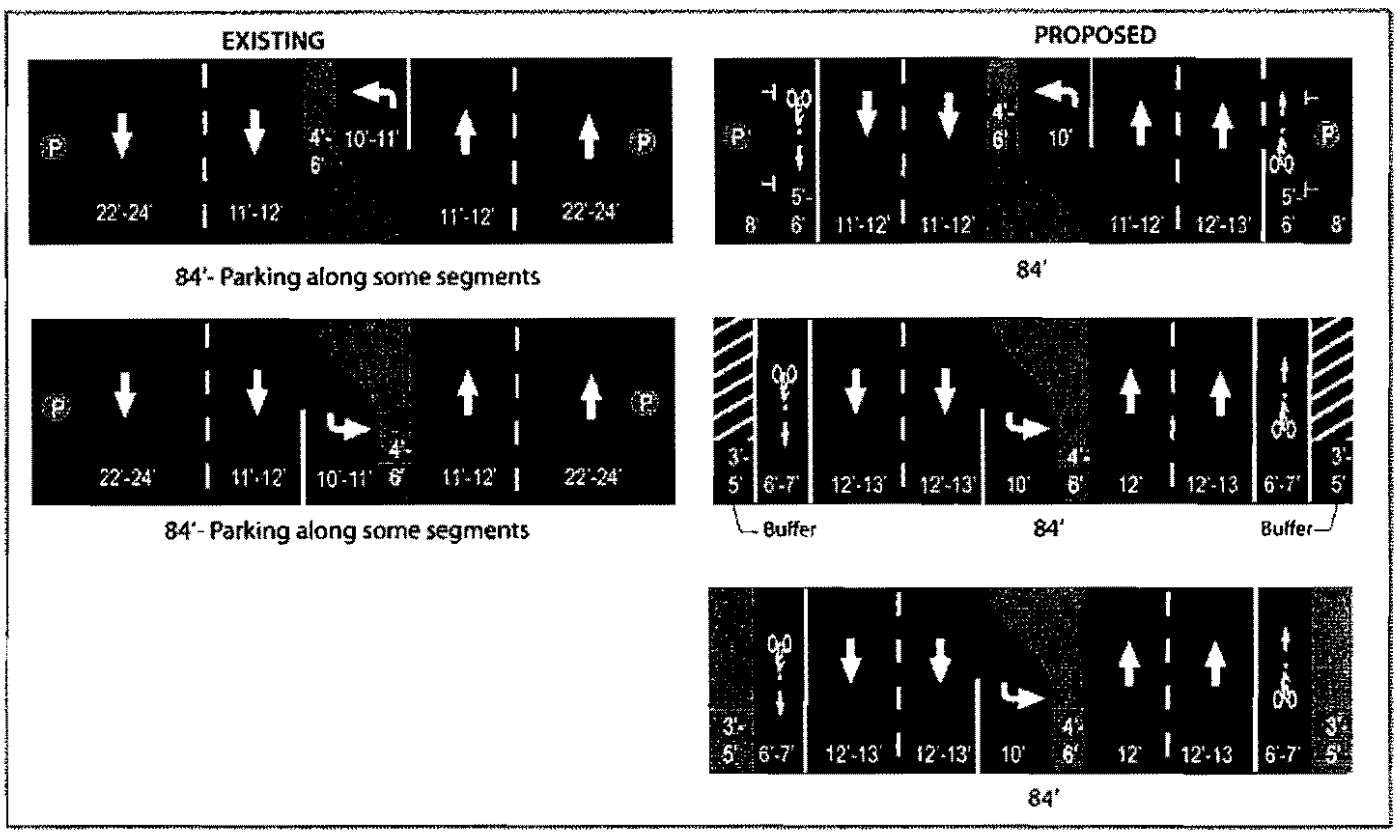
GENERAL CROSS-SECTION TREATMENT: AZUSA, CITRUS, AND SECOND AVES

City of Covina

2011 Metro Call for Projects, Bikeway and Pedestrian Improvements

JANUARY 2011

EXAMPLE TREATMENT: Badillo Street

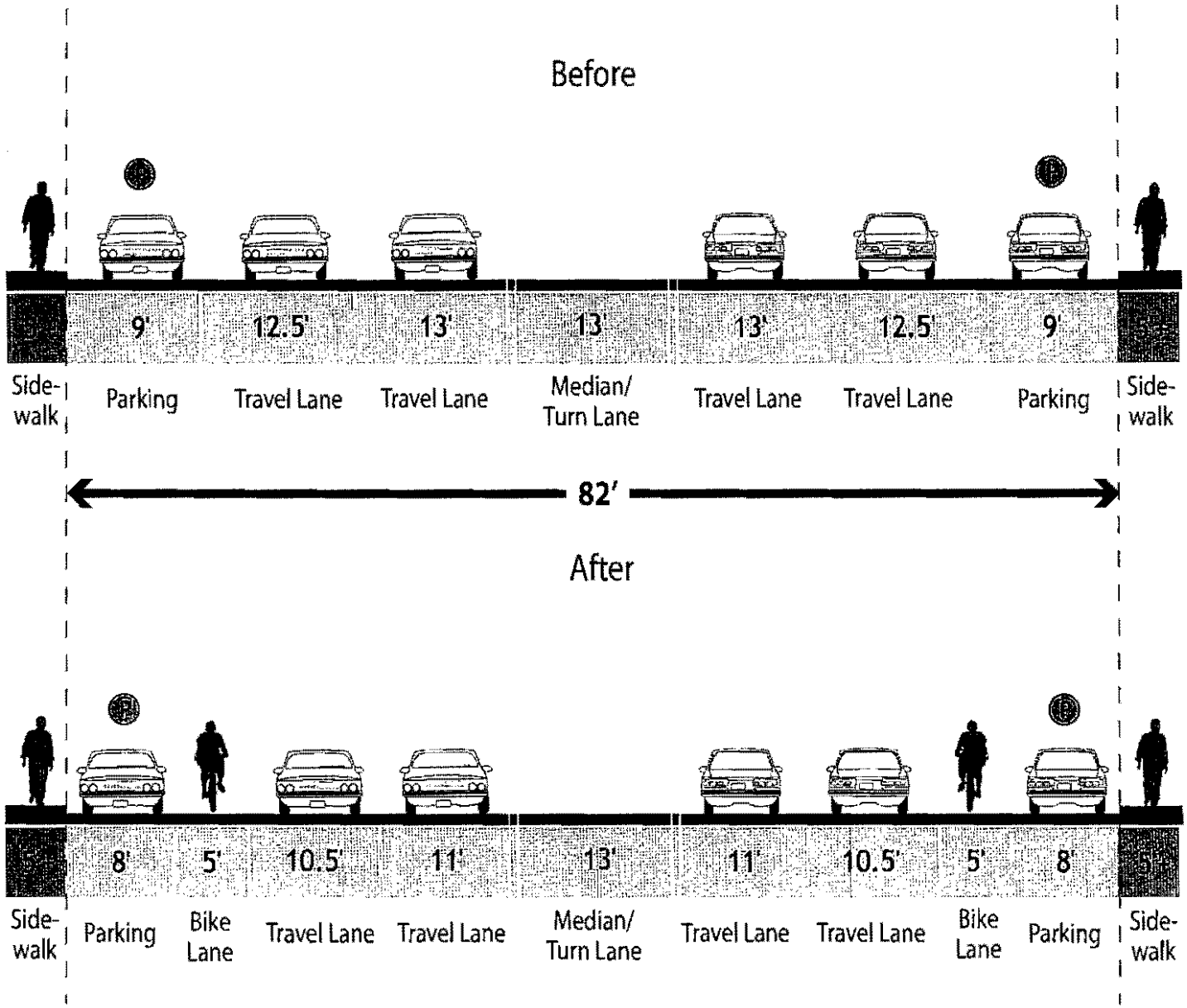


GENERAL CROSS-SECTION TREATMENT: BADILLO STREET

City of Covina

2011 Metro Call for Projects, Bikeway and Pedestrian Improvements

JANUARY 2011

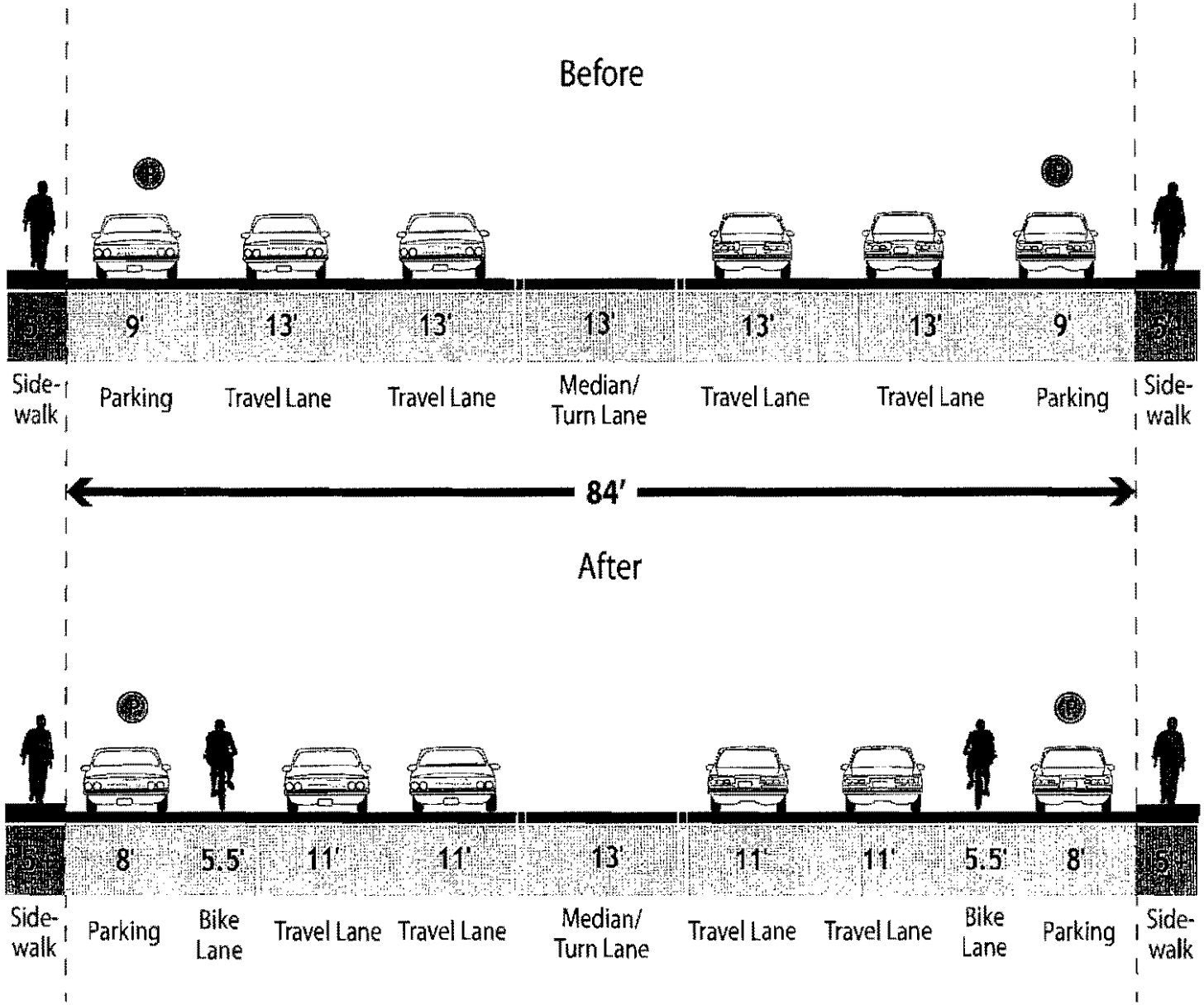


AZUSA AND CITRUS AVENUE EXAMPLE CROSS-SECTION TREATMENT

City of Covina

2011 Metro Call for Projects, Bikeway and Pedestrian Improvements

JANUARY 2011

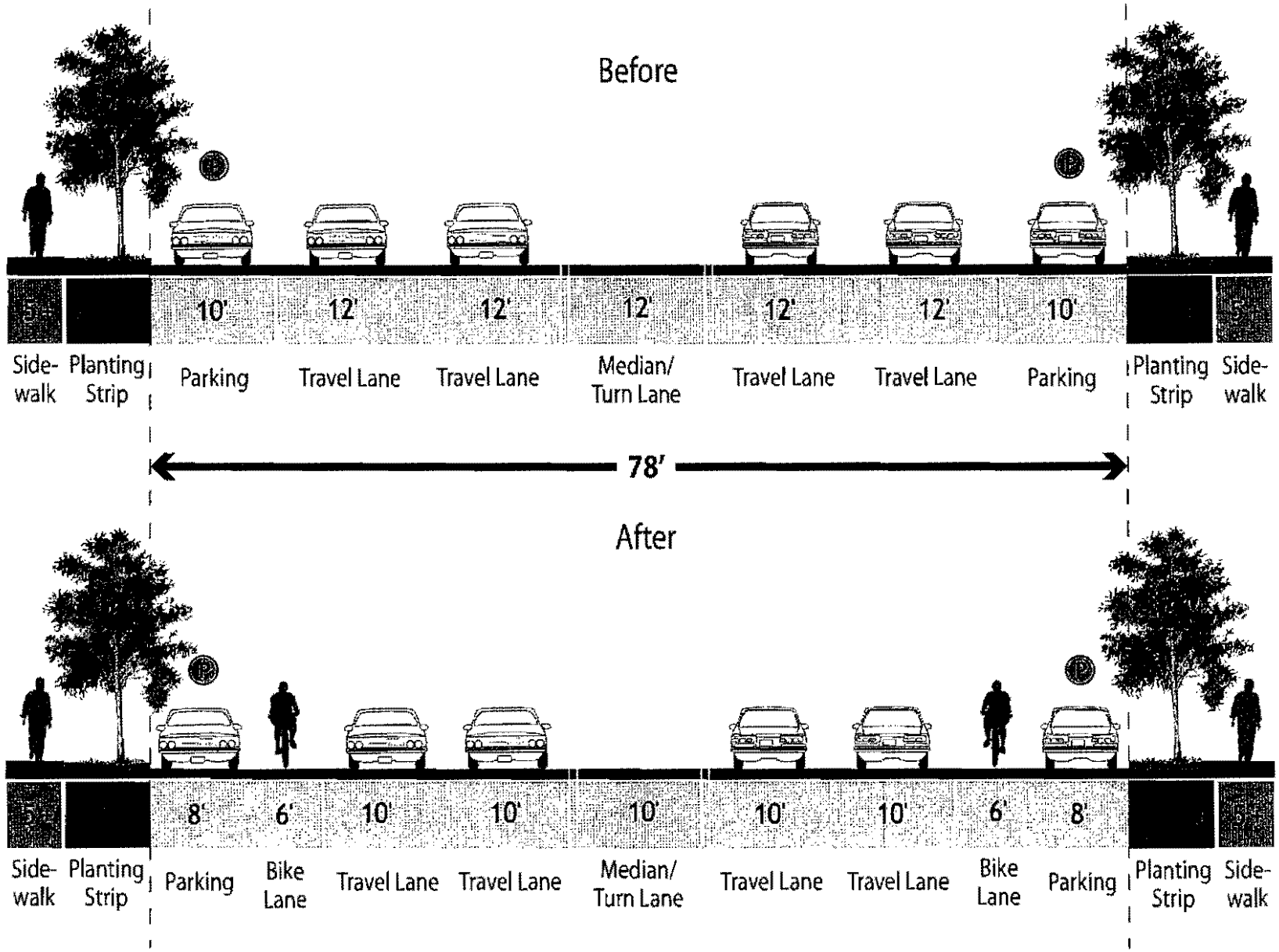


BADILLO STREET EXAMPLE CROSS-SECTION TREATMENT

City of Covina

2011 Metro Call for Projects, Bikeway and Pedestrian Improvements

JANUARY 2011



SECOND AVENUE EXAMPLE CROSS-SECTION TREATMENT

City of Covina

2011 Metro Call for Projects, Bikeway and Pedestrian Improvements

JANUARY 2011

CITY OF COVINA

125 East College Street • Covina, California 91723-2199

Peggy Delach
Mayor

January 24, 2011

Mr. Art Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012

Dear Mr. Leahy:

As the City of Covina continues to plan for the creation of a community that is sustainable and livable, we recognize the potential and the importance of developing a vision for a network of regional bicycle infrastructure. I am writing in support of the City of Covina's application for the 2011 Metro Call for Projects, "City of Covina Bicycle Network – Phase Two." The Covina City Council has signaled its desire for policies of environmental sustainability with bicycle and pedestrian centered development in its strategic plan, and this project continues the development of a bicycle network that will link cities throughout the San Gabriel Valley.

The funds from this program will enable the City of Covina to move forward with the installation of a second Bikestation secure bicycle parking unit in the Downtown Covina area as well as eight miles of Class II bicycle lanes along Azusa Avenue, Badillo Street, Citrus Avenue, Front Street, and Second Avenue. This is a unique opportunity to close gaps in the regional bicycle network, especially the vision of a continuous bicycle path that stretches from the Inland Empire to the San Gabriel River. In addition, the project will promote multi-modal transit connectivity to the Covina Metrolink Station and to Bikestation Covina, which opened next to the Covina Metrolink train platform in 2010.

On behalf of the City of Covina, I encourage Metro to recognize the opportunity presented by this proposal and to award funding under the Metro Call for Projects.

Thank you for your time and consideration of this application.

Sincerely,

Peggy Delach

The Honorable Peggy Delach
Mayor, City of Covina

cc: Tony Jusay, Project Manager, Metro
Alex Gonzalez, City of Covina

PD:ag:mlw

Board of Supervisors
County of Los Angeles

MICHAEL D. ANTONOVICH
MAYOR

January 26, 2011

Mr. Art Leahy, Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California, 90012

Dear Mr. Leahy:

As the City of Covina continues to plan for the creation of a community that is sustainable and livable, I recognize the potential and the importance of developing a vision for a network of regional bicycle infrastructure in the communities of the Fifth Supervisorial District. I am writing in support of the City of Covina's application for the 2011 Metro Call for Projects, "City of Covina Bicycle Network – Phase Two." The Covina City Council has signaled its desire for policies of environmental sustainability with bicycle and pedestrian centered development in its strategic plan, and this project continues the development of a bicycle network that will link cities throughout the San Gabriel Valley.

The funds from this program will enable the City of Covina to move forward with the installation of a second Bikestation secure bicycle parking unit in the Downtown Covina area as well as eight miles of Class II bicycle lanes along Azusa Avenue, Badillo Street, Citrus Avenue, Front Street, and Second Avenue. This is a unique opportunity to close gaps in the regional bicycle network, especially the vision of a continuous bicycle path that stretches from the Inland Empire to the San Gabriel River. In addition, the project will promote multi-modal transit connectivity to the Covina Metrolink Station and to Bikestation Covina, which opened next to the Covina Metrolink train platform in 2010.

On behalf of the City of Covina and the unincorporated Covina and Charter Oak communities, I encourage Metro to recognize the opportunity presented by this proposal and to award funding under the Metro Call for Projects.

Thank you for your time and consideration of this application.

Sincerely,

MICHEAL D. ANTONOVICH
Mayor

cc: Tony Jusay, Project Manager, Metro
Alex Gonzalez, City of Covina

ROOM 869 KENNETH HAHN HALL OF ADMINISTRATION, 500 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012
TELEPHONE (213) 974-5555 • FAX (213) 974-1010 • WEBSITE http://antonovich.co.la.ca.us/ • E-MAIL fifthdistrict@lacbos.org

San Gabriel Valley Council of Governments

1000 S. Fremont Ave., Unit 42, Bldg. A9, Suite 4320, Alhambra, CA 91803 Phone (626) 457-1800 Fax (626) 457-1285 E-Mail: sgvcog@sgvcog.org

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San Dimas
San Gabriel
San Marino
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South Pasadena
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Walnut
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First District, L.A. County
Fourth District, L.A. County
Fifth District, L.A. County
SGV Water Districts

Associate Members
Non-voting Members

January 25, 2011

Arthur Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

RE: Support of the City of Covina's "City of Covina Bicycle Network – Phase Two"

Dear Mr. Leahy,

As the City of Covina continues to plan for the creation of a community that is sustainable and livable, the San Gabriel Valley Council of Governments recognizes the potential and the importance of developing a vision for a network of regional bicycle infrastructure. I am writing in support of the City of Covina's application for the 2011 Metro Call for Projects, "City of Covina Bicycle Network – Phase Two." The Covina City Council has signaled its desire for policies of environmental sustainability with bicycle and pedestrian centered development in its strategic plan, and this project continues the development of a bicycle network that will link cities throughout the San Gabriel Valley.

The funds from this program will enable the City of Covina to move forward with the installation of a second Bikestation secure bicycle parking unit in the Downtown Covina area as well as eight miles of Class II bicycle lanes along Azusa Avenue, Badillo Street, Citrus Avenue, Front Street, and Second Avenue. This is a unique opportunity to close gaps in the regional bicycle network, especially the vision of a continuous bicycle path that stretches from the Inland Empire to the San Gabriel River. In addition, the project will promote multi-modal transit connectivity to the Covina Metrolink Station and to Bikestation Covina, which opened next to the Covina Metrolink train platform in 2010.

On behalf of the City of Covina, I encourage Metro to recognize the opportunity presented by this proposal and to award funding under the Metro Call for Projects.

Should you have any questions, please contact me at (626) 457-1800.

Sincerely,

Nicholas T. Conway
Executive Director
San Gabriel Valley Council of Governments

Ocean Center Building
110 West Ocean Blvd., Suite 19
Long Beach, CA 90802
Tel 562.733.0106
Fax 562.733.0107

bikestation®

Monday, January 24, 2011

This letter is to offer continued support and partnership with the City of Covina's effort in accelerating the implementation of their trailblazing work on sustainable, integrated mobility and related innovation and economic benefits.

Our focus at Mobis transportation/Bikestation, in partnership with government agencies, businesses, NGO and academic leaders, has been to accelerate implementation of integrated, multimodal, IT-enhanced, sustainable transportation and its related economic and employment benefits. Our work has taken the form of a Multimodal Transit Centers, an approach we have been developing in cities around the world since 1996. And they work! We have proven that high as 60% of Bikestation users are new cycling commuters and the vast majority of the remainder cycle and take transit more often because of the availability of secure bicycle parking facilities.

The Covina project has such a strong foundation to build on, and it's expansion is very promising in terms of immediate and positive sustainability, innovation, and business and employment outcomes.

Covina's Metrolink Station is the third busiest Metrolink station with an average of 204,000 weekday boardings annually. Additionally, the Covina station services the residents of 15 nearby cities, as well as the residents of unincorporated county areas in the eastern San Gabriel Valley. The construction of additional bicycle infrastructure is an important incentive to individuals that are considering the use of alternative modes of transportation.

It is with this in mind that we entered into a public-private partnership with the City of Covina to develop the first Bikestation secure bicycle parking module in the nation, which opened in February of 2010.

Ocean Center Building
110 West Ocean Blvd., Suite 19
Long Beach, CA 90802
Tel 562.733.0106
Fax 562.733.0107

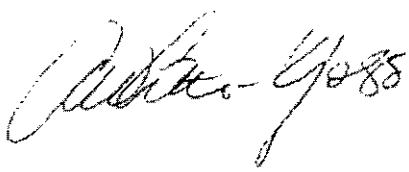
Bikstation Covina was the first phase to improving the intermodality of the station and promoting environmentally sustainable policies in the Covina Downtown area that will benefit the entire South Coast Air Basin.

We support the City of Covina's efforts to obtain Call for Projects funding to construct eight miles of Class II bicycle lanes and a second secure bicycle parking module in Downtown Covina. I encourage Metro to recognize the opportunity presented by this proposal and to award funding under the Metro Call for Projects.

Thank you for your time and consideration of this application.

We look forward to the next steps on this exciting journey.

Sincerely,



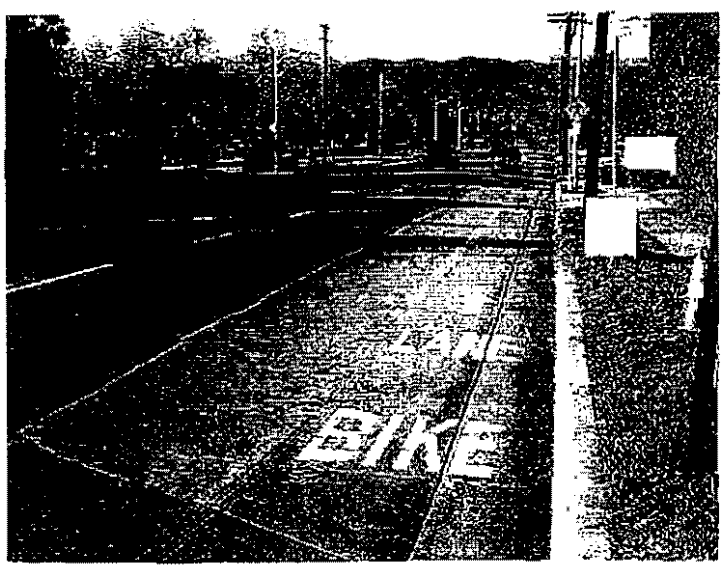
Andrea White-Kjoss
CEO

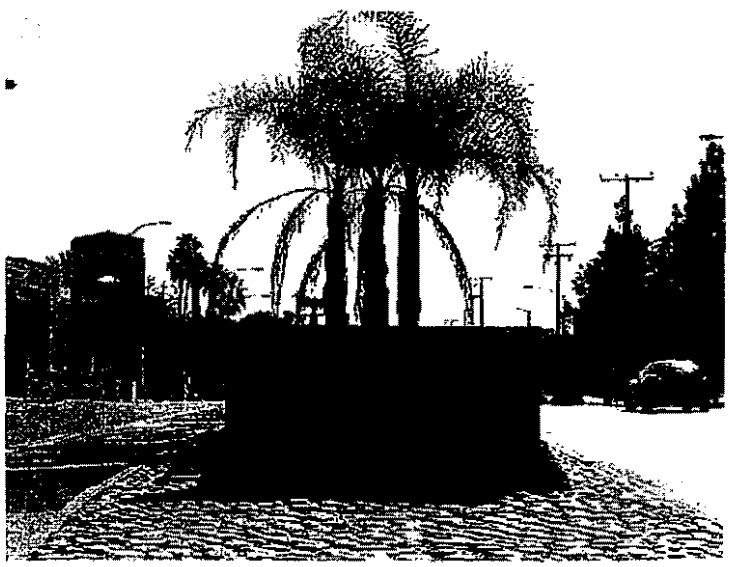
Cc: Tony Jusay, Project Manager, METRO
Alex Gonzalez, City of Covina

City of Covina Bikeway Network Study

For the:
City of Covina

Prepared by:
Alta Planning + Design





July 2010

Pedestrian & Bicycle Planning Study
City of Covina

Prepared for:

City of Covina

Prepared by:

ADVANTEC Consulting Engineers

21700 Copley Drive, Suite 350
Diamond Bar, CA 91765

In Conjunction with:

Alta Planning + Design

453 S Spring St. Ste. 804, Los Angeles CA 90013

December 2010

Figure 6.2 Proposed Citywide Bikeway Network

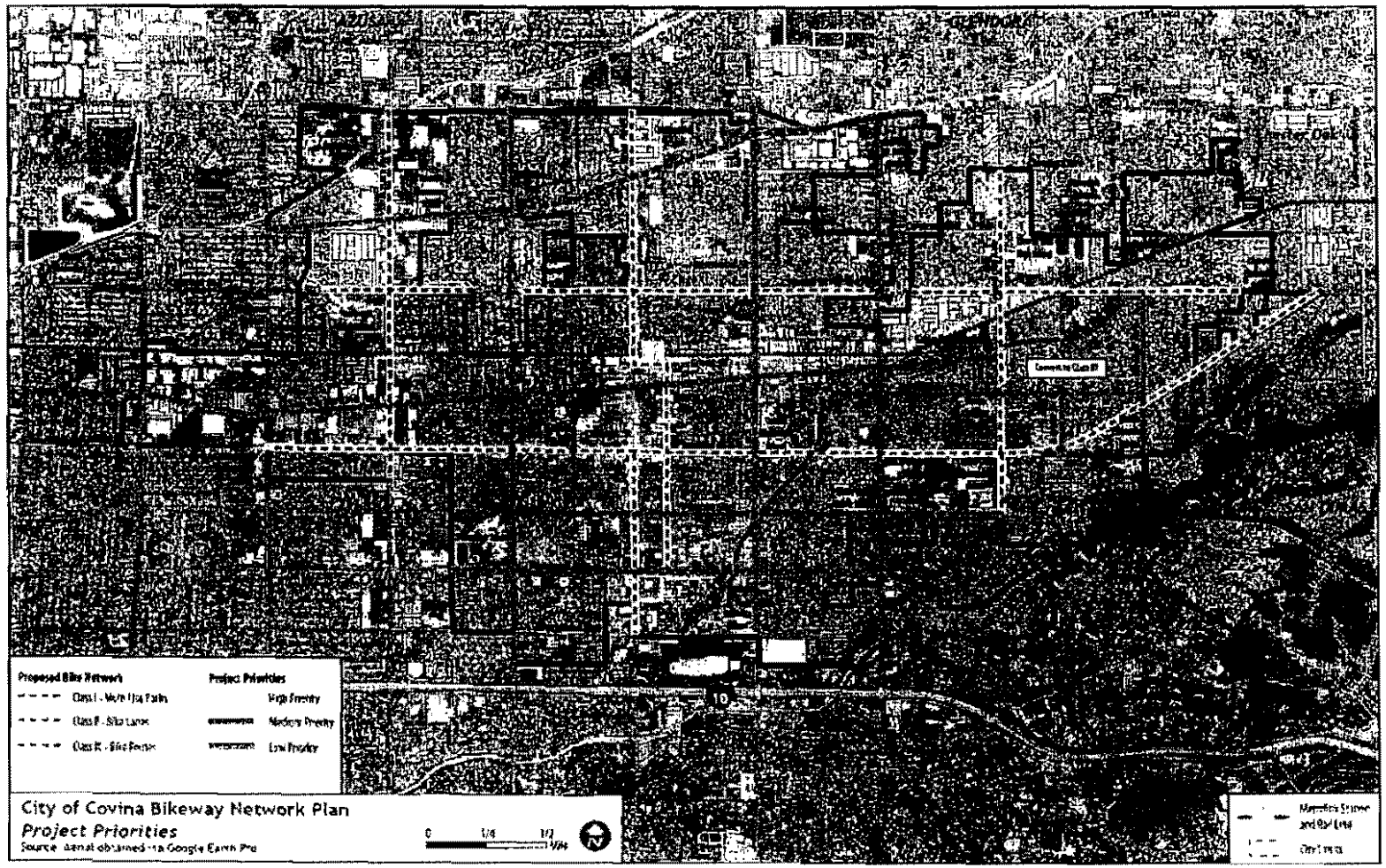


Figure 6.1 Cross Section of Proposed Class II Bikeway on 2nd Avenue

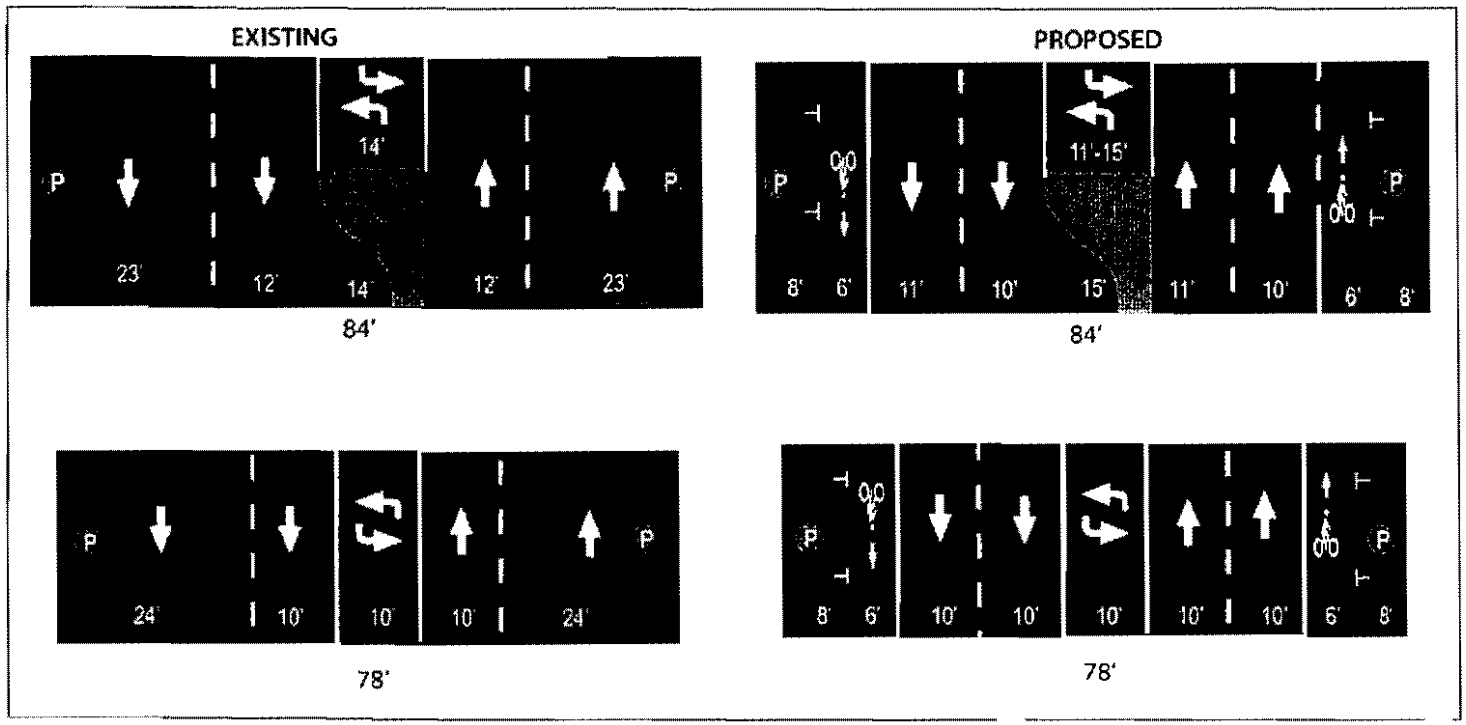
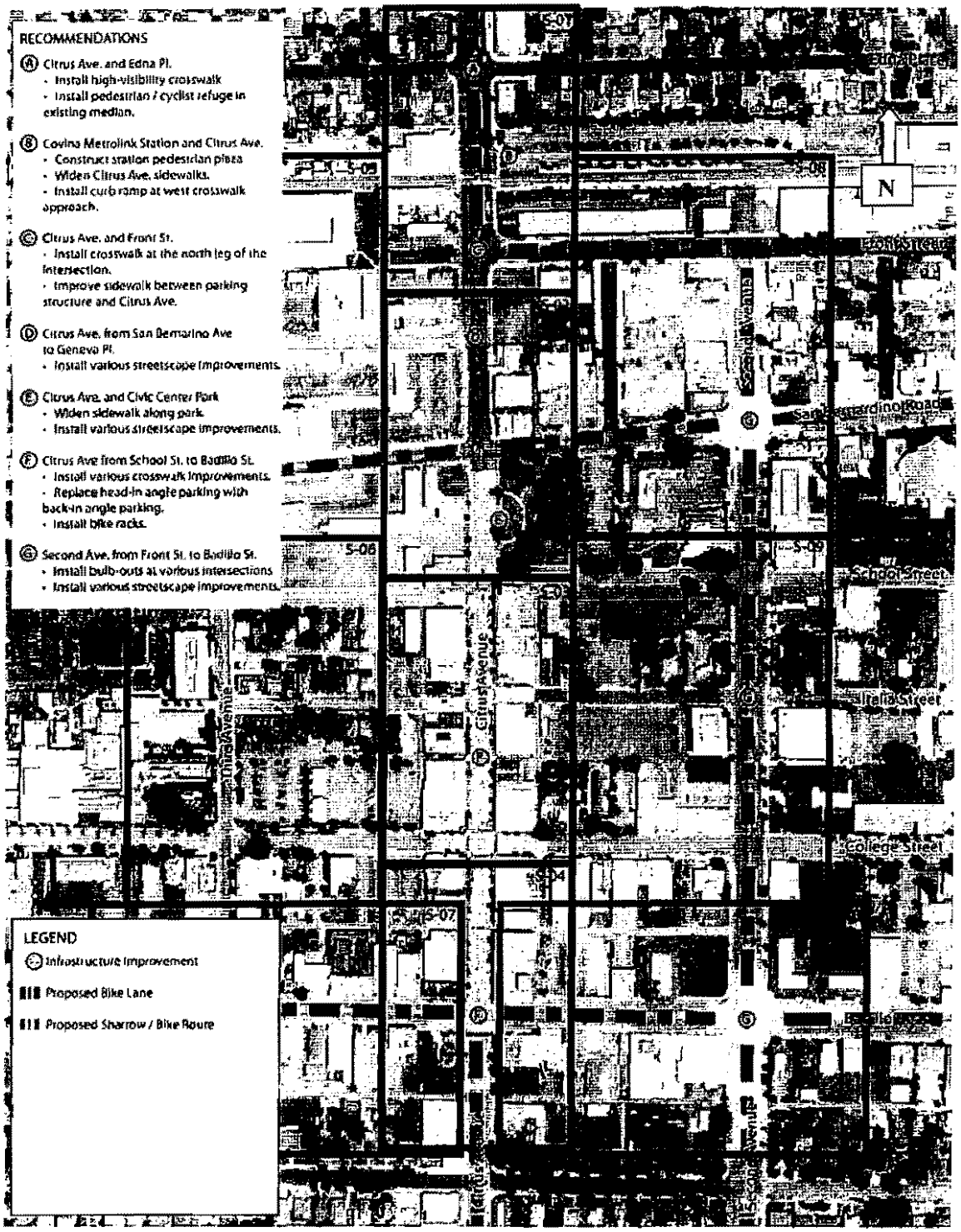


Figure 7.6 Concept Overview



City of Covina
Downtown and Metrolink Station Bicycle and Pedestrian Planning Study
Phase 1 Draft Report

PREPARED BY:
Alta Planning + Design

PREPARED FOR:
City of Covina

alta
PLANNING + DESIGN

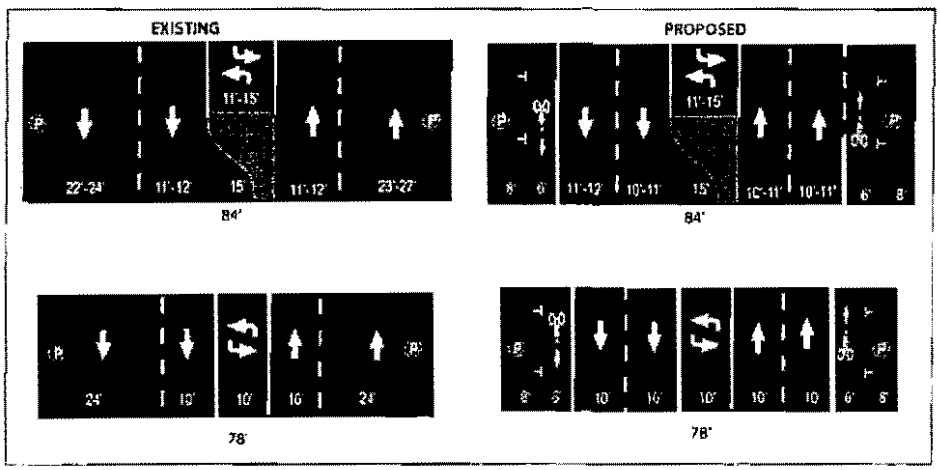


Figure 3-1 Proposed Second Avenue Class II Bikeway Cross-section

Second Avenue is currently 2 lanes in each direction with a center left turn lane north of Puente Street and a center stripe south to Rowland Avenue. The curb lane is wide and can accommodate both on-street parking and bike lanes on both sides north of Puente. Figure 3-1 illustrates the cross-sections of the existing and proposed lane configurations.

Figure 3-2 presents the Proposed Citywide Bikeway Network, with coloring based on project priority.

Table 3-2 Proposed Study Area Bikeway Network (North-South)

Roadway	Class	From	To	Length (miles)	Planning-Level Cost Estimate
Hollenbeck Ave	2	Arrow Hwy	San Dimas Wash	0.04	$1,120
	2	SCRRA Tracks	Workman Avenue	1.10	$30,800
4th Avenue	3	San Bernardino Road	Puente Street	0.49	$13,790
Citrus Avenue	2	Arrow Hwy	Front Street	1.05	$29,380
	2	Badillo Street	Workman Avenue	0.75	$20,950
Second Avenue	2	Front Street	Rowlan Avenue	0.87	$24,230
Barranca Avenue	2	Arrow Hwy	Workman Avenue	2.16	$60,450

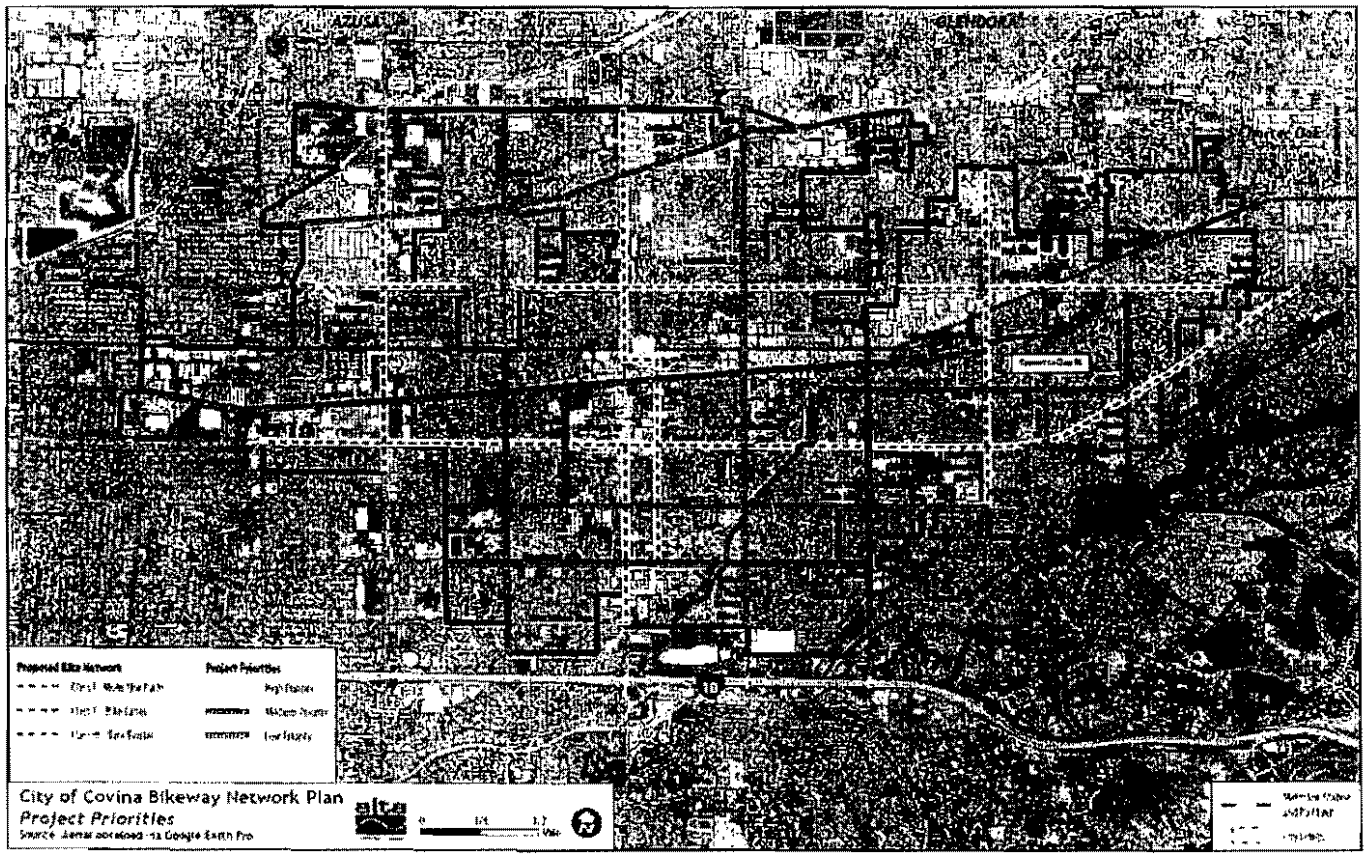
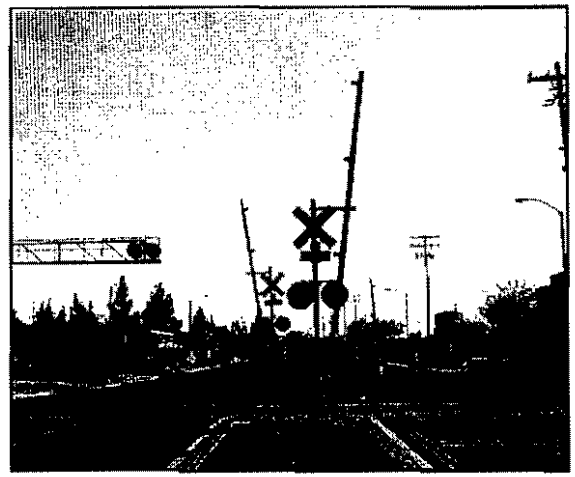
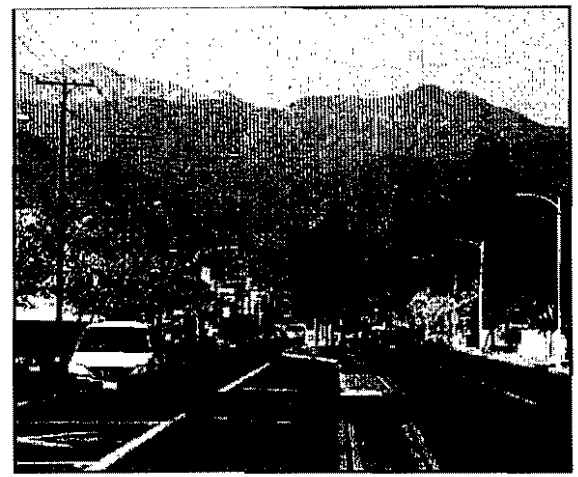


Figure 3-2 Proposed Citywide Bikeway Network

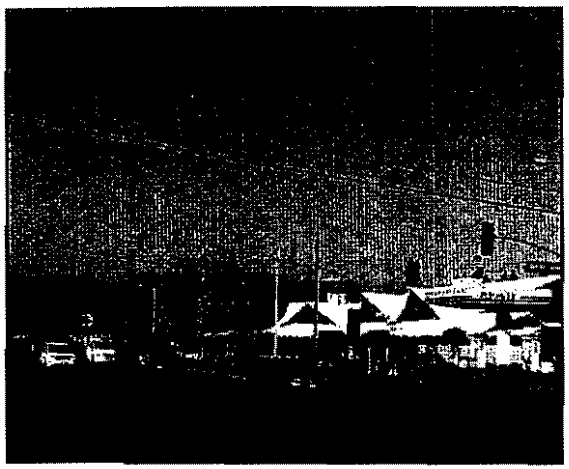
Azusa Avenue, looking north between
Arrow Highway and Cypress Street



Azusa Avenue, looking south between
Cypress Street and San Bernardino Road



Azusa Avenue, looking north between
Cypress Street and San Bernardino Road



Azusa Avenue, looking north
at San Bernardino Road

Azusa Avenue, looking north between
Badillo Street and San Bernardino Road

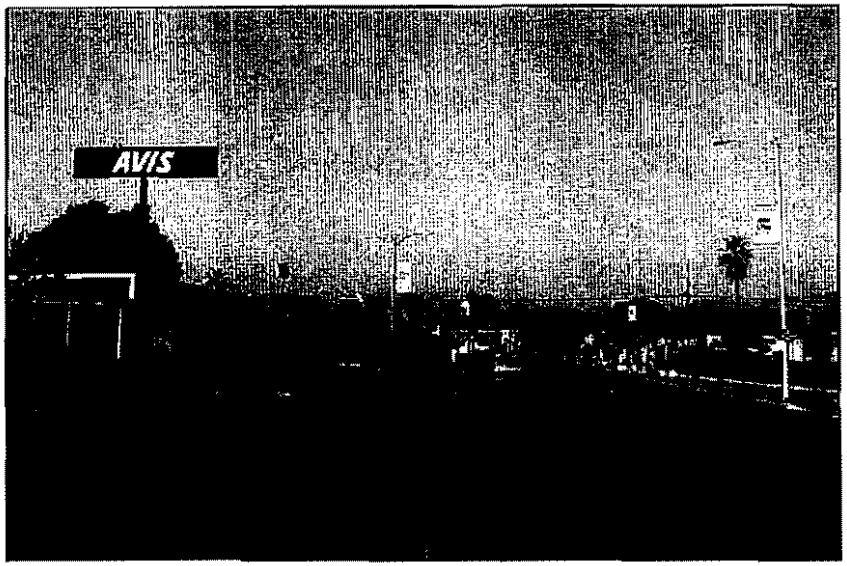
Azusa Avenue, looking south between
Badillo Street and San Bernardino Road

AZUSA AVENUE SITE PHOTOS

City of Covina

2011 Metro Call for Projects, Bikeway Improvements

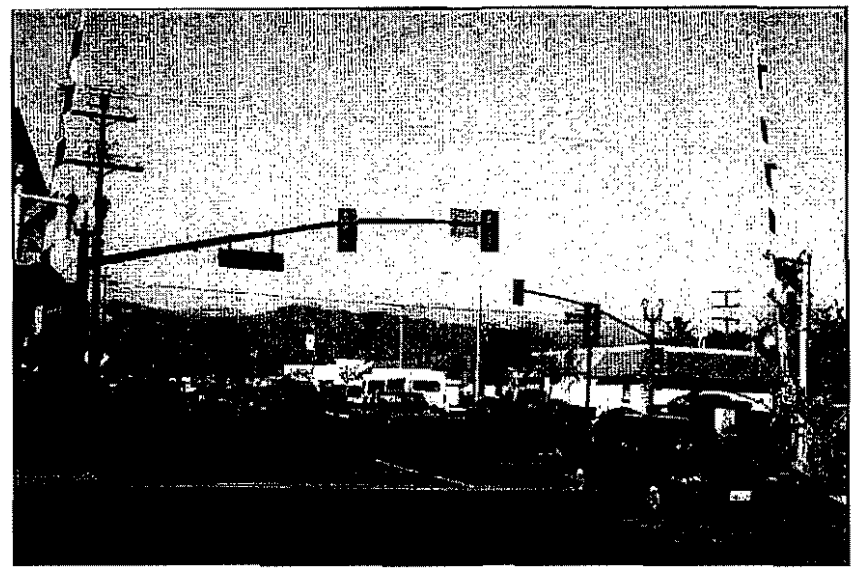
JANUARY 2011



Citrus Avenue, looking north at Dexter Street

Citrus Avenue, looking north at Center Street

Citrus Avenue, looking south at Covina Boulevard



Citrus Avenue, looking north from Front Street

CITRUS AVENUE SITE PHOTOS

City of Covina

2011 Metro Call for Projects, Bikeway Improvements

JANUARY 2011

Badillo Street, looking east
at Lark Ellen Avenue

Badillo Street, looking east
at Woodgrove Avenue

Badillo Street, looking east
between Hollenbeck Avenue and Citrus

Badillo Street, looking east
between Citrus Avenue and Barranca Avenue

Badillo Street, looking east
between Grand Avenue and Glendora Avenue

Badillo Street, looking east between
Reeder Avenue and Sunflower Avenue

BADILLO STREET SITE PHOTOS

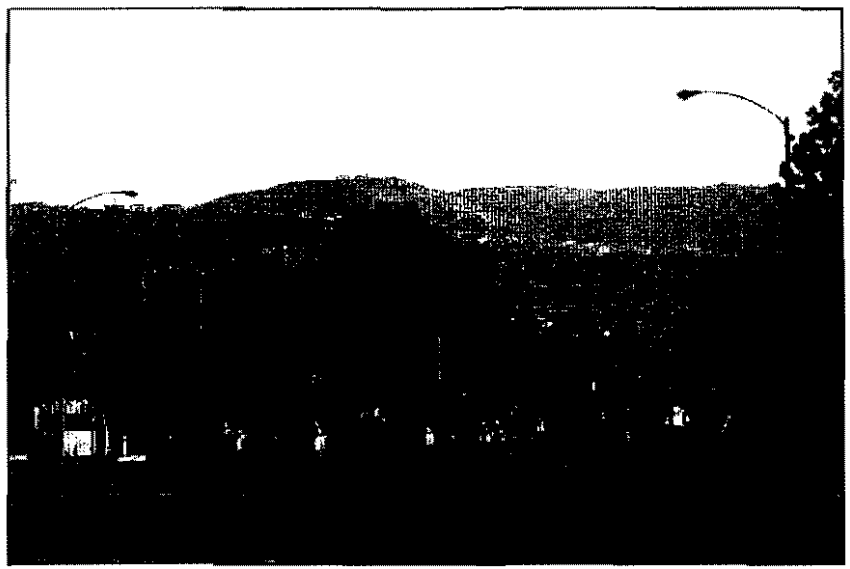
City of Covina

2011 Metro Call for Projects, Bikeway Improvements

JANUARY 2011

Front Street, looking east at Citrus Avenue

2nd Avenue, looking south at Italia Street



2nd Avenue, looking south toward Puente Street

2nd Avenue, looking south toward Rowland Avenue

FRONT STREET - 2nd AVENUE SITE PHOTOS

City of Covina

2011 Metro Call for Projects, Bikeway Improvements

JANUARY 2011

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 9

STAFF SOURCE: Dilu De Alwis, Finance Director

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:
Approve Payment of Demands in the amount of: **$3,071,344.57**

BACKGROUND:
Attached list of warrants, demands, which are being presented for approval for December 2010 are summarized as follows:

DATE OF DEMANDS		DEMAND NUMBERS	AMOUNT
ACCOUNTS PAYABLE WARRANTS			
December 2, 2010		88812	$2,500.00
December 7, 2010		88813-88961	$316,405.29
December 9, 2010		88962-88986	$195,929.42
December 14, 2010		88987-89104	$1,007,874.14
December 14, 2010		89105	$2,500.00
December 20, 2010		89106-89232	$218,651.86
December 20, 2010		89233-89234	$19,379.00
December 23, 2010		89235-89258	$200,398.45
PAYROLL			
December 9, 2010	PAYROLL ADVANCE		$392,000.00
December 9, 2010			$146,611.15
December 21, 2010	PAYROLL ADVANCE		$406,000.00
December 21, 2010			$146,676.13
VOIDS			
December 20, 2010		89150	($18,874.00)
WORKERS COMPENSATION			
December 6, 2010		20775-20791	$13,066.98
December 10, 2010		20792-20823	$14,511.74
December 22, 2010		20838-20855	$7,714.41
		GRAND TOTAL:	**$3,071,344.57**

RELEVANCE TO STRATEGIC PLAN: Not applicable

EXHIBITS:
A. ACCOUNTS PAYABLE REGISTER

REVIEW TEAM ONLY
City Attorney: _____ Finance Director: _____
City Manager: _____ Other: _____

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088812	V05481	BRASS STARR PRODUCTIONS	12/02/10	2,500.00	MW	IP		

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	2,500.00	Number of Checks Processed:	1
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	2,500.00		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088813	V07646	12 MILES OUT.COM	12/07/10	800.00	MW	OH		
AP00088814	V00022	ABORTA BUG INC	12/07/10	140.00	MW	OH		
AP00088815	V05055	AGI ACADEMY	12/07/10	264.60	MW	OH		
AP00088816	V07158	AGUILAR, LOURDES	12/07/10	63.00	MW	OH		
AP00088817	V07542	AKEY, MARJORIE	12/07/10	254.10	MW	OH		
AP00088818	V07014	ALAS, NINA	12/07/10	63.00	MW	OH		
AP00088819	V00046	ALBERTSONS GROCERY WAREHOUSE	12/07/10	7.96	MW	OH		
AP00088820	V04434	ALL CITY MANAGEMENT SVC	12/07/10	4,170.00	MW	OH		
AP00088821	V02224	AMERICAN WEST COAST SECURITY	12/07/10	25.00	MW	OH		
AP00088822	V07157	ANGELES, LEAH	12/07/10	107.33	MW	OH		
AP00088823	V01955	AZUSA PLUMBING & HEATNG SUPPL	12/07/10	57.95	MW	OH		
AP00088824	V00088	AZUSA, CITY OF	12/07/10	957.76	MW	OH		Payee Name different in Check DB
AP00088825	V05806	BALSZ, RYAN	12/07/10	8.00	MW	OH		
AP00088826	V02591	BEST BEST & KRIEGER LLP	12/07/10	30,090.67	MW	OH		
AP00088827	V07139	BETHKE, BETTY JO	12/07/10	126.58	MW	OH		
AP00088828	V06600	BLODGETT BAYLOSIS ASSOC INC	12/07/10	2,060.00	MW	OH		
AP00088829	V03256	BOBKIEWICZ, ROB	12/07/10	20.42	MW	OH		
AP00088830	V00254	BRUNSWICK COVINA BOWL	12/07/10	122.50	MW	OH		Payee Name different in Check DB
AP00088831	V00139	CALIBER POOL AND SPA SVC	12/07/10	1,450.00	MW	OH		
AP00088832	V07038	CALLANDRILLO JR., GEORGE	12/07/10	77.00	MW	OH		
AP00088833	V07156	CALLISON, JACQUELYN	12/07/10	259.29	MW	OH		
AP00088834	V01595	CANON BUS SOLUTIONS INC	12/07/10	916.83	MW	OH		Payee Name different in Check DB
AP00088835	V03431	CASTRUITA, MICHAEL	12/07/10	20.42	MW	OH		
AP00088836	V05302	CELAYA, VERA FLORES	12/07/10	314.30	MW	OH		Payee Name different in Check DB
AP00088837	V00186	CENTURY OFFICE PRODUCTS	12/07/10	379.40	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088838	V02958	CERTIFIED UNDERCAR PARTS	12/07/10	51.20	MW	OH		
AP00088839	V00190	CHARTER OAK GYMNASTICS INC	12/07/10	1,858.50	MW	OH		
AP00088840	V05555	CINTAS CORP #693	12/07/10	131.23	MW	OH		
AP00088841	V06757	COLE, PATRICIA	12/07/10	1,146.59	MW	OH		
AP00088842	V02444	CONTEMPORARY INFO CORP	12/07/10	24.00	MW	OH		
AP00088843	V05948	CORBIN, CLARA	12/07/10	1,320.17	MW	OH		
AP00088844	V00256	COVINA DISPOSAL CO	12/07/10	9,812.21	MW	OH		
AP00088845	V00256	COVINA DISPOSAL CO	12/07/10	62,711.02	MW	OH		
AP00088846	V00262	COVINA RENTS	12/07/10	307.30	MW	OH		
AP00088847	V00837	COVINA WATER & REFUSE, CITY O	12/07/10	998.51	MW	OH		Payee Name different in Check DB
AP00088848	V04305	CPOA	12/07/10	320.00	MW	OH		
AP00088849	V02742	CRAIG'S CPR&FIRST AID TRAININ	12/07/10	147.00	MW	OH		
AP00088850	V01587	CRRA	12/07/10	200.00	MW	OH		Payee Name different in Check DB
AP00088851	V02667	CRUMP, ISOBEL	12/07/10	20.42	MW	OH		
AP00088852	V01576	CURLEY, JOHN	12/07/10	8.00	MW	OH		Payee Name different in Check DB
AP00088853	V06792	DAPEER ROSENBLIT & LITVAK LLP	12/07/10	863.20	MW	OH		
AP00088854	V07724	DE ALWIS, DILU	12/07/10	39.00	MW	OH		
AP00088855	V06152	DEB'S BOOKKEEPLUS	12/07/10	9,150.00	MW	OH		
AP00088856	V00282	DELL MARKETING L.P.	12/07/10	10,105.56	MW	OH		Payee Name different in Check DB
AP00088857	V00211	DH MAINTENANCE SERVICES	12/07/10	6,266.28	MW	OH		
AP00088858	V07016	DOMINAIDE	12/07/10	42.00	MW	OH		
AP00088859	V00301	DYNO TUNE	12/07/10	48.25	MW	OH		
AP00088860	V00175	EDISON CO	12/07/10	36,717.11	MW	OH		
AP00088861	V00307	EDS AUTO PARTS	12/07/10	13.01	MW	OH		
AP00088862	V07726	FAIRWAY LENDING GROUP	12/07/10	105.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088863	V00176	FEDEX	12/07/10	8.19	MW	OH		
AP00088864	V00339	FOOTHILL PRESBYTERIAN HOSPITA	12/07/10	50.00	MW	OH		Payee Name different in Check DB
AP00088865	V01299	FOSTER, DAVE	12/07/10	8.00	MW	OH		
AP00088866	V06433	GALE CENGAGE LEARNING	12/07/10	184.87	MW	OH		
AP00088867	V00350	GAS COMPANY, THE	12/07/10	1,824.48	MW	OH		Payee Name different in Check DB
AP00088868	V01193	GONZALES, CARLOS	12/07/10	8.00	MW	OH		
AP00088869	V00374	GRAINGER	12/07/10	59.30	MW	OH		Payee Name different in Check DB
AP00088870	V03659	HAEBE, CYNTHIA	12/07/10	1,705.00	MW	OH		
AP00088871	V07294	HOLLIDAY ROCK CO INC	12/07/10	785.26	MW	OH		
AP00088872	V00006	HOME DEPOT	12/07/10	323.74	MW	OH		
AP00088873	V00233	HYDRO CONNECTIONS	12/07/10	35.91	MW	OH		Payee Name different in Check DB
AP00088874	V05607	INGERSOLL, SCOTT	12/07/10	224.00	MW	OH		
AP00088875	V00426	INLAND WATER WORKS	12/07/10	1,740.69	MW	OH		
AP00088876	V03518	JAIME, LUIS	12/07/10	20.00	MW	OH		
AP00088877	V06049	JAIME, SANDRA	12/07/10	54.13	MW	OH		
AP00088878	V07173	JOHN L. HUNTER	12/07/10	623.75	MW	OH		
AP00088879	V02427	JOHNSON'S NUMBERING SERVICE	12/07/10	58.00	MW	OH		
AP00088880	V07325	JOSEPH ESCOBEDO	12/07/10	140.00	MW	OH		Payee Name different in Check DB
AP00088881	V05490	JS CONSULTANTS	12/07/10	55,258.92	MW	OH		
AP00088882	V00451	KELLY PAPER CO	12/07/10	367.94	MW	OH		
AP00088883	V04161	KINGWILL, BRIAN	12/07/10	34.20	MW	OH		
AP00088884	V03514	KLYMKIW, MARIE	12/07/10	56.12	MW	OH		
AP00088885	V00182	KMART STORE 4281	12/07/10	49.35	MW	OH		
AP00088886	V02741	KYLE, PATRICIA	12/07/10	736.49	MW	OH		
AP00088887	V05585	LAM, LY CHOU	12/07/10	238.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088888	V07017	LARSEN, MICHAEL	12/07/10	93.19	MW	OH		
AP00088889	V00502	LIFE ASSIST INC	12/07/10	242.00	MW	OH		
AP00088890	V05351	LY, NGUYEN	12/07/10	128.00	MW	OH		Payee Name different in Check DB
AP00088891	V04792	MALINOSKI, JOHN	12/07/10	8.00	MW	OH		
AP00088892	V00523	MAMMOTH AUDIO SYSTEMS	12/07/10	100.00	MW	OH		
AP00088893	V02554	MARQUEZ, LUPE	12/07/10	806.78	MW	OH		Payee Name different in Check DB
AP00088894	V06820	MARTHA HEAVISIDE	12/07/10	680.44	MW	OH		
AP00088895	V02479	MCDONOUGH, JIM	12/07/10	8.00	MW	OH		
AP00088896	V07167	MEREDITH DIGITAL	12/07/10	3,221.17	MW	OH		
AP00088897	V00551	MILLERS & ISHAMS FIRE	12/07/10	140.30	MW	OH		Payee Name different in Check DB
AP00088898	V01240	MISSION LINEN SUPPLY	12/07/10	297.23	MW	OH		
AP00088899	V00573	NAPA AUTO PARTS	12/07/10	14.00	MW	OH		
AP00088900	V06687	NEWPORT FARMS INC	12/07/10	300.58	MW	OH		
AP00088901	V05539	NORTHERN SAFETY COMPANY	12/07/10	43.38	MW	OH		
AP00088902	V07163	NOTTI, PAMELA SUE	12/07/10	98.00	MW	OH		
AP00088903	V07729	OCTMA	12/07/10	80.00	MW	OH		
AP00088904	V00797	OFFICE DEPOT	12/07/10	64.93	MW	OH		Payee Name different in Check DB
AP00088905	V04312	OSTARCEVIC, IVAN	12/07/10	20.42	MW	OH		
AP00088906	V02693	PALMA, DANNY	12/07/10	34.20	MW	OH		
AP00088907	V07018	PARADA, MIGUEL	12/07/10	630.00	MW	OH		
AP00088908	V00615	PATTON SALES CORP	12/07/10	48.29	MW	OH		
AP00088909	V01471	PETERSON, GREGG	12/07/10	8.00	MW	OH		
AP00088910	V01176	POVERO, DAVID	12/07/10	149.58	MW	OH		Payee Name different in Check DB
AP00088911	V00650	PUENTE READY MIX INC	12/07/10	1,433.34	MW	OH		
AP00088912	V03310	QUALITY TRAILER PRODUCTS INC	12/07/10	39.19	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088913	V05299	RAMOS, VERONICA	12/07/10	296.10	MW	OH		
AP00088914	V07501	RC KEMP CONSULTING LLC	12/07/10	2,565.00	MW	OH		
AP00088915	V06114	REPUBLIC MASTER CHEFS	12/07/10	107.52	MW	OH		
AP00088916	V00676	REYNOLDS BUICK INC	12/07/10	90.94	MW	OH		Payee Name different in Check DB
AP00088917	V05907	RF CONSULTING	12/07/10	507.16	MW	OH		
AP00088918	V01204	ROCHFORD, JAMES	12/07/10	8.00	MW	OH		
AP00088919	V05669	SAINT, MICHELE	12/07/10	74.66	MW	OH		
AP00088920	V04895	SAN GABRIEL VALLEY TRIBUNE	12/07/10	40.00	MW	OH		
AP00088921	V01546	SEE'S CANDIES	12/07/10	754.75	MW	OH		
AP00088922	V00880	SERESINGHE, AJITH	12/07/10	1,100.00	MW	OH		Payee Name different in Check DB
AP00088923	V01155	SGV CITY MANAGERS' ASSOC	12/07/10	30.00	MW	OH		Payee Name different in Check DB
AP00088924	V06095	SGV EXAMINER	12/07/10	30.00	MW	OH		
AP00088925	V00851	SIEMENS BUILDING TECHNOLOGIES	12/07/10	2,844.75	MW	OH		Payee Name different in Check DB
AP00088926	V03801	SIRSIDYNIX	12/07/10	17,318.72	MW	OH		Payee Name different in Check DB
AP00088927	V00727	SMART AND FINAL IRIS CORP	12/07/10	420.20	MW	OH		
AP00088928	V01301	SMITH, STEVEN	12/07/10	29.90	MW	OH		
AP00088929	V01553	SOUTHERN CA GAS CO	12/07/10	883.14	MW	OH		Payee Name different in Check DB
AP00088930	V00737	SPARKLETTS	12/07/10	22.50	MW	OH		
AP00088931	V00007	STAPLES INC	12/07/10	329.24	MW	OH		
AP00088932	V03432	STATLER, TIMOTHY	12/07/10	8.00	MW	OH		
AP00088933	V06661	STEVENSON, ROY	12/07/10	421.40	MW	OH		
AP00088934	V00754	SUPERB GRAPHICS INC	12/07/10	230.48	MW	OH		
AP00088935	V03332	SWRCB	12/07/10	10,226.00	MW	OH		Payee Name different in Check DB
AP00088936	V04013	TARDIF, TOM	12/07/10	8.00	MW	OH		Payee Name different in Check DB
AP00088937	V00760	TAVANNA	12/07/10	312.19	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088938	V04501	THOMAS, TERRI	12/07/10	665.00	MW	OH		
AP00088939	V07008	TIME WARNER CABLE	12/07/10	145.70	MW	OH		
AP00088940	V04364	TINTLE, DENIS	12/07/10	54.62	MW	OH		
AP00088941	V00222	TOM'S CLOTHING & UNIFORMS INC	12/07/10	49.33	MW	OH		Payee Name different in Check DB
AP00088942	V05776	TOSHIBA BUSINESS SOLUTIONS	12/07/10	202.45	MW	OH		
AP00088943	V05054	TRIFYTT SPORTS	12/07/10	205.33	MW	OH		
AP00088944	V07019	TRUJILLO WORDEN-MEACHAM,	12/07/10	110.83	MW	OH		
AP00088945	V05822	TURNER, JOSHUA	12/07/10	20.42	MW	OH		
AP00088946	V02035	TURNER, LEANNE	12/07/10	47.25	MW	OH		
AP00088947	V00229	US POSTMASTER	12/07/10	1,783.01	MW	OH		
AP00088948	V00791	VALLEY TROPHY	12/07/10	279.86	MW	OH		
AP00088949	V07356	VAN LEEUWEN, JOACHIM	12/07/10	52.50	MW	OH		
AP00088950	V07403	VERIZON CALIFORNIA	12/07/10	119.98	MW	OH		
AP00088951	V00158	VULCAN MATERIALS COMPANY	12/07/10	275.54	MW	OH		Payee Name different in Check DB
AP00088952	V01618	WALCZAK, RIC	12/07/10	20.42	MW	OH		Payee Name different in Check DB
AP00088953	V06602	WELLDYNERX	12/07/10	172.53	MW	OH		
AP00088954	V04643	WELLS FARGO FINANCIAL LEASING	12/07/10	1,224.48	MW	OH		
AP00088955	V00812	WEST COAST ARBORISTS INC	12/07/10	6,697.80	MW	OH		
AP00088956	V00815	WEST LITE SUPPLY CO INC	12/07/10	752.16	MW	OH		
AP00088957	V07695	WHEELER PAVING INC.	12/07/10	5,891.20	MW	OH		
AP00088958	V01938	WOODS, CHRYSTAL	12/07/10	8.00	MW	OH		Payee Name different in Check DB
AP00088959	V00831	Y TIRE SALES	12/07/10	418.78	MW	OH		
AP00088960	V07081	YELLOW CAB OF SAN GABRIEL	12/07/10	84.00	MW	OH		
AP00088961	V02750	ZAVALA, ANTONIO	12/07/10	20.42	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	316,405.29	Number of Checks Processed:	149
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	316,405.29		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088962	V06191	AFLAC ACCT# YQ792	12/09/10	3,386.76	MW	OH		Payee Name different in Check DB
AP00088963	V01695	AFSCME	12/09/10	800.00	MW	OH		
AP00088964	V01681	CALIFORNIA PUBLIC EMPLOYEES'	12/09/10	58,272.92	MW	OH		Payee Name different in Check DB
AP00088965	V07287	CITY OF COVINA-FSA	12/09/10	1,904.00	MW	OH		
AP00088966	V07727	CONSECO INSURANCE COMPANY	12/09/10	285.90	MW	OH		
AP00088967	V01686	COVINA POLICE ASSOCIATION	12/09/10	2,094.00	MW	OH		
AP00088968	V02095	COVINA POLICE ASSOCIATION	12/09/10	980.00	MW	OH		
AP00088969	CRA	COVINA REDEVELOPMENT AGENCY	12/09/10	1,000.00	MW	OH		
AP00088970	V01697	COVINA, CITY OF	12/09/10	6,422.75	MW	OH		
AP00088971	V02879	COVINA, CITY OF	12/09/10	39.80	MW	OH		
AP00088972	V05506	COVINA, CITY OF	12/09/10	20,303.25	MW	OH		
AP00088973	V06385	CSAC-EIA	12/09/10	4,334.73	MW	OH		
AP00088974	V06386	CSAC-EIA	12/09/10	1,415.98	MW	OH		
AP00088975	V05186	DELTA DENTAL OF CALIFORNIA	12/09/10	6,160.24	MW	OH		
AP00088976	V07259	FLEX ONE	12/09/10	26.00	MW	OH		Payee Name different in Check DB
AP00088977	V01692	GREAT WEST LIFE & ANNUITY	12/09/10	4,592.50	MW	OH		
AP00088978	V01694	HARTFORD LIFE INS	12/09/10	9.68	MW	OH		Payee Name different in Check DB
AP00088979	V01691	ICMA RETIREMENT TRUST-457	12/09/10	4,331.86	MW	OH		
AP00088980	V07302	ICMA RETIREMENT TRUST-401	12/09/10	680.45	MW	OH		
AP00088981	V01690	NATIONAL DEFERRED COMPENSATIO	12/09/10	3,267.50	MW	OH		Payee Name different in Check DB
AP00088982	V01693	PERS LONG TERM CARE PROGRAM	12/09/10	318.39	MW	OH		
AP00088983	V01687	PERS	12/09/10	72,333.66	MW	OH		
AP00088984	V04828	UNION BANK OF CALIFORNIA	12/09/10	2,434.94	MW	OH		
AP00088985	V01696	UNITED WAY OF GREATER LA	12/09/10	45.41	MW	OH		Payee Name different in Check DB
AP00088986	V06785	VISION SERVICE PLAN (CA)	12/09/10	488.70	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
		G R A N D T O T A L S:						
		Total Void Machine Written		0.00				Number of Checks Processed: 0
		Total Void Hand Written		0.00				Number of Checks Processed: 0
		Total Machine Written		195,929.42				Number of Checks Processed: 25
		Total Hand Written		0.00				Number of Checks Processed: 0
		Total Reversals		0.00				Number of Checks Processed: 0
		Total Cancelled Checks		0.00				Number of Checks Processed: 0
		Total EFTs		0.00				Number of EFTs Processed: 0
		G R A N D T O T A L		195,929.42				

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00088987	V06326	A & B ELECTRIC	12/14/10	4,097.07	MW	OH		
AP00088988	V00846	ADVANCED GRAPHIX INC	12/14/10	915.24	MW	OH		
AP00088989	V06428	ADVANCED	12/14/10	2,244.08	MW	OH		
AP00088990	V06110	AIR-BREE HEATING	12/14/10	6,771.94	MW	OH		
AP00088991	V00040	AIRGAS-WEST	12/14/10	244.59	MW	OH		Payee Name different in Check DB
AP00088992	V06155	ALL COLOR PAINT CORP	12/14/10	160.68	MW	OH		
AP00088993	V07725	ALPHA AUTO WRECKING	12/14/10	548.75	MW	OH		
AP00088994	V07725	ALPHA AUTO WRECKING	12/14/10	250.00	MW	OH		
AP00088995	V07709	ANGELICA AREVALOS	12/14/10	12.24	MW	OH		
AP00088996	V07734	ASSET RELOCATORS	12/14/10	4,984.70	MW	OH		
AP00088997	V07734	ASSET RELOCATORS	12/14/10	1,246.18	MW	OH		
AP00088998	V04864	AT&T MOBILITY	12/14/10	807.60	MW	OH		Payee Name different in Check DB
AP00088999	V01660	AT&T	12/14/10	357.60	MW	OH		
AP00089000	V01660	AT&T	12/14/10	94.40	MW	OH		
AP00089001	V01955	AZUSA PLUMBING & HEATNG SUPPL	12/14/10	1,081.95	MW	OH		
AP00089002	V00090	BAKER AND TAYLOR INC	12/14/10	112.68	MW	OH		
AP00089003	V05637	BANK OF THE WEST	12/14/10	4,134.42	MW	OH		
AP00089004	V07218	BLUE SHIELD OF CALIFORNIA	12/14/10	433.18	MW	OH		
AP00089005	V07218	BLUE SHIELD OF CALIFORNIA	12/14/10	433.18	MW	OH		
AP00089006	V07714	BRENDA LARIOS	12/14/10	4.99	MW	OH		
AP00089007	V07402	CATHOLIC CHARITIES	12/14/10	10,914.44	MW	OH		
AP00089008	V01558	CCH	12/14/10	105.93	MW	OH		
AP00089009	V04253	CHARLES E THOMAS COMPANY	12/14/10	45,613.78	MW	OH		
AP00089010	V04824	CHARTER OAK HARDWARE	12/14/10	95.89	MW	OH		
AP00089011	V00193	CHEVRON PRODUCTS COMPANY	12/14/10	236.57	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089012	V05555	CINTAS CORP #693	12/14/10	131.23	MW	OH		
AP00089013	V00962	CITRUS CAR WASH	12/14/10	196.40	MW	OH		
AP00089014	V04454	CITRUS VALLEY FLORIST	12/14/10	86.83	MW	OH		
AP00089015	V01472	CLARK, HUGH	12/14/10	50.00	MW	OH		
AP00089016	V06757	COLE, PATRICIA	12/14/10	201.63	MW	OH		
AP00089017	V00237	COMMUNICATIONS CENTER	12/14/10	175.60	MW	OH		
AP00089018	V00248	COUNSELING TEAM, THE	12/14/10	540.00	MW	OH		Payee Name different in Check DB
AP00089019	V00255	COVINA CHAMBER OF COMMERCE	12/14/10	45.00	MW	OH		Payee Name different in Check DB
AP00089020	V00256	COVINA DISPOSAL CO	12/14/10	11,589.41	MW	OH		
AP00089021	V00234	COVINA IRRIGATING CO	12/14/10	168,450.00	MW	OH		
AP00089022	V00837	COVINA WATER & REFUSE, CITY O	12/14/10	1,070.26	MW	OH		Payee Name different in Check DB
AP00089023	V00838	COVINA, CITY OF	12/14/10	43.61	MW	OH		Payee Name different in Check DB
AP00089024	V02667	CRUMP, ISOBEL	12/14/10	50.00	MW	OH		
AP00089025	V06385	CSAC-EIA	12/14/10	9.04	MW	OH		
AP00089026	V07412	DAVID TURCH AND ASSOCIATES	12/14/10	8,000.00	MW	OH		
AP00089027	V07713	DEBORAH HERNANDEZ	12/14/10	14.45	MW	OH		
AP00089028	V05186	DELTA DENTAL OF CALIFORNIA	12/14/10	802.46	MW	OH		
AP00089029	V07225	DIRECT CARPET INC	12/14/10	2,180.00	MW	OH		
AP00089030	V07712	DON SERIO	12/14/10	16.99	MW	OH		
AP00089031	V07737	DOUBLETREE GUEST SUITES	12/14/10	509.58	MW	OH		
AP00089032	V00175	EDISON CO	12/14/10	3,153.56	MW	OH		
AP00089033	V07711	EMILY MILES	12/14/10	19.97	MW	OH		
AP00089034	V04118	EVIDENCE ONQ	12/14/10	4,250.00	MW	OH		
AP00089035	V00176	FEDEX	12/14/10	35.74	MW	OH		
AP00089036	V01299	FOSTER, DAVE	12/14/10	76.50	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089037	V07715	FRANCISCO NUNEZ	12/14/10	13.96	MW	OH		
AP00089038	V06433	GALE CENGAGE LEARNING	12/14/10	184.87	MW	OH		
AP00089039	V07043	GLOBALSTAR LLC	12/14/10	3.84	MW	OH		
AP00089040	V00730	GOLDEN STATE WATER COMPANY	12/14/10	308.89	MW	OH		Payee Name different in Check DB
AP00089041	V00374	GRAINGER	12/14/10	143.82	MW	OH		Payee Name different in Check DB
AP00089042	V00378	GREENS LOCK AND SAFE	12/14/10	140.00	MW	OH		
AP00089043	V03087	GRISWOLD INDUSTRIES	12/14/10	1,255.30	MW	OH		
AP00089044	V07249	GUIDANCE SOFTWARE	12/14/10	2,095.00	MW	OH		
AP00089045	V04530	HARRIS	12/14/10	3,148.45	MW	OH		
AP00089046	V07286	HERITAGE MICROFILM	12/14/10	608.58	MW	OH		
AP00089047	V00006	HOME DEPOT	12/14/10	601.46	MW	OH		
AP00089048	V00417	HUNTINGTON COURT REPORTERS	12/14/10	490.44	MW	OH		Payee Name different in Check DB
AP00089049	V00233	HYDRO CONNECTIONS	12/14/10	10.01	MW	OH		Payee Name different in Check DB
AP00089050	V00425	INGRAM DIST GROUP	12/14/10	93.08	MW	OH		
AP00089051	V00426	INLAND WATER WORKS	12/14/10	527.90	MW	OH		
AP00089052	V03518	JAIME, LUIS	12/14/10	20.00	MW	OH		
AP00089053	V00458	KEYSTONE UNIFORM DEPOT	12/14/10	15.84	MW	OH		Payee Name different in Check DB
AP00089054	V07435	KIDZONE CHILDREN CENTER	12/14/10	1,150.00	MW	OH		
AP00089055	V00463	KING BOLT CO	12/14/10	34.86	MW	OH		
AP00089056	V00473	LA CNTY AUDITOR CONTROLLER	12/14/10	686.32	MW	OH		Payee Name different in Check DB
AP00089057	V03576	LA CNTY DEPT OF PUBLIC WORKS	12/14/10	1,792.80	MW	OH		
AP00089058	V00478	LA CNTY FIRE DEPARTMENT	12/14/10	637,287.00	MW	OH		Payee Name different in Check DB
AP00089059	V00482	LA CNTY SHERIFF'S DEPT	12/14/10	1,344.87	MW	OH		Payee Name different in Check DB
AP00089060	V06578	LA COUNTY REGISTRAR/RECORDER	12/14/10	75.00	MW	OH		
AP00089061	V07231	LA WORKS	12/14/10	7,466.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089062	V07736	LAWS COMMUNICATIONS	12/14/10	499.00	MW	OH		
AP00089063	V00496	LEWIS ENGRAVING INC	12/14/10	47.19	MW	OH		
AP00089064	V00497	LEWIS SAW AND LAWNMOWER	12/14/10	22.10	MW	OH		Payee Name different in Check DB
AP00089065	V07716	LORENZO GONZALES	12/14/10	27.95	MW	OH		
AP00089066	V02554	MARQUEZ, LUPE	12/14/10	185.80	MW	OH		Payee Name different in Check DB
AP00089067	V07710	MAYA DEWI TRAC	12/14/10	18.00	MW	OH		
AP00089068	V07167	MEREDITH DIGITAL	12/14/10	70.24	MW	OH		
AP00089069	V04229	MERRIMAC ENERGY GROUP	12/14/10	24,946.06	MW	OH		
AP00089070	V00594	MICHAEL J O'DAY AND ASSOC	12/14/10	405.00	MW	OH		Payee Name different in Check DB
AP00089071	V01240	MISSION LINEN SUPPLY	12/14/10	91.46	MW	OH		
AP00089072	V06687	NEWPORT FARMS INC	12/14/10	157.39	MW	OH		
AP00089073	V01136	OFFICE DEPOT	12/14/10	62.05	MW	OH		
AP00089074	V01136	OFFICE DEPOT	12/14/10	254.31	MW	OH		
AP00089075	V03937	P.F. PETTIBONE & CO	12/14/10	94.30	MW	OH		
AP00089076	V03009	PICASSO'S CAFE	12/14/10	433.22	MW	OH		
AP00089077	V00635	POMONA VALLEY REPROGRAPHICS	12/14/10	124.02	MW	OH		
AP00089078	V03767	QUILL	12/14/10	14.12	MW	OH		
AP00089079	V07676	RAMIREZ, MARGARITA	12/14/10	4,000.00	MW	OH		Payee Name different in Check DB
AP00089080	V06114	REPUBLIC MASTER CHEFS	12/14/10	97.85	MW	OH		
AP00089081	V00676	REYNOLDS BUICK INC	12/14/10	158.99	MW	OH		Payee Name different in Check DB
AP00089082	V04793	RODRIGUEZ, DAVID	12/14/10	599.89	MW	OH		
AP00089083	V04895	SAN GABRIEL VALLEY TRIBUNE	12/14/10	130.00	MW	OH		
AP00089084	V00727	SMART AND FINAL IRIS CORP	12/14/10	95.31	MW	OH		
AP00089085	V01553	SOUTHERN CA GAS CO	12/14/10	1,309.27	MW	OH		Payee Name different in Check DB
AP00089086	V00007	STAPLES INC	12/14/10	63.56	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089087	V00110	SUNGARD BI-TECH INC	12/14/10	10,905.47	MW	OH		Payee Name different in Check D8
AP00089088	V07735	SUNGARD PUBLIC SECTOR	12/14/10	195.00	MW	OH		
AP00089089	V07188	SYNTECH	12/14/10	2,615.00	MW	OH		
AP00089090	V00346	THOMSON GALE	12/14/10	81.18	MW	OH		Payee Name different in Check D8
AP00089091	V05776	TOSHIBA BUSINESS SOLUTIONS	12/14/10	58.42	MW	OH		
AP00089092	V00776	TRUGREEN LANDSCAPE	12/14/10	8,932.49	MW	OH		
AP00089093	V00230	UNDERGROUND SERVICE ALERT	12/14/10	73.50	MW	OH		
AP00089094	V01477	US IDENTIFICATION MANUAL	12/14/10	90.13	MW	OH		
AP00089095	V00229	US POSTMASTER	12/14/10	1,024.77	MW	OH		
AP00089096	V03305	V & V MANUFACTURING	12/14/10	417.05	MW	OH		
AP00089097	V00791	VALLEY TROPHY	12/14/10	780.32	MW	OH		
AP00089098	V07403	VERIZON CALIFORNIA	12/14/10	1,184.81	MW	OH		
AP00089099	V06785	VISION SERVICE PLAN (CA)	12/14/10	53.50	MW	OH		
AP00089100	V06602	WELLDYNERX	12/14/10	77.64	MW	OH		
AP00089101	V04643	WELLS FARGO FINANCIAL LEASING	12/14/10	167.94	MW	OH		
AP00089102	V00829	XEROX CORPORATION	12/14/10	96.93	MW	OH		
AP00089103	V07731	ZARATE, FELIX	12/14/10	80.00	MW	OH		
AP00089104	V01201	ZUMWALT, JOHN	12/14/10	34.28	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	1007,874.14	Number of Checks Processed:	118
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	1007,874.14		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089105	V07312	ANURA K. T. DESILVA	12/14/10	2,500.00	MW	IP		

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	2,500.00	Number of Checks Processed:	1
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	2,500.00		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089106	V04747	10-8 RETROFIT	12/20/10	150.61	MW	OH		
AP00089107	V0001B	A1 RENTALS	12/20/10	400.00	MW	OH		
AP00089108	V04342	ACE-1 AUTO SERVICE	12/20/10	122.68	MW	OH		
AP00089109	V06990	ADVANCED BATTERY SYSTEMS	12/20/10	438.89	MW	OH		
AP00089110	V00040	AIRGAS-WEST	12/20/10	228.38	MW	OH		Payee Name different in Check DB
AP00089111	V04434	ALL CITY MANAGEMENT SVC	12/20/10	2,835.60	MW	OH		
AP00089112	V06189	ALLIANT INSURANCE SERVICES	12/20/10	3,155.56	MW	OH		
AP00089113	V02224	AMERICAN WEST COAST SECURITY	12/20/10	75.00	MW	OH		
AP00089114	V07738	ANDREWS INTERNATIONAL INC	12/20/10	106.00	MW	OH		
AP00089115	V07312	ANURA K. T. DESILVA	12/20/10	2,500.00	MW	OH		
AP00089116	V04878	ARROWHEAD FORENSIC PRODUCTS	12/20/10	49.66	MW	OH		
AP00089117	V07392	ATKINSON, ANDELSON, LOYA,	12/20/10	4,744.70	MW	OH		
AP00089118	V01955	AZUSA PLUMBING & HEATNG SUPPL	12/20/10	244.40	MW	OH		
AP00089119	V00089	B & K ELECTRIC WHOLESALE	12/20/10	12.92	MW	OH		Payee Name different in Check DB
AP00089120	V00090	BAKER AND TAYLOR INC	12/20/10	2,437.44	MW	OH		
AP00089121	V03644	BERLITZ	12/20/10	50.00	MW	OH		
AP00089122	V00998	BERT'S MEGA MALL	12/20/10	51.30	MW	OH		
AP00089123	V02591	BEST BEST & KRIEGER LLP	12/20/10	5,063.80	MW	OH		
AP00089124	V00114	BLAKE PAPER CO	12/20/10	42.92	MW	OH		Payee Name different in Check DB
AP00089125	V00127	BRODART CO	12/20/10	40.75	MW	OH		
AP00089126	V00151	CALIF, STATE OF	12/20/10	431.00	MW	OH		
AP00089127	V07577	CALPORTLAND CO	12/20/10	436.07	MW	OH		
AP00089128	V07743	CANDLEWOOD SUITES	12/20/10	2,281.50	MW	OH		
AP00089129	V01595	CANON BUS SOLUTIONS INC	12/20/10	544.50	MW	OH		Payee Name different in Check DB
AP00089130	V00134	CAT SPECIALTIES INC	12/20/10	153.92	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089131	V00186	CENTURY OFFICE PRODUCTS	12/20/10	85.30	MW	OH		
AP00089132	V02958	CERTIFIED UNDERCAR PARTS	12/20/10	106.19	MW	OH		
AP00089133	V05555	CINTAS CORP #693	12/20/10	131.23	MW	OH		
AP00089134	V03592	CITRUS AUTO UPHOLSTERY	12/20/10	188.77	MW	OH		
AP00089135	V07628	CLEVA TECHNOLOGIES	12/20/10	1,066.17	MW	OH		
AP00089136	V00208	CLINICAL LAB OF SAN BERNARDIN	12/20/10	510.00	MW	OH		
AP00089137	V05811	CODE PUBLISHING COMPANY	12/20/10	538.65	MW	OH		
AP00089138	V06119	COMMUNITY ACTION EAP	12/20/10	350.00	MW	OH		
AP00089139	V06032	COUNTY OF LOS ANGELES	12/20/10	13.23	MW	OH		
AP00089140	V00262	COVINA RENTS	12/20/10	305.11	MW	OH		
AP00089141	V00837	COVINA WATER & REFUSE, CITY O	12/20/10	2,968.02	MW	OH		Payee Name different in Check DB
AP00089142	V00838	COVINA, CITY OF	12/20/10	223.08	MW	OH		Payee Name different in Check DB
AP00089143	V06792	DAPEER ROSENBLIT & LITVAK LLP	12/20/10	57.10	MW	OH		
AP00089144	V07235	DEPARTMENT OF INDUSTRIAL	12/20/10	15,656.29	MW	OH		
AP00089145	V06401	DFM ASSOCIATES	12/20/10	54.66	MW	OH		
AP00089146	V00211	DH MAINTENANCE SERVICES	12/20/10	6,214.40	MW	OH		
AP00089147	V07723	EDGEWOOD PARTNERS	12/20/10	41.54	MW	OH		
AP00089148	V00175	EDISON CO	12/20/10	39,834.23	MW	OH		
AP00089149	V00307	EDS AUTO PARTS	12/20/10	58.11	MW	OH		
AP00089150	V05089	ELITE DINING SERVICES INC	12/20/10	18,874.00	MW	OH		
AP00089151	V07701	FLEET SERVICES	12/20/10	143.56	MW	OH		
AP00089152	V00730	GOLDEN STATE WATER COMPANY	12/20/10	53.90	MW	OH		Payee Name different in Check DB
AP00089153	V05855	GPSit INC	12/20/10	358.80	MW	OH		
AP00089154	V00374	GRAINGER	12/20/10	527.53	MW	OH		Payee Name different in Check DB
AP00089155	V00375	GRAND PRINTING	12/20/10	972.49	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089156	V07742	HICKEY, STEVEN	12/20/10	913.58	MW	OH		
AP00089157	V07294	HOLLIDAY ROCK CO INC	12/20/10	990.76	MW	OH		
AP00089158	V00006	HOME DEPOT	12/20/10	287.65	MW	OH		
AP00089159	V00233	HYDRO CONNECTIONS	12/20/10	43.90	MW	OH		Payee Name different in Check DB
AP00089160	V00425	INGRAM DIST GROUP	12/20/10	237.79	MW	OH		
AP00089161	V06816	INTER-CON SECURITY SYSTEMS IN	12/20/10	4,976.40	MW	OH		
AP00089162	V05636	INTERNATIONAL ASSOCIATION FOR	12/20/10	50.00	MW	OH		
AP00089163	V03561	INTERSTATE BATTERY SYSTEM	12/20/10	328.30	MW	OH		
AP00089164	V01291	IPMA-HR	12/20/10	145.00	MW	OH		Payee Name different in Check DB
AP00089165	V00777	J.G. TUCKER AND SON	12/20/10	215.77	MW	OH		Payee Name different in Check DB
AP00089166	V05205	JOHNSTONE SUPPLY	12/20/10	196.15	MW	OH		
AP00089167	V05490	JS CONSULTANTS	12/20/10	14,765.00	MW	OH		
AP00089168	V00451	KELLY PAPER CO	12/20/10	130.32	MW	OH		
AP00089169	V00458	KEYSTONE UNIFORM DEPOT	12/20/10	1,465.93	MW	OH		Payee Name different in Check DB
AP00089170	V00463	KING BOLT CO	12/20/10	111.26	MW	OH		
AP00089171	V00475	LA CNTY DEPT OF ANIMAL CARE	12/20/10	13,896.37	MW	OH		Payee Name different in Check DB
AP00089172	V00477	LA CNTY DISTRICT ATTORNEY	12/20/10	55.13	MW	OH		Payee Name different in Check DB
AP00089173	V01263	LACPCA	12/20/10	350.00	MW	OH		
AP00089174	V07639	LACROIX, CATHERINE	12/20/10	63.00	MW	OH		
AP00089175	V06324	LANGUAGE LINE SERVICES INC	12/20/10	5.64	MW	OH		
AP00089176	V00496	LEWIS ENGRAVING INC	12/20/10	1,007.29	MW	OH		
AP00089177	V00501	LIEBERT CASSIDY WHITMORE	12/20/10	1,846.00	MW	OH		Payee Name different in Check DB
AP00089178	V03481	LOWE'S COMPANIES INC	12/20/10	9.61	MW	OH		Payee Name different in Check DB
AP00089179	V06533	MACIAS GINI & O'CONNELL LLP	12/20/10	1,675.00	MW	OH		
AP00089180	V06820	MARTHA HEAVISIDE	12/20/10	816.00	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089181	V00539	MCMASTER CARR SUPPLY CO	12/20/10	55.69	MW	OH		
AP00089182	V05808	MELNYK, JOSEPH	12/20/10	545.00	MW	OH		
AP00089183	V00551	MILLERS & ISHAMS FIRE	12/20/10	169.60	MW	OH		Payee Name different in Check DB
AP00089184	V01240	MISSION LINEN SUPPLY	12/20/10	355.74	MW	OH		
AP00089185	V06255	MONJARAS & WISMEYER GROUP	12/20/10	125.00	MW	OH		
AP00089186	V07131	MUNICIPAL BUDGET AND	12/20/10	419.10	MW	OH		
AP00089187	V00573	NAPA AUTO PARTS	12/20/10	30.71	MW	OH		
AP00089188	V06687	NEWPORT FARMS INC	12/20/10	219.06	MW	OH		
AP00089189	V01136	OFFICE DEPOT	12/20/10	215.02	MW	OH		
AP00089190	V00797	OFFICE DEPOT	12/20/10	57.15	MW	OH		Payee Name different in Check DB
AP00089191	V00895	ORANGE COUNTY SHERIFFS DEPT	12/20/10	165.00	MW	OH		Payee Name different in Check DB
AP00089192	V04971	PARS	12/20/10	841.01	MW	OH		
AP00089193	V01677	PRIMA CALIFORNA CHAPTER	12/20/10	350.00	MW	OH		
AP00089194	V01942	PUBLIC RETIREMENT JOURNAL, TH	12/20/10	380.00	MW	OH		
AP00089195	V03767	QUILL	12/20/10	163.26	MW	OH		
AP00089196	V07501	RC KEMP CONSULTING LLC	12/20/10	2,460.00	MW	OH		
AP00089197	V00671	REGENTS OF UNIV OF CALIF	12/20/10	495.00	MW	OH		
AP00089198	V06114	REPUBLIC MASTER CHEFS	12/20/10	167.67	MW	OH		
AP00089199	V00679	RIO HONDO COLLEGE	12/20/10	158.00	MW	OH		Payee Name different in Check DB
AP00089200	V06731	RUTTY, WILLIAM JAMES	12/20/10	110.00	MW	OH		
AP00089201	V05452	SALINAS, CHRISTOPHER	12/20/10	506.87	MW	OH		
AP00089202	V05102	SANTA ANITA FAMILY SERVICE	12/20/10	300.00	MW	OH		
AP00089203	V05195	SCPMA-HR	12/20/10	75.00	MW	OH		
AP00089204	V05195	SCPMA-HR	12/20/10	475.00	MW	OH		
AP00089205	V06095	SGV EXAMINER	12/20/10	389.98	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089206	V07739	SILVER, HADDEN,	12/20/10	420.00	MW	OH		
AP00089207	V00727	SMART AND FINAL IRIS CORP	12/20/10	302.84	MW	OH		
AP00089208	V06146	SMITH, CRYSTAL	12/20/10	314.54	MW	OH		
AP00089209	V07601	SOCAL ACCESS AND VIDEO	12/20/10	2,518.76	MW	OH		
AP00089210	V00734	SOUTHEAST CONSTRUCTION INC	12/20/10	10.08	MW	OH		
AP00089211	V00007	STAPLES INC	12/20/10	1,345.24	MW	OH		
AP00089212	V00757	TAG AMS INC	12/20/10	195.00	MW	OH		
AP00089213	V01570	TAUNTON PRESS	12/20/10	51.98	MW	OH		
AP00089214	V06638	TCI MEDICAL WASTE	12/20/10	104.73	MW	OH		
AP00089215	V00872	THEMATIC ATTIC	12/20/10	19.69	MW	OH		
AP00089216	V04337	UNITED RENTALS NORTHWEST INC	12/20/10	236.11	MW	OH		
AP00089217	V03858	UPS	12/20/10	6.46	MW	OH		
AP00089218	V00229	US POSTMASTER	12/20/10	1,194.99	MW	OH		
AP00089219	V04113	USA MOBILITY WIRELESS INC	12/20/10	43.96	MW	OH		Payee Name different in Check DB
AP00089220	V07403	VERIZON CALIFORNTA	12/20/10	639.91	MW	OH		
AP00089221	V06297	VERIZON WIRELESS	12/20/10	4,582.09	MW	OH		
AP00089222	V02304	VICTORY EXTERMINATING INC	12/20/10	50.00	MW	OH		
AP00089223	V00158	VULCAN MATERIALS COMPANY	12/20/10	755.66	MW	OH		Payee Name different in Check DB
AP00089224	V04678	WALCZAK, MARY LOU	12/20/10	35.84	MW	OH		
AP00089225	V03567	WALMART	12/20/10	600.00	MW	OH		
AP00089226	V04272	WATERLINE TECHNOLOGIES INC	12/20/10	52.17	MW	OH		
AP00089227	V00812	WEST COAST ARBORISTS INC	12/20/10	1,711.80	MW	OH		
AP00089228	V06524	WILLDAN FINANCIAL SERVICES	12/20/10	24,434.40	MW	OH		
AP00089229	V00821	WILLDAN	12/20/10	1,485.00	MW	OH		Payee Name different in Check DB
AP00089230	V06911	XO COMMUNICATIONS SERVICES IN	12/20/10	5,210.57	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089231	V00831	Y TIRE SALES	12/20/10	1,376.43	MW	OH		
AP00089232	V00432	YWCA INTERVALE SENIOR SERVICE	12/20/10	1,212.94	MW	OH		Payee Name different in Check DB

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	218,651.86	Number of Checks Processed:	127
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	218,651.86		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089233	V05089	ELITE DINING SERVICES INC	12/20/10	18,874.00	MW	IP		
AP00089234	V01933	GOVT FINANCE OFFICERS ASSOC	12/20/10	505.00	MW	IP		

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	19,379.00	Number of Checks Processed:	2
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	19,379.00		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089235	V06191	AFLAC ACCT# YQ792	12/23/10	3,386.76	MW	OH		Payee Name different in Check DB
AP00089236	V01695	AFSCME	12/23/10	800.00	MW	OH		
AP00089237	V01681	CALIFORNIA PUBLIC EMPLOYEES'	12/23/10	58,572.47	MW	OH		Payee Name different in Check DB
AP00089238	V07287	CITY OF COVINA-FSA	12/23/10	1,904.00	MW	OH		
AP00089239	V07727	CONSECO INSURANCE COMPANY	12/23/10	85.78	MW	OH		
AP00089240	V01686	COVINA POLICE ASSOCIATION	12/23/10	1,890.00	MW	OH		
AP00089241	V02095	COVINA POLICE ASSOCIATION	12/23/10	980.00	MW	OH		
AP00089242	V01697	COVINA, CITY OF	12/23/10	6,283.59	MW	OH		
AP00089243	V02879	COVINA, CITY OF	12/23/10	39.80	MW	OH		
AP00089244	V05506	COVINA, CITY OF	12/23/10	22,835.41	MW	OH		
AP00089245	V06385	CSAC-EIA	12/23/10	4,375.11	MW	OH		
AP00089246	V06386	CSAC-EIA	12/23/10	1,416.01	MW	OH		
AP00089247	V05186	DELTA DENTAL OF CALIFORNIA	12/23/10	6,181.50	MW	OH		
AP00089248	V07259	FLEX ONE	12/23/10	26.00	MW	OH		Payee Name different in Check DB
AP00089249	V01692	GREAT WEST LIFE & ANNUITY	12/23/10	4,319.02	MW	OH		
AP00089250	V01694	HARTFORD LIFE INS	12/23/10	9.67	MW	OH		Payee Name different in Check DB
AP00089251	V01691	ICMA RETIREMENT TRUST-457	12/23/10	3,946.00	MW	OH		
AP00089252	V07302	ICMA RETIREMENT TRUST-401	12/23/10	680.44	MW	OH		
AP00089253	V01690	NATIONAL DEFERRED COMPENSATIO	12/23/10	3,267.50	MW	OH		Payee Name different in Check DB
AP00089254	V01693	PERS LONG TERM CARE PROGRAM	12/23/10	318.36	MW	OH		
AP00089255	V01687	PERS	12/23/10	76,508.90	MW	OH		
AP00089256	V04828	UNION BANK OF CALIFORNIA	12/23/10	2,031.36	MW	OH		
AP00089257	V01696	UNITED WAY OF GREATER LA	12/23/10	45.41	MW	OH		Payee Name different in Check DB
AP00089258	V06785	VISION SERVICE PLAN (CA)	12/23/10	495.36	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	200,398.45	Number of Checks Processed:	24
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	200,398.45		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00089150	V05089	ELITE DINING SERVICES	12/20/10	18,874.00	RV	TR		Payee Name different in Check DB

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	0.00	Number of Checks Processed:	0
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	18,874.00	Number of Checks Processed:	1
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	18,874.00		

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

I, Dilu De Alwis being first duly sworn, declare that I am the 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 12/02/10, 12/07/10, 12/09/10, 12/14/10, 12/20/10 and 12/23/10; Payroll for 12/09/10 and 12/21/10; Voids for December 2010; Workers Compensation for 12/06/10, 12/10/10 and 12/22/10; 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.

Dilu De Alwis
Finance Director

Subscribed and sworn to before me

this _____day of _____, 2011

_____

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 10

STAFF SOURCE: Steve Henley, Public Works Director
Alex Gonzalez, Senior Management Analyst

ITEM TITLE: Approve Purchase of Four Pay-by-Space Parking Meters for Metrolink West Parking Structure

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STAFF RECOMMENDATION

Approve purchase of four pay-by-space parking meters for Metrolink West Parking Structure from Pacific Parking Systems, Inc. using $36,600 of Proposition A funds.

FISCAL IMPACT

The project was included in the FY 2010-2011 budget with $45,000 in Proposition A transportation funds dedicated, therefore there is no General Fund impact.

BACKGROUND

History of Current Pay-by-Space Parking System

In August 2007, a meeting with Covina Police Department Parking Enforcement staff and Transportation Section staff noted operational difficulties with the existing pay-by-space parking permit system that included: input errors from Metrolink commuters that created situations where commuters purchased incorrect parking spaces and system errors and malfunctions that complicated parking enforcement activities and resulted in a high number of parking citation appeals. Transportation Section staff began to track customer service issues with the pay-by-space parking system in September 2007 after the Parking Enforcement and the Information Technology staff noted their operational issues with the existing parking system. The following customer service issues were identified over time through site observation and conversations with Metrolink commuters:

- Metrolink commuters were often in a rush to walk across the street to catch their train, and commuters resented having to input their parking space number into the system on a daily basis. Commuters that purchased a monthly permit through the pay-by-space system stated repeatedly that they felt that requiring the input of their parking space into the system daily was a tactic that the City employed to increase citation revenue. Commuters felt that the purchase of a monthly parking permit should exempt them from entering their parking space into the system daily. However, that option is not available with a pay-by-space parking system.

- Metrolink commuters arrive in groups timed to the train departure schedule. Lines were common at the pay-by-space machines since all commuters had to pay and/or enter their parking space when parking. Citations were regularly issued to commuters that had to face the choice of entering their parking space or missing their train. Once again, commuters regularly complained that the City installed a parking system that was intended to increase citation revenue.
- The current system does not visually report to the customer when a credit card is declined, resulting in commuters believing that they have paid for a parking space when they have not.
- Over time, some commuters learned that they could avoid paying for parking by entering their space number and stepping away from the machine without completing the transaction, the next person would inadvertently pay for their space if they did not cancel the transaction before entering payment.

As a result of these initial investigations, a pay-and-display monthly permit was introduced at the Metrolink West structure in November of 2007 to allow monthly parking permit purchasers the ability to bypass the pay-by-space system. By February of 2008, three-quarters of Metrolink West monthly parking permit purchasers had transitioned to the pay-and-display monthly permit. However, commuters continued to report that they were unhappy that they had lost the ability to auto-debit payment onto a credit card as the pay-by-space system allowed. This concern was addressed with the introduction of ParkCovina.com in 2009, which allowed commuters to purchase a pay-and-display permit online using credit card auto debit in a secure environment.

In the Fiscal Year 2008-2009 budget, the Transportation Section received funding authorization for the removal of the pay-by-space parking system at the Metrolink West Parking Structure and replacement with a staffed parking attendant and gate control. However, in investigating the project costs and vehicle parking volumes, it was found that it was not appropriate to introduce staffed gate control arms at the parking structure until the surrounding properties were developed and parking demand necessitated the installation of a gate control system.

In 2010, it was found that the current pay-by-space system did not meet PCI SSC (Payment Card Industry Security Standards Council) compliant standards for credit card processing, placing commuter credit card information at risk of identity theft. The cost of making the current system PCI compliant is prohibitive in comparison to the purchase of new machines, and as a result all remaining Metrolink monthly parking permit purchases that remained in the existing pay-by-space system were transitioned to the secure internet environment of ParkCovina.com.

RFP Process and Decision to Install a Pay-and Display System

A request for proposals (RFP) for pay-and-display parking meters was developed and distributed on November 18, 2010. After the RFP was released, the Covina Police Department noted their desire for the purchase of parking meters that will: 1) eliminate cash collection in the field and 2) also have the ability to share data across future parking enforcement technology platforms.

All of the companies that responded to the RFP have the ability to install a parking meter that does not collect cash, and the Transportation Section defers to the Police Department on the purchase of parking meters that will eliminate the collection of cash in the field by Police Department staff.

Regarding parking meter integration with future parking enforcement technology platforms; pay-and-display parking meters do not have the ability to integrate with parking enforcement handhelds. In a pay-and-display system a parking permit is purchased at the machine and then displayed on the dash of the vehicle. There is no identifying information that the purchaser inputs into the parking system (such as a parking space number) upon the purchase of the permit, and a visual inspection of the vehicle by a parking enforcement officer is necessary to determine if the vehicle has purchased a valid permit. In comparison, an advanced pay-by-space system can provide parking enforcement officers the ability to receive real-time notifications of expiring parking meters or invalid parking permits on their handheld devices.

Based on the history of the location and the customer feedback that has been received over the years on the existing pay-by-space system, the Transportation Section does not recommend the purchase of another pay-by-space system. In addition, a pay-by-space system is not appropriate for the existing parking patterns at the location.

The current users of the Metrolink West Parking Structure park their vehicles on a long-term basis while they are at work, eliminating the need for parking enforcement officers to receive real-time information on expiring parking spaces to guide their parking citation activities. A pay-by-space system that integrates with parking enforcement handhelds is appropriate for a high-turnover parking area such as a busy retail district, where the technology would allow the parking enforcement officer to focus their citation activities on the electronically transmitted expiration times of parking spaces instead of repeatedly touring the area and applying chalk to vehicle tires. The additional cost of investing in a pay-by-space system with these capabilities is not appropriate at Metrolink West. An appropriate future parking system upgrade at the location would be gate control arms if the adjacent properties were developed.

Customer Feedback on Parking Systems

In order to make decisions that improve customer service, a survey was distributed to 579 Metrolink commuters (181 responses / 31% response rate) that are current parking permit customers as of January 26, 2011.

Regarding the use of a pay-by-space system, the survey reported that 81.3% of respondents were opposed to a parking system that requires a customer to enter a parking space. This result is not surprising considering the history of the existing pay-by-space parking system at Metrolink West.

Regarding the importance of the use of cash as payment at a parking machine, results were mixed; with 51.4% reporting that the use of cash was either not important or somewhat important, and 48.7% reporting that the use of cash was either important or very important.

Currently, an average of 103 daily transactions occur at the Metrolink West parking structure with 65% of those transactions paid in cash. The vast majority of sales at Metrolink West occur as monthly parking permits sold online, not daily parking transactions on site, and staff considers it appropriate to eliminate the small number of daily cash transactions to protect the safety of Parking Enforcement personnel that currently collect cash in the field. The elimination of cash collections would also simplify parking meter operations leading to reduced service calls and would eliminate the need to stock machines with change funds.

RFP Results

Four responses were received to the Request for Proposals from: Digital Payment Technologies of Burnaby, British Columbia, Canada for the LUKE pay-and-display station that is constructed in Canada; Duncan Solutions of Milwaukee, Wisconsin for the MX pay-and-display station that is constructed in Australia; Pacific Parking Systems of Irvine, California for the VenTek Model 400 constructed in Petaluma, California; and Secom International of Los Angeles, California for a pay-and-display station constructed in Los Angeles.

The proposals were evaluated in four key areas: PCI compliance, ease of customer use, extended warranty terms, full service proposed by a local service provider, cost of machine and installation, cost of full service maintenance program and client references on machine reliability and service response. The RFP stated that while price would be a consideration in the selection, it would not be the only selection.

Transportation Section staff entered the RFP process with four primary objectives for the procurement: PCI compliance, Pay-and-Display, clear warranty provisions, and a local service provider that would be able to repair machines within 24 hours without drawing on the City's Information Technology resources. The Police Department added a requirement that the system eliminate cash collection in the field by Police Department staff.

All four machines were found to meet the following standards: PCI compliant with certifications by independent testing agencies and Pay-and-Display technology.

Three of the four machines were used in the field by Transportation Staff: Digital Payment Technology's LUKE system on Brand Avenue in Glendale, Pacific Parking's VenTek systems at West Covina City Hall, the Covina Police Department and the Covina Downtown Parking Structure, and Secom's system in the South College Parking Lot in Covina. The nearest available Duncan Solutions MX system was noted in Duncan's proposal in Las Vegas, Nevada; so Transportation staff tested Duncan Solutions VM system on Sunset Avenue in Los Angeles. It was noted that all four systems had similar capabilities and system use was not an issue if the posted directions were followed.

Warranty provisions for the Pacific Parking and Secom proposals were clear and concise. Warranty provisions for the Digital Payment Technology and Duncan Solutions proposals contained legal provisions and limitations that required additional clarification.

Machine service and maintenance with the use of a local service provider required further clarification from Digital Payment Technologies and Duncan Solutions, whose proposals recommended City staff repair the machines and ship faulty parts out of state for repairs. When the City's desire to have a local service provider repair the machine within 24 hours was clarified with Digital Payment Technologies and Duncan Solutions, both stated that arrangements could be made to contract with a local service provider, but only Digital Payment Technologies submitted costs and details for such a proposal as a response to the City's inquiry.

Both Secom and Pacific Parking are locally based in Southern California with service technicians than can reply within 24 hours, according to the proposals. Based on previous experience with both companies, since the City of Covina has direct experience with the service quality of both vendors, Pacific Parking has provided the City consistent service with same-day service response times of just a few hours. Secom also provides local service to the City, but service has required multiple calls on a number of instances to properly repair an issue. Secom service technicians generally respond within 48 hours to service calls and do not provide same-day service. Pacific Parking has a significant service presence in the area, with three local service technicians in the field and service contracts with the following San Gabriel Valley cities: Alhambra, Arcadia, Covina, Pasadena, San Gabriel, South Pasadena, Temple City and West Covina.

Cost breakdowns for the four proposals are included in Exhibit A.

Staff recommends the award of procurement to Pacific Parking Systems, based on the history of service provided by local service technicians to the City of Covina, the local service resources that the City has at its disposal, and the clear service and warranty sections included in the proposal.

EXHIBITS

A. Procurement Summary

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

Exhibit A:
Procurement Summary
Pay-and-Display Parking Meters

	SECOM	DIGITAL PAYMENT TECHNOLOGIES	PACIFIC PARKING SYSTEMS	DUNCAN SOLUTIONS
Initial Cost of Unit	$6,800.00 x 4 = $27,200.00	$7,537.84 x 4 = $30,151.36	$9,150.00 x 4 = $40,168.00	$8,320.00 x 4 = $33,328.00
Cost of Installation	4 machines = $780.00	4 machines = $6,217.00 + $1,100 shipping	Installation included in unit price	4 machines = $5,500.00
Total Cost	$27,980.00	$37,468.00	$40,168.00	$38,780.00
Total Cost/Unit	$6,995	$9,367	$10,042	$9,695
Maintenance	$6,480/year plus parts	$163 per hour + parts $4,400 year parts warranty	$2,200.00/year	No maintenance costs detailed

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 11

STAFF SOURCE: Kim J. Raney, Chief of Police
John Curley, Police Lieutenant

ITEM TITLE: Resolution of the City Council of the City of Covina, County of Los Angeles, State of California, updating the City of Covina's Emergency Operations Plan.

STAFF RECOMMENDATION
Adopt **Resolution No. 11-6879** to updated the City of Covina's Emergency Operations Plan as required by Federal (NIMS) and State (SEMS) legislation.

FISCAL IMPACT
None.

BACKGROUND
The Emergency Operations Plan for the City of Covina is required to be updated every four years. Documents provided show that this last occurred at the regular meeting of April 18, 2000. At that meeting, the City Council approved the Covina General Plan Safety Element, Chapter VII B, Section E-41, Emergency Operations. Emergency Services, including the Emergency Plan are included in the Covina Municipal Code, Chapter 2.40.

Former Interim City Manager, Cynthia Kurtz, identified the City of Covina's Emergency Operation Plan and a Disaster Coordinator as critical needs for the City. With the reduction in budgetary funds, funding for a Disaster Coordinator was eliminated but authorization was given to hire a consultant to review and update as needed the City's Emergency Operation Plan. The consultant reviewed the Covina Municipal Code and all ordinances and resolutions related to the Emergency Operation Plan and has prepared and submitted an updated Emergency Operations Plan to be reviewed by Council and adopted by resolution.

RELEVANCE TO THE STRATEGIC PLAN
This item completes one of the Strategic Plan Goals.

EXHIBITS
A. City of Covina Emergency Operations Plan
B. Resolution No. 11-6879 to adopt the updated Emergency Operations Plan.

REVIEW TEAM ONLY
City Attorney: _____ **Finance Director:** _____
City Manager: _____ **Other:** _____

RESOLUTION NO. 11-6879

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA TO ADOPT THE UPDATED EMERGENCY OPERATIONS PLAN

WHEREAS, the Federal National Incident Management System (NIMS) and California's Standardized Emergency Management System (SEMS) legislation require the creation, maintenance, training and exercising of emergency response protocols by every local government; and

WHEREAS, Emergency response to critical incidents, whether natural or manmade, requires integrated professional management, and Unified Command of such incidents is recognized as the management model to maximize the public safety response; and

WHEREAS, The National Incident Management System, herein referred to as NIMS, has been identified by the Federal Government as being the requisite emergency management system for all political subdivisions, and that failure to adopt NIMS as the requisite emergency management system may preclude reimbursement to the political subdivision for costs expended during and after a declared emergency or disaster and for training and preparation for such disasters or emergencies.

WHEREAS, It shall be the public policy of this City to adopt the NIMS concept of emergency planning and unified command. It shall further be the policy of this City to train public officials and emergency responders responsible for emergency management.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COVINA AS FOLLOWS

SECTION 1. To adopt the Emergency Operations Plan.

SECTION 2. To grant authority to the City Manager to amend and update the Plan.

SECTION 3. The City Clerk shall certify to the passage and adoption hereof.

PASSED, APPROVED AND ADOPTED this 15th day of February, 2011.

_____
Mayor, City of Covina

ATTEST:

_____
City Clerk, City of Covina

APPROVED AS TO FORM;

_____
City Attorney

CERTIFICATION

I, Catherine M. LaCroix, Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 11-6879 was adopted by the Covina City Council at a regular meeting of the City Council held this 15th day of February, 2011 and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine M. LaCroix
Deputy City Clerk

EXHIBIT A

City of Covina

Emergency Operations Plan

February 15, 2011

Volume One

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EXHIBIT A

City of Covina

Emergency Operations Plan

Volume One

February 15, 2011

ACKNOWLEDGEMENTS

The Emergency Operations Plan was prepared with the assistance of Carolyn J. Harshman of Emergency Planning Consultants under contract with the City of Covina. The members of the Covina Emergency Response Planning Team committed significant time and effort to create a plan, which integrates the State's Standardized Emergency Management System (SEMS) while meeting FEMA's planning guidance requirements along with the concepts and principles set forth in the National Incident Management System (NIMS). These documents were reviewed and finalized by the Covina Emergency Response Planning Team members including:

Covina Emergency Response Planning Team

Name	Title	Department
Daryl Parrish	City Manager	City Hall
Kim Raney	Chief of Police	Police Department
Derek Webster	Police Captain	Police Department
Steve Henley	Public Works Director	Public Works
Dilu De Alwis	Finance Director	Finance
Anthony Arroyo	HR Director	Human Resources
Amy Hall-McGrade	Parks and Recreation Dir.	Parks and Rec. and Library
Robert Neiuber	Redevelopment Manager	CRA
John Curley	Police Lieutenant	Police Department

Acknowledgements
Daryl Parrish, City Manager

City of Covina City Council
- Peggy Delach, Mayor
- John King, Mayor Pro-Tem
- Walter Allen, III, Councilmember
- Robert Low, Councilmember
- Kevin Stapleton, Councilmember

Consulting Services
Consulting Services for this project were provided under contract by Emergency Planning Consultants -

Project Management and Planning Services: Carolyn J. Harshman, President
Research: Carrie N. DeHay, Intern

Emergency Planning Consultants
3665 Ethan Allen Avenue
San Diego, California 92117

EXHIBIT A

EMERGENCY OPERATIONS PLAN

VOLUME ONE

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PREFACE

This Emergency Operations Plan (EOP) addresses the planned response by the City of Covina to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. The plan was designed to be flexible enough to be used in all emergencies as well as facilitating response and short-term recovery activities. The plan does not address normal day-to-day emergencies or the well-established and routine procedures used in coping with such emergencies. Instead, the operational concepts reflected in this plan focus on potential large-scale disasters, which can generate unique situations requiring unusual emergency responses.

This plan is a preparedness document intended to be read, understood, and exercised before an emergency. It is designed to include the City of Covina as part of the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

Homeland Security Presidential Directive/HSPD 5 directed the United States Department of Homeland Security (USDHS) to lead a coordinated national effort with other federal departments and agencies and State, Local and Tribal governments to establish a National Response Plan (NRP) and a National Incident Management System.

The City of Covina created the Emergency Operation Plan founded in the ICS principles and concepts within the Standardized Emergency Management System. SEMS and the NIMS are compatible approaches, and the City of Covina recognizes these policies and utilizes the SEMS/NIMS as a basis for the Incident Command System (ICS) structure. The SEMS/NIMS create a standard incident management system that is scalable and modular, and can be used in incidents of any size/complexity. These functional areas include command, operations, planning, logistics and finance/administration. The SEMS/NIMS incorporate such principles as Unified Command (UC) and Area Command (AC), ensuring further coordination for incidents involving multiple jurisdictions or agencies at any level of government.

Homeland Security Presidential Directive/HSPD 8 is a companion policy to HSPD 5, and provides guidance and standards, through the NIMS Integration Center (NIC), for preparedness activities, to include training, exercising, employee certification, credentialing and National Resource Typing Protocols.

Volume One

Basic Plan. Overview of the jurisdiction's emergency response organization and policies. It cites the legal authority for emergency operations, summarizes the situations addressed by the Emergency Operations Plan, explains the general concept of operations, and assigns responsibilities for emergency operations planning and operations. The Basic Plan also contains a summary of the Hazard Analysis.

Emergency Organization Functional Annexes. The Basic Plan is supported by functional Annexes, which are procedural guidelines organized around the performance of a broad task. Each Annex focuses on one of five critical emergency functions that the jurisdiction will perform in response to an emergency. The Annexes are: Management, Operations, Planning & Intelligence, Logistics, and Finance & Administration. Since Annexes are oriented toward response activities, their primary audience consists of those who perform the tasks. Each

Annex includes Emergency Operations Center Position Checklists as well as Standard Operating Procedures (**Volume Two**).

Volume Two (to be completed)

Standard Operating Procedures

The Annexes are supported by Standard Operating Procedures (SOPs) that detail how assigned departments will carry out critical field response tasks associated with the Annexes. Individuals and agencies assigned emergency management responsibilities within this Emergency Operations Plan are responsible for assuring the preparation and maintenance of appropriate and current SOPs, resource lists and checklists that detail how assigned responsibilities are performed to support Emergency Operations Plan implementation and to ensure successful response during a major disaster. Such SOPs should include the specific emergency authorities that designated officials and their successors can assume during emergency situations. Departments will operate their response activities according to the SOPs, which are maintained in and by the departments. There are also SOPs for activities not directly related to individual Annexes (i.e. EOC activation, Hazard-Specific SOPs). All of the SOPs are a part of the Emergency Operations Plan by reference and are maintained in Volume Two.

Supporting Documents

Supporting and legal documents to the Emergency Operations Plan, including resources.

SITUATION

A hazard analysis has indicated that the City of Covina may be at risk to numerous hazards associated with natural disaster, technological incidents, and nuclear security emergencies. These hazards are identified and analyzed at length in the Hazard Mitigation Plan (under separate cover), which also provides general and specific information on their possible impact on the jurisdiction. A summary of the hazards and vulnerabilities can be found below on page 9.

HAZARD ANALYSIS SUMMARY

The City of Covina recognizes that the planning process must address each hazard that threatens the City. Covina is vulnerable to a wide range of threats. There are three broad categories of hazards: natural events, technological or human-made events, and national security.

The City of Covina is in Los Angeles County, California about 22 miles east of downtown Los Angeles. Covina consists of 6.8 square miles and is approximately 90% residential and 10% commercial/industrial. The population was 46,837 at the 2000 census. The cities of Azusa and Glendora are to the north, San Dimas to the east, and Pomona to the southeast. West Covina is located to the south. Irwindale lies to the west, as well as Baldwin Park. The town is located at the foot of the San Gabriel Mountains in the San Gabriel Valley.

Covina is generally flat, with an elevation of 558ft, though it contains a hilly enclave in the southeastern area and is almost completely built out. The community, which possesses a historic downtown that is the social and economic focus of the City, is characterized as predominantly low rise/low intensity residential, commercial, and light manufacturing uses.

No freeways pass through the city limits, although it is centered in the midst of Interstate 210 (Foothill Freeway) to the north, Interstate 10 (San Bernardino Freeway) to the south, Interstate

605 (San Gabriel River Freeway) to the west, and the State Route 57 (Orange Freeway) to the east. The Southern Pacific Railroad and the Metrolink San Bernardino Line pass through the city just north of the downtown area.

According the U.S Census American Community Survey (ACS) Demographics and Housing Estimates 2006-2008:

	City of Covina
Caucasian	53.0%
Hispanic	47.9%
African American	7.4%
Asian	11.8%
Native American	1.3%

This section is a summary of a detailed assessment of hazards, an analysis of the areas at risk, and the anticipated nature of the resulting hazard event.

- An earthquake could significantly impact either segments of or the total population.
- The City faces the potential for damages resulting from severe weather conditions including Santa Ana windstorms and tropical storms.
- Much of the City may be subject to flooding due to urban flooding (storm drain failure/infrastructure breakdown).
- A transportation accident such as a major air crash could impact areas within the City.
- A terrorist event could impact the City.

Any single incident or a combination of events could require evacuation and/or sheltering of the population. Depending on the event, there may be a requirement for sheltering in place or evacuating to a designated reception center or shelter within the jurisdiction or outside the jurisdiction's boundaries.

The following hazards are specifically addressed in the Hazard Analysis (natural hazards discussed in the Hazard Mitigation Plan):

- Earthquake – San Andreas Fault
- Hazardous Material Spill
- Transportation Accident – Major Air Crash
- Flood –Urban
- Dam Failure
- Terrorism

Following the completion of research and analysis, data was entered into the following Hazard Analysis Matrix (**Chart 1**). The Matrix approach attempts to quantify priorities for mitigation and preparedness by assigning weighted numerical values to a range of hazard-related characteristics including:

- History
- Probability
- Maximum threat to community
- Warning time
- Vulnerability of people
- Vulnerability of property
- Vulnerability of government services

Chart 1
Hazard Analysis Matrix
(see Key on following page)

	Earthquake *San Andreas Fault*	**Terrorism**	**Transportation**	**Hazardous Materials**	**Dam Failure**	**Flooding** *Urban*
History	10	1	1	1	1	10
Probability	10	1	5	10	1	10
Maximum Threat	20	20	1	10	10	1
Vulnerability						
People	20	20	20	5	5	1
Property	20	5	5	1	10	1
Services	10	10	5	5	5	5
Warning Time	20	20	20	20	20	5
Score	110	77	57	52	52	33
SUMMARY RANKING	1	2	3	4	4	5

KEY

The following indicators are based on an event that would overwhelm the City's ability to conduct an effective response.

History

Minimal (1 point)	No activity in past 100 years
Low (5 point)	1 time in past 100 years
Middle (10 points)	2-4 times in past 100 years
High (20 points)	More than four times in past 100 years

Probability – Chances Per Year of a Disaster

Minimal (1 point)	< 1% probability in next 100 years
Low (5 point)	1% - 10% probability, or at least one chance in next 100 years
Moderate (10 points)	10% - 100% probability, or at least one chance in next 10 years
High (20 points)	Near 100% probability in next year

Maximum Threat – Area of Community Impacted

Minimal (1 point)	<10%
Low (5 point)	10% to 25%
Moderate (10 points)	25% to 50%
High (20 points)	> 50%

Vulnerability – People

Minimal (1 point)	Injuries and/or illnesses treatable with first aid
Low (5 points)	Injuries and/or illnesses do not result in permanent disability.
Moderate (10 points)	Injuries and/or illnesses do result in permanent disability.
High (20 points)	Multiple deaths

Vulnerability – Property

Minimal (1 point)	<10% severely damaged or destroyed
Low (5 points)	>10% severely damaged or destroyed
Moderate (10 points)	>25% severely damaged or destroyed
High (20 points)	>50% severely damaged or destroyed

Vulnerability – Services

Minimal (1 point)	Isolated disruption of critical facilities and/or services for 24 hours or less.
Low (5 points)	Complete shutdown of critical facilities and services for one day to one week.
Moderate (10 points)	Complete shutdown of critical facilities for one week to 2 weeks.
High (20 points)	Complete shutdown of critical facilities for more than 2 weeks.

Warning Time

Minimal (1 point)	> 24 hours
Low (5 points)	12 to 24 hours
Moderate (10 points)	6 to 12 hours
High (20 points)	Virtually no warning

PLANNING ASSUMPTIONS

- The City of Covina is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons and minimize damage to property.
- The City of Covina will utilize SEMS/NIMS in emergency response operations.
- The Director of Emergency Services will coordinate the City's disaster response in conformance with its Emergency Services Ordinance.
- The City of Covina will participate in the Los Angeles County Operational Area.
- The resources of the City of Covina will be made available to local agencies and citizens to cope with disasters affecting this area.
- The City will commit its resources to a reasonable degree before requesting mutual aid assistance.
- Mutual aid assistance will be requested when disaster relief requirements exceed the City's ability to meet them.
- The Incident Command System (ICS) structure will be a primary tool in implementing the SEMS and NIMS approaches.

EMERGENCY MANAGEMENT GOALS

- Provide effective life safety measures and reduce property loss.
- Provide for the rapid resumption of impacted businesses and community services.
- Provide accurate documentation and records required for cost recovery efforts.

ORGANIZATION OF THE EMERGENCY OPERATIONS PLAN

ACTIVATION OF THE EMERGENCY OPERATIONS PLAN:

- On the order of the official designated by local ordinance, provided that the existence or threatened existence of a LOCAL EMERGENCY has been proclaimed in accordance with City of Covina Municipal Code 2.40 – Emergency Services.

- When the Governor has proclaimed a STATE OF EMERGENCY in an area including this jurisdiction.

- Automatically on the proclamation of a STATE OF WAR EMERGENCY as defined in California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).

- A Presidential declaration of a NATIONAL EMERGENCY.

- Automatically on receipt of an attack warning or the observation of a nuclear detonation.

APPROVAL AND PROMULGATION:
This Emergency Operations Plan will be reviewed by all departments/agencies assigned a primary function in the Covina Emergency Management Organization (**Volume One – Basic Plan**). Upon completion of review and written concurrence by these departments/agencies, the Emergency Operations Plan will be submitted to the State Office of Emergency Services for review and then to the City Manager for review and approval. Upon concurrence by the City Manager, the Plan will be officially adopted and promulgated.

TRAINING, EXERCISING, AND MAINTENANCE OF EMERGENCY OPERATIONS PLAN:
The objective of any emergency management organization is efficient and timely response during emergencies. A good plan is a first step toward that objective. However, planning alone will not guarantee preparedness. Training and exercising are essential at all levels of government to ensure emergency operations personnel are prepared to handle emergencies efficiently. All emergency plans and SOPs should include provisions for training.

The Covina Emergency Response Planning Team is responsible for making annual revisions to the Emergency Operations Plan that will enhance the conduct of response and recovery operations. Each responsible organization or agency will review and upgrade its portion of the Emergency Operations Plan and/or modify its SOPs as required based on identified deficiencies experienced in training, exercises, or actual occurrences. Changes in government structure and emergency response organizations will also be considered in the Emergency Operations Plan revisions. The Emergency Response Planning Team will prepare, coordinate, publish and distribute any necessary changes to the plan to all City departments and other agencies as shown on the distribution list later in the Introduction. The Emergency Response Planning Team will also review documents that provide the legal basis for the Emergency Operations Plan to ensure conformance to SEMS requirements and modify as necessary.

The Emergency Response Planning Team is responsible for coordination and scheduling of training and exercises associated with this Plan. Training and exercising are essential at all levels of government to ensure emergency operations personnel are prepared to handle emergencies efficiently. All Emergency Operations Plans and SOPs should include provisions

for training. The City of Covina's Emergency Management Organization will conduct regular exercises of this Plan to train all necessary City staff in the proper response to disaster situations. The training and exercise program standards identified in **Volume One – Basic Plan** meet and exceed SEMS and NIMS Regulations.

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Resolution # 11-6879 will be inserted here after passage and adoption and signed by the Mayor.

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RECORD OF REVISIONS

Date	Section	Page Numbers	Entered By
10-12-10	EOP Meeting	Entire Document	Lt. Curley
11-01-10	Volume I/Intro.	Page(s)4-12	Lt. Curley
11-30-10	Basic Plan	Page(s)27-34	Lt. Curley
12-06-10	Basic Plan	Page(s)34-55	Lt. Curley
12-13-10	Basic Plan	Page(s)55-59	Lt. Curley
12-20-10	Emergency Annex	Page(s)68-213	Lt. Curley
12-27-10	Emergency Annex	Page(s)256-301	Lt. Curley
01-04-11	Volume II/SOP(s)	Page(s)1-38	Lt. Curley
01-11-11	Volume II/Ops.	N/A	Lt. Curley

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DISTRIBUTION LIST

DEPARTMENTS/AGENCIES RECEIVING COPIES OF THE EMERGENCY OPERATIONS PLAN:	# OF COPIES
California Emergency Management Agency, Southern Region	1
Los Angeles County Operational Area	1
Disaster Management Area Coordinator	1
City Manager	1
City Administration	1
City Council	1
City Clerk	1
Redevelopment Agency	1
Community Development Agency	1
Finance Department	1
Fire Department	1
Human Resources Department	1
Parks and Recreation Department	1
Police Department	1
Public Works Department	1

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SIGNED CONCURRENCE BY PRINCIPAL DEPARTMENTS/AGENCIES

The **City Manager's Office** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Response Emergency Response Planning Team.

Signed _____ C.I / Manager
(Name) (Title)

ADMINISTRATION / City of Covina
(Department/Agency)

The **Police Department** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Response Planning Team.

Signed _____ Chief of Police
(Name) (Title)

Police/City of Covina
(Department/Agency)

The **Redevelopment Agency** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Response Planning Team.

Signed _____ Director of Community Develop / Deputy Exec. Redevelopment
(Name) (Title)

CRA/Com DEV
(Department/Agency)

The **City Clerk** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to Emergency Response Planning Team.

Signed _____ Deputy City Clerk
(Name) (Title)

City Clerk's Office / City of Covina
(Department/Agency)

The **Finance Department** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to Emergency Response Planning Team.

Signed _____ _____
(Name) (Title)

_____
(Department/Agency)

The **Fire Department** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to Emergency Response Planning Team.

Signed _____ ASSISTANT FIRE CHIEF
(Name) (Title)

L.A. COUNTY FIRE DEPARTMENT
(Department/Agency)

The **Human Resources Department** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to Emergency Response Planning Team.

Signed _____ HUMAN RESOURCES DIRECTOR
(Name) (Title)

HUMAN RESOURCES
(Department/Agency)

The **Parks and Recreation Department** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to Emergency Response Planning Team.

Signed _____ _____
(Name) (Title)

_____
(Department/Agency)

The **Public Works Department** concurs with the City of Covina's Emergency Operations Plan. As needed, revisions will be submitted to Emergency Response Planning Team.

Signed _____ Director of Public Works
(Name) (Title)

Public Works Department
(Department/Agency)

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EXHIBIT A

City of Covina

Emergency Operations Plan

Basic Plan

February 15, 2011

VOLUME ONE

BASIC PLAN

I. PURPOSE and SCOPE

The Basic Plan addresses the planned response of the City of Covina to extraordinary emergency situations associated with natural disasters, and technological events (human-caused) and national security emergencies. It provides an overview of operational concepts, identifies components of the City's Emergency Management Organization within the Standardized Emergency Management System (SEMS), the Incident Command System (ICS) and the National Incident Management System (NIMS). SEMS requires emergency response agencies to use the Incident Command System as the basic emergency management system. The Basic Plan section of the Plan describes the overall responsibilities of the federal, state and county entities and the City for protecting life and property and assuring the overall well being of the population.

The Emergency Operations Plan has been designed to serve the growing needs of the City of Covina. As the population continues to increase and with it, vulnerability to hazards, it's important that the EOP be flexible enough to use in all emergencies. This plan not only meets that need but will increase the effectiveness and efficiency of the community's response and short-term recovery activities.

II. AUTHORITIES AND REFERENCES

Emergency operations will be conducted as outlined under Concept of Operations, and in accordance with the enabling legislation, plans, and agreements listed in **Volume One - Basic Plan - Authorities and References**.

III. EMERGENCY MANAGEMENT PROGRAM

A. Overview of Emergency Management

Emergency management is the preparation for and carrying out of all emergency functions, other than military functions, to minimize injury and to repair damage resulting from disasters caused by fire, flood, storm, earthquake, or other natural causes, or enemy attack, terrorism, sabotage, or other hostile action, and to provide support for rescue operations for persons and property in distress.

Emergency management includes mitigation against, preparedness for, response to, and recovery from disasters or emergencies.

The City of Covina maintains an ongoing Emergency Management Program, involving a wide range of emergency management activities. Although the City's Emergency Operations Plan (EOP) focuses on the response and recovery phases, the City's Emergency Management Program is actively involved in all four phases of emergency management: preparedness, response, recovery, and mitigation.

B. Phases of Emergency Management

Preparedness

Preparedness activities are necessary to the extent that mitigation measures have not, or cannot completely, prevent disaster. In the preparedness phase, governments, organizations, and individuals develop plans to save lives and minimize disaster damage. These activities serve to develop the response capabilities needed in the event of an emergency. Examples include preparedness plans, emergency exercises/training, warning systems, emergency communication systems, evacuation plans/training, resource inventories, emergency personnel/contact lists, mutual aid agreements and public education/information. This EOP identifies many of the preparedness efforts of the City of Covina.

Response

Response activities follow the issuance of a pending disaster warning or the occurrence of an actual disaster or emergency. These activities help to reduce casualties and damage, and speed recovery. Response activities include public warning, notification of public authorities, evacuation, rescue, assistance, activation of the Emergency Operations Center (EOC), declarations of disaster, search and rescue, and other similar operations addressed in this plan.

Recovery

Recovery continues until all systems return to normal and includes both short-term and long-term activities. Short-term operations restore critical services to the community, provide for the basic needs of the community and return vital life-support systems to minimum operating standards. The beginning of a long-term recovery period is an opportune time to institute mitigation measures, particularly those related to the recent emergency. Examples of recovery actions would be temporary housing and food programs, restoration of non-vital services, reconstruction of damaged areas, damage insurance, loans and grants, long-term medical care, disaster unemployment insurance, public information, health and safety education, counseling programs and economic impact studies.

A separate Recovery Plan will be prepared by the Emergency Response Planning Team and will be available under separate cover.

Mitigation

Mitigation activities are those that eliminate or reduce the probability of a disaster occurrence. Also included are those long-term activities that lessen the undesirable effects of unavoidable hazards. Some examples include establishment of building codes, flood plain management regulations, insurance, public education programs, hazard analysis updates, tax incentives or disincentives, zoning and land use management, building use regulations and safety codes, resource allocations and preventive health care.

A separate Hazard Mitigation Plan was prepared by the Hazard Mitigation Planning Team during 2005. That plan is available under separate cover.

C. Emergency Management Program Priorities

In view of the City of Covina's susceptibility and vulnerability to natural disasters, technological events, and national security emergencies, continuing emphasis will be placed on: emergency planning; training of full-time auxiliary and reserve personnel; public awareness and education; and assuring the adequacy and availability of sufficient resources to cope with such emergencies. Emphasis will also be placed on mitigation measures to reduce losses from disasters, including the development and enforcement of appropriate land use, design and construction regulations (**Volume One – Basic Plan - Hazard Mitigation**).

IV. CONTINUITY OF GOVERNMENT

A major disaster or nuclear attack could result in great loss of life and property, the death or injury of key government officials, and/or the partial or complete destruction of established seats of government, and public and private records essential to continued operations of government and industry. To help preserve law and order and to continue/restore local services, it is essential that units of local government continue to function during or following such situations.

Government at all levels is responsible for providing continuity of effective leadership, authority and adequate direction of emergency and recovery operations. The California Government Code and the State Constitution provide legal authority for the continuity and preservation of State and local government. **Volume One – Management Annex** provides complete details on the Continuity of Government in California. A listing of the successors to each member of the City of Covina's governing body and key officials are also included in the discussion on Continuity of Government.

V. PUBLIC AWARENESS AND EDUCATION

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services, and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Public awareness and education prior to any emergency are crucial to successful public information efforts during and after the emergency. The pre-disaster awareness and education programs must be viewed as equal in importance to all other preparations for emergencies and receive an adequate level of planning. These programs must be coordinated among local, state and federal officials to ensure their contribution to emergency preparedness and response operations. Emergency Public Information procedures are addressed in **Volume One - Management Annex**.

VI. CITY OF COVINA TRAINING AND EXERCISE STANDARDS

SEMS and NIMS regulations contain mandatory training and exercise requirements and recommendations for the field response level and local government level. The Covina Training and Exercise Program identified below meets SEMS and NIMS Regulations. The Planning Team will be responsible for implementing the Training and Exercise Program.

A. Training

In addition to the required SEMS training identified below, the Planning Team members are committed to maintaining their professional development skills in the area of emergency management. An example of appropriate courses would be the Professional Development Series sponsored by the Federal Emergency Management Agency. The course series includes: Principles of Emergency Management, Emergency Planning, Leadership and Influence, Decision-Making and Problem-Solving, Effective Communication, Developing and Managing Volunteers, and Exercise Design. Each Planning Team member is assigned liaison responsibilities to the on-going emergency management program. Depending on their individual assignment, each member will select applicable training courses. The FEMA Professional Development Courses are available as "independent study" or materials are available for a classroom-type delivery. The Planning Team will develop and maintain the Covina Training and Exercise Program.

All staff that may be assigned to participate in emergencies in the Emergency Operations Center (EOC) or at the field response level must maintain minimum training competencies pursuant to SEMS and NIMS regulations. The Personnel Division will document all related emergency management training provided to emergency response personnel. **(Volume Two)**.

FIELD RESPONSE LEVEL TRAINING STANDARDS

At the field (incident) response level, the use of SEMS is intended to standardize the response to emergencies involving multiple jurisdictions or multiple agencies. SEMS requires emergency response agencies to use the Incident Command System as the basic emergency management system. Compliance with this requirement can be incorporating ICS into the daily functions of the emergency response departments, or to maintain expertise in the system through training.

SEMS and NIMS Field Courses are required for all personnel that may be associated with a field response.

- **Introductory SEMS Course**
- **Field ICS Orientation**
- **Field ICS Basic**
- **Field ICS Intermediate (ICS supervisor)**
- **Field ICS Advanced (ICS commander or command staff)**

LOCAL GOVERNMENT LEVEL TRAINING STANDARDS

Emergency Operations Center Staff

All local government staff that may participate in emergencies in the Emergency Operations Center are required to maintain minimum training competencies pursuant to the SEMS approved course of instruction.

Local government SEMS Courses are required for all personnel that will perform a SEMS function in the EOC.

- **Introductory SEMS Course**
- **EOC Course**

Executive Staff
The term executive describes an individual that works in executive management or elected positions but does not regularly fill command or management roles at incidents or in the organization's EOC.

- **Executive Course**

NATIONAL INCIDENT MANAGEMENT SYSTEM TRAINING STANDARDS (NIMS)
The appropriate NIMS/SEMS ICS training, e.g. IS-100 *Basic Incident Command System* and IS-700 *National Incident Management System,* or the equivalent, will be provided to all responders, commensurate with individual responsibilities. Exercises will be conducted utilizing the concepts and principles of the SEMS/NIMS. Note: California CAL EMA has prepared a training matrix that explains the compatibility of NIMS and SEMS training requirements. (see **Volume Two – Management – NIMS/SEMS Training Standards**)

B. Exercises

Definition - An exercise is a single practice activity. Simply defined, it is a rehearsal of a simulated emergency, in which members of various agencies perform the tasks that would be expected of them in a real emergency. Its purpose is to promote emergency preparedness by testing policies and plans and training personnel.

There are two main benefits of an exercise program. The first is individual training: people practice their roles and get better at them. Second, the emergency management system is improved. These benefits arise not just from exercising, but also from evaluating the exercise and acting upon the recommendations. An exercise has value only when it leads to improvement.

There are a number of reasons to perform exercises:

- Test and evaluate plans, policies and procedures
- Reveal planning weaknesses
- Reveal gaps in resources
- Improve inter-agency coordination and communications
- Clarify roles and responsibilities
- Train personnel in roles and responsibilities
- Improve individual performance
- Gain public recognition and support of officials
- Satisfy government requirements

The focus of an exercise should always be on locating and eliminating problems before an actual emergency occurs. Corrective actions are an important part of exercise design, evaluation, and follow-up.

Exercise Types - Following is an overview of five main types of emergency exercises: orientation seminar, drill, tabletop, functional, and full-scale. As a general rule the exercises gradually increase in complexity, realism, and stress.

Orientation Seminar - As the name suggests, the orientation is an overview or introduction. Usually presented as an informal discussion in a group setting, it is very low-stress. Its purpose is to familiarize participants with roles, plans, procedures, or equipment.

Drill - A drill is a coordinated, supervised activity normally used to test a single specific operation or function in a single agency. Drills are also utilized to provide training with new equipment, to develop new policies or procedures, or to practice and maintain current skills. A drill focuses on one small part of the overall jurisdictional plan.

Examples:

- EOC: Call down procedures.
- Public Works: Locating and placing road barriers under time constraints.
- Red Cross: Locating specific types of blood within a time constraint.
- Military: Activation and mobilization drill.
- Fire Department: Response to furthest part of the City within in a certain time.

The key phrase is "single emergency function." There is no attempt to coordinate agencies or fully activate the EOC.

Tabletop Exercise - A tabletop exercise simulates an emergency situation in an informal, stress-free environment. It is designed to elicit constructive discussion as participants examine and resolve problems based on the Emergency Operations Plan and Standard Operating Procedures. There is minimal attempt at simulation, no utilization of equipment or deployment of resources, and no time pressures. Participants are encouraged to take their time in arriving at in-depth decisions. The success of the exercise is largely determined by group participation in the identification of problem areas.

Functional Exercise - A functional exercise is a fully simulated interactive exercise. It tests the capability of a jurisdiction to respond to a simulated emergency testing one or more functions of the jurisdiction's Emergency Operations Plan. It is a coordinated response to an emergency in a time-pressured, realistic simulation. It focuses on policies, procedures, roles and responsibilities of single or multiple emergency functions before, during, or after any emergency period.

Full-Scale Exercise - A full-scale exercise is as close to a real disaster as possible. It is a field exercise designed to evaluate the operational capability of emergency management systems in a highly stressful environment, which simulates actual response conditions. To accomplish this realism it requires the mobilization and actual movement of emergency personnel, equipment and resources. It differs from a drill in that it coordinates actions of several agencies, tests several emergency functions, and activates the EOC. Realism is achieved through on-scene actions and decisions, simulated "victims," search and rescue requirements, communication devices, equipment deployment, and actual resource and manpower allocation.

Ideally, the full-scale exercise should test and evaluate most functions of the Emergency Operations Plan.

FIELD RESPONSE LEVEL EXERCISE STANDARDS

SEMS regulations recommend that ICS be used during all exercises involving the field response level. It is particularly valuable to conduct multi-agency and multi-jurisdictional exercises. Exercises may be isolated to field level or may be full-scale exercises involving coordination with the EOC.

Covina requires that all field response departments participate in two exercises each year. The exercise type, to be selected by the department, will be an orientation, drill, or tabletop exercise. Every four years, the field response departments will participate in a full-scale exercise with the EOC.

LOCAL GOVERNMENT LEVEL EXERCISE STANDARDS

Covina requires that each EOC section participate in a Tabletop Exercise every year. In other words, each of the SEMS sections including Management, Operations, Planning & Intelligence, Logistics, and Finance & Administration will participate in separate Tabletop Exercises on an annual basis. Additionally, *EOC personnel will participate in a functional or full-scale exercise.* During the four-year cycle, one full-scale exercise with field response departments will be held, with one functional exercise during each of the remaining three years.

Chart 1 – Four Year Exercise Cycle

	Year 1	Year 2	Year 3	Year 4
EOC Sectional Tabletop Exercise	X	X	X	X
EOC Functional Exercise	X	X	X	
EOC Full-Scale Exercise with the Field Response Departments				X

VII. ALERTING AND WARNING

Warning is the process of alerting governmental forces and the general public to the threat of imminent extraordinary danger. Dependent upon the nature of the threat and the population group at risk, warning can originate at any level of government.

Success in saving lives and property is dependent upon timely dissemination of warning and emergency information to persons in threatened areas. Local government is responsible for warning the populace of the jurisdiction. Government officials accomplish this using warning

devices located within the community or mounted on official vehicles. The warning devices are normally activated from a point staffed 24 hours a day.

There are various mechanical systems in place, described in **Volume Two**, whereby an alert or warning may originate or be disseminated.

VIII. CONCEPT OF OPERATIONS

While the causes of emergencies vary greatly, the potential effects of emergencies do not. This means that the City of Covina can plan to deal with effects common to several hazards, rather than develop separate plans for each hazard. The critical aspect of planning for the response to emergency situations is to identify what should happen, when, and at whose direction. Next, responsibilities are assigned to appropriate departments and assurances are made that those organizations have procedures in place to effectively accomplish the tasks.

It is the responsibility of government to undertake an ongoing comprehensive approach to emergency management in order to mitigate the effects of hazardous events. Local government has the primary responsibility for preparedness and response activities. When an emergency exceeds the local government's capability to respond, assistance is requested from other local jurisdictions, and State and Federal governments. In any case, the responsibility for and command of the incident remains with the local jurisdiction.

Operations during peacetime and national security emergencies involve a full spectrum of activities from a minor incident, to a major earthquake, to a nuclear detonation. There are a number of similarities in operational concepts for peacetime and nuclear security emergencies. Some emergencies will be preceded by a buildup period that can provide warning to those areas and/or population groups that might be affected. Other emergencies occur with little or no advance warning, thus requiring mobilization and commitment of the jurisdiction's resources immediately prior to or after the onset of the situation. All agencies must be prepared to respond promptly and effectively to any foreseeable emergency, including the provision and utilization of mutual aid. **(Volume One – Basic Plan - Mutual Aid)**

A. PEACETIME EMERGENCY

In a peacetime emergency, as contrasted with a national security emergency, governmental response is an extraordinary extension of responsibility and activity, coupled with normal day-to-day activity. To ensure continued overall effectiveness, normal government structures will be maintained, with emergency operations being limited to those agencies assigned specific emergency functions. More importantly, a system, or systems, must come into being for the purpose of exercising overall operational control (management) or coordination of emergency operations.

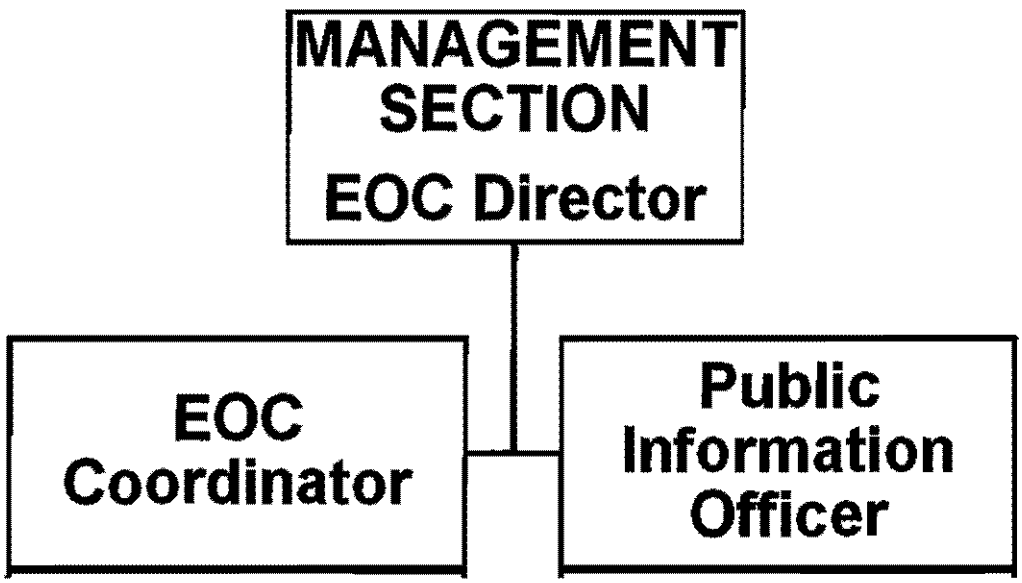
The State of California Emergency Plan identifies three levels of emergencies that they use to categorize an appropriate response. The levels are based on the severity of the situation and the availability of local resources.

A minor to moderate incident wherein local resources are adequate and available. A LOCAL EMERGENCY may or may not be proclaimed.

Level I – Normal Operations

This level is similar to day-to-day operations and would be used for those emergency situations for which normal management procedures and local resources are adequate. Local public safety and emergency function coordinators provide necessary support as established by appropriate agreements and ordinances. The Emergency Operations Center (EOC) may or may not be activated. If the EOC is activated, participation would be minimal. Typically, the EOC Director would be informed of the incident and would initiate a minimal activation with necessary Section Chiefs and other positions deemed necessary. Other inter-agency coordination (e.g., fire, law, and public works) is accomplished via established telephone and radio communications systems and procedures at the incident and agency dispatch level. The EOC Director is responsible for the readiness of the EOC although typically this responsibility is delegated to the EOC Coordinator. See **Chart 2** for an example of Level I – Normal Operations.

Chart 2
Level I – Normal Operations



Level II – Partial EOC Activation

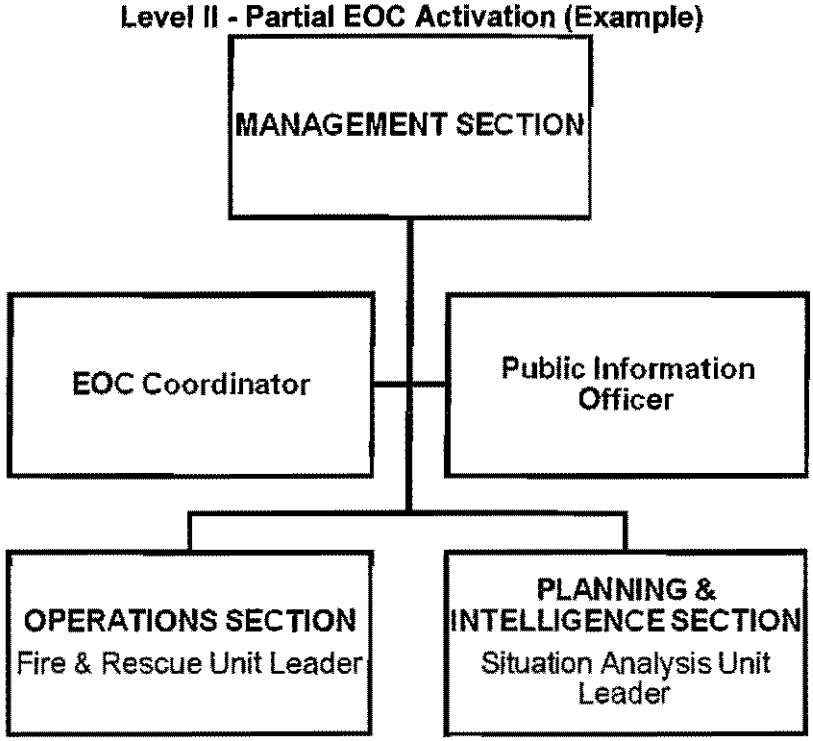
A moderate to severe emergency wherein local resources are not adequate and mutual aid may be required on a regional or even statewide basis. A LOCAL EMERGENCY will be proclaimed and a STATE OF EMERGENCY may be proclaimed.

This level of is used for emergencies that involve several departments or agencies from within the same jurisdiction and/or agencies from more than one jurisdiction that requires close coordination. Key management level personnel from the principally involved agencies will move to the EOC (or other designated central location) to provide jurisdiction or multi-jurisdiction coordination for the emergency. Each of the five Sections within the EOC is activated but only some of the positions are filled. This extent of activation may involve the early stages of what later becomes a larger problem. Activities can include, but are not limited to:

- Establishment of an area-wide situation assessment function.
- Establishment of an area-wide public information function.
- Establishment of resource requirements for the affected area and coordination of resource requests.
- Establishment and coordination of the logistical systems necessary to support multi-incident management.
- Establishment of priorities for resource allocation.

These functions are supplementary to those that may be performed by a single agency. In this mode, the required emergency management staff should meet in the EOC for coordination. Incident management established for the emergency would continue to report through the established 24-hour dispatch facility. Information would be provided to the EOC by agency dispatch facilities and/or by liaison personnel. See **Chart 3**.

Chart 3
Level II - Partial EOC Activation (Example)



Level III – Full EOC Activation

Major disasters wherein resources in or near the impacted area are overwhelmed and extensive State and/or Federal resources are required. A LOCAL EMERGENCY and a STATE OF EMERGENCY would be proclaimed and a Presidential Declaration of an EMERGENCY OR MAJOR DISASTER would be requested.

A disaster that would render it impossible for the City of Covina to effectively function at either Level I or Level II, would require a Level III. An example would be a major earthquake causing substantial damage throughout the City. In this situation, the EOC would be activated and all or most of the EOC positions filled.

All coordination and direction activities would be accomplished from the EOC. The Field Response Level would report to and receive direction from the EOC. See **Chart 4** on the following page for a Level III Full EOC Activation.

Chart 4
Level III – Full EOC Activation

MANAGEMENT SECTION

EOC Director – City Manager Daryl Parrish
Public Information Officer – Police Sergeant David Foster
Safety Officer / EOC Security Officer – Detective James Rochford
EOC Coordinator – Police Lieutenant – John Curley

OPERATIONS SECTION

Operations Section Chief – Police Chief Kim Raney
Fire & Rescue Unit – L.A. County Fire Battalion Chief's Designee
Law Enforcement Unit – Police Lieutenant Timothy Doonan
Health & Welfare Unit – Parks and Reereation Director Amy Hall-McGrade
Construction & Engineering Unit – Public Works Director – Steve Henley

PLANNING & INTELLIGENCE SECTION

Planning & Intelligence Chief–Community Redevelopment Director Robert Neiuber
Situation Analysis Unit – City Planner Shelby Williams
Documentation Unit – Deputy City Clerk Cathy LaCroix
Advance Planning – Redevelopment Manager Lisa Brancheau
Demobilization Unit – Associate Planner Cyndie Petersen
Technical Specialist – as needed

LOGISTICS SECTION

Logistics Section Chief – Management Analyst Raymond Navera
Faeilities / Resource Tracking Unit – Equipment Supervisor Bob Hogan
Communications/Information Systems Unit–Police Department Communications Supervisor Sheryl Ward
Transportation Unit – Senior Management Analyst Alex Gonzalez
Personnel / Supply & Procurement Unit – Human Resource Guadalupe Marquez

FINANCE & ADMINISTRATION SECTION

Finance & Administration Section Chief – Finance Director Dilu De Alwis
Time Keeping Unit – Executive Assistant to the Police Chief Debbie Quick
Purchasing Unit – Account Clerk II Suzanne Swanson
Compensation & Claims Unit – Risk Manager Marie Klymkiew
Cost Accounting Unit – Manager Analyst Steve Smith
Cost Recovery Unit – Accountant Alan Sands

B. NATIONAL SECURITY EMERGENCIES

National security emergencies may range from minor inconveniences such as food and petroleum shortages to a worst-case scenario involving a nuclear attack on the United States. Protective measures to be employed in the event of a threatened or actual attack on the United States include:

- In-place protection.
- Spontaneous evacuation by an informed citizenry may be considered a viable option within the context of this plan.

The Standardized Emergency Management System will be fully activated and centralized coordination and direction of emergency operations will be established. The Operational Area EOC and City EOC would be activated and staffed.

IX. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM AND NATIONAL INCIDENT MANAGEMENT SYSTEM

SEMS Background

The Standardized Emergency Management System is the system required by California Government Code Section 8607(a) for managing response to multi-agency and multi-jurisdictional emergencies in California.

As a result of events during the 1991 East Bay Hills Fire, State Senator Petris introduced SB 1841 (chaptered as Government Code Section 8607, effective January 1, 1993). This statute directed the Governor's Office of Emergency Services; in coordination with all interested state agencies with designated response roles in the state emergency plan and interested local emergency management agencies, to establish by regulation the Standardized Emergency Management System.

The framework of SEMS includes the Incident Command System, multi-agency or inter-agency coordination, Master Mutual Aid Agreement and System, and operational area concept. The final regulations became effective September 2, 1994 as Title 19, Division 2, Chapter 1 of the California Code of Regulations.

The purpose of SEMS was to standardize key elements of the emergency management system in order to:

- Facilitate the flow of information within and between levels of the system, and
- Facilitate coordination among all responding agencies.

Use of SEMS will improve the mobilization, deployment, utilization, tracking, and demobilization of needed mutual aid resources. Use of SEMS will also reduce the incidence of poor coordination and communications, and reduce resource ordering duplication on multi-agency and multi-jurisdictional responses.

SEMS was designed to be flexible and adaptable to the varied disasters that occur in California and to the needs of all emergency responders.

A. Organizational Levels

SEMS consists of five organizational levels that are activated as necessary:

- Field Response
- Local Government
- Operational Areas (countywide)
- Regional (CAL EMA Mutual Aid)
- State

Field Response Level

SEMS regulations require local government emergency response agencies to use ICS at the field response level in order to be eligible for state reimbursement of response related personnel costs. Volunteer and private agencies that may be assisting or cooperating local government agencies at an incident should also use ICS.

It's important that local government determine which agencies and departments have field level response personnel. Some agencies respond to emergencies on a day-to-day basis. Other agencies will become involved in emergency response to major incidents, or emergencies occurring on or affecting people on the agency's property or facilities. All such agencies should use ICS in their field response.

SEMS regulations define an emergency response agency as any organization responding to an emergency, or providing mutual aid support to such an organization, whether in the field, at the scene of an incident, or to an operations center. Local government agencies and departments that typically have personnel who may respond to emergencies in the field include, but are not limited to:

- Fire Services
- Law Enforcement
- Emergency Medical Services
- Public Works

According to California regulations, the field response level is required to use SEMS and ICS when two or more emergency response agencies are involved in the incident or threat. The ICS field functions to be used for emergency management are: Command, Operations, Planning & Intelligence, Logistics, and Finance & Administration. Department SOPs contain position checklists for the field response level. This EOP addresses coordination and communication between field and EOC, as well as EOC roles and responsibilities.

Local Government Level

Local governments include cities, counties, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. In order to be eligible for state funding of response-related personnel costs, local governments are required to use SEMS when the Emergency Operations Center is activated or a Local Emergency is proclaimed. In SEMS, the local government emergency management organization and its relationship to the field response level may

vary depending upon factors related to geographical size, population, function and complexity.

SEMS activation is required at the Local Government Level under the following conditions:

1) Local Emergency declared or proclaimed.

2) Local government EOC is activated.

3) Local government activates EOC and requests operational area EOC activation.

   a. All elements of local government with an emergency role have responsibilities for developing and using SEMS. The development of SEMS within the local government should be a cooperative effort of all departments and agencies with an emergency response role.

The Emergency Response Planning Team is responsible for SEMS planning in the City of Covina including:

- Communicating information within the City on SEMS requirements and guidelines,
- Coordinating SEMS development among departments and agencies,
- Coordinating with other local governments, the operational area, and volunteer and private agencies on development of SEMS,
- Incorporating SEMS into the City's Emergency Operations Plan.

Local governmental levels shall provide the following emergency management functions: Management, Operations, Planning & Intelligence, Logistics, and Finance & Administration. Local jurisdictions are responsible for overall direction of personnel and equipment provided for emergency operations through mutual aid (Government Code Section 8618). Additional details relative to the organization and responsibilities of the SEMS elements at each of the levels are provided in **Volume One - Annexes.**

This Plan update includes a Resolution by the Covina City Council to adopt the Standardized Emergency Management System and the National Incident Management System. The Council adopted SEMS for managing response to multi-agency and multi-jurisdiction emergencies and to facilitate communications and coordination between all levels of the system and among all responding agencies.

Operational Area (County of Los Angeles)

Under SEMS, the Operational Area creates an intermediate level of the state's emergency services organization consisting of a county and all political subdivisions within the county area. Political subdivisions include cities, a city and county, counties, district or other local governmental agency, or public agency as authorized by law.

The Operational Area is responsible for managing and/or coordinating information, resources and priorities among local governments within the operational area; and coordinating and communicating between the local government level and the regional level.

Activation of the Operational Area is required under the following conditions:

1) Local government activates EOC and requests operational area EOC activation.

2) Two or more cities within the operational area declare or proclaim a local emergency.

3) County and one or more cities declare or proclaim a local emergency.

4) City, city and county, or county requests governor's State of Emergency proclamation.

5) Governor proclaims a state of emergency for county or two or more cities within the operational area

6) Operational area requests resources from outside its boundaries. This does not include resources used in normal day-to-day operations that are obtained through existing mutual aid agreements.

7) Operational area receives resource requests from outside its boundaries. This does not include resources used in normal day-to-day operations that are obtained through existing mutual aid agreements.

SEMS regulations specify that all local governments within a county geographic area be organized into a single operational area and that the county board of supervisors is responsible for its establishment. The City of Covina is a jurisdiction within Los Angeles County and therefore, a part of the Los Angeles County Operational Area.

- According to the Los Angeles County Operational Area Emergency Response Plan, once the Operational Area is activated, the County's Sheriff will serve as the Director of Emergency Operations with responsibility for coordinating emergency operations following whole, or partial, activation of the County Operational Area Organization.

The County Operational Area Emergency Operations Center (OAEOC) will be activated whenever there is a need to coordinate the emergency response of County departments, agencies, and local jurisdictions in response to emergencies, disasters, or other significant events. The Chair of the Board of Supervisors, the Chief Administrative Officer (CAO), the Sheriff, or their authorized representatives may activate the OAEOC.

The Los Angeles County Office of Emergency Management is the lead agency in the Operational Area's response effort and serves as staff to the Director of Emergency Operations.

Regional

Because of its size and geography, the state has been divided into six mutual aid regions. The purpose of a mutual aid region is to provide for the more effective application and coordination of mutual aid and other emergency related activities. Los Angeles County is in Mutual Aid Region I. Cal EMA has also established three Administrative Regions (Coastal, Inland and Southern). These Administrative Regions are the means by which Cal EMA maintains day-to-day contact with emergency services

organizations at local, county and private sector organizations. Los Angeles County is in the Southern Administrative Region. (See **Volume One – Mutual Aid** for map and further information)

In SEMS, the regional level manages and coordinates information and resources among operational areas within the mutual aid region and also between the operational areas and the state level. The regional level also coordinates overall state agency support for emergency response activities within the region.

State

The state level of SEMS manages state resources in response to the emergency needs of the other levels and coordinates mutual aid among the mutual aid regions and between the regional level and state level. The state level also serves as the coordination and communication link between the state and the federal disaster response system.

RIMS - California Response Information Management System (RIMS), an internet based system used for real-time reporting of emergency response information, among the five levels of government and five functional areas of emergency management, was designed based on the Incident Command System. The result is that RIMS provides for cross communication among the levels of government and emergency management functional areas in compliance with the NIMS standards. As referenced above, the RIMS system is structured in accordance with the standard incident management organization of five functional areas -- command, operations, planning, logistics, and finance/administration -- for management of all major incidents. To ensure further coordination, and during incidents involving multiple jurisdictions or agencies, the principle NIMS concepts have been incorporated into RIMS. The NIMS structure of a unified command supports coordination efforts of many jurisdictions, and assures joint decision making regarding strategies, plans, priorities, and public communications. Thereby, RIMS also supports the NIMS preparedness measures including: planning, training, exercises, mission resource requesting and tasking, and publication management.

B. Features Common to all Organizational/Response Levels

SEMS has several features based on the Incident Command System. The field response level uses functions, principles, and components of ICS as required in SEMS regulations. Many of these field response level features are also applicable at local government, operational area, regional and state levels. In addition, there are other ICS features that have application to all SEMS levels. Described below are the features of ICS that are applicable to all SEMS levels.

Essential Management Functions

SEMS has five essential functions adapted from ICS. The field response level uses the five primary ICS functions: command, operations, planning/intelligence, logistics and finance/administration. At the local government, operational area, regional and state levels, the term management is used instead of command. The titles of the other functions remain the same at all levels.

Management by Objectives
The "Management by Objectives" feature of ICS as applied to SEMS, means that each SEMS level establishes for a given operational period, measurable and attainable objectives to be achieved. An objective is an aim or end of an action to be performed. Each objective may have one or more strategies and performance actions needed to achieve the objective. The operational period is the length of time set by command at the field level, and by management at other levels to achieve a given set of objectives. The operational period may vary in length from a few hours to days, and will be determined by the situation.

Action Planning
Action planning should be used at all SEMS levels. There are two types of action plans in SEMS:

Incident Action Plans: At the field response level, written or verbal incident action plans contain objectives reflecting the overall incident strategy and specific tactical action and supporting information for the next operational period. Incident action plans are an essential and required element in achieving objectives under ICS.

EOC Action Plans: At local, operational area, regional and state levels, the use of EOC action plans provide designated personnel with knowledge of the objectives to be achieved and the steps required for achievement. Action plans not only provide direction, but they also serve to provide a basis for measuring achievement of objectives and overall system performance. Action plans can be extremely effective tools during all phases of a disaster.

Organizational Flexibility--Modular Organization
The intent of this SEMS feature is that at each SEMS level: 1) only those functional elements that are required to meet current objectives need to be activated, and 2) that all elements of the organization can be arranged in various ways within or under the five SEMS essential functions.

The functions of any non-activated element will be the responsibility of the next highest element in the organization. Each activated element must have a person in charge of it; however one supervisor may be in charge of more than one functional element.

Organizational Unity and Hierarchy of Command or Management
Organizational Unity means that every individual within an organization has a designated supervisor. Hierarchy of command/management means that all functional elements within each activated SEMS level are linked together to form a single overall organization within appropriate span-of-control limits.

Span of Control
Maintaining a reasonable span of control is the responsibility of every supervisor at all SEMS levels. The optimum span of control is one to five, meaning that one supervisor has direct supervisory authority over five positions or resources. The recommended span of control for supervisory personnel at the field response level and all EOC levels should be in the one-to-three to one-to-seven range. A larger span of control may be acceptable when the supervised positions or resources are all performing a similar activity.

Personnel Accountability

An important feature of ICS applicable to all SEMS levels is personnel accountability. This is accomplished through the Organizational Unity and Hierarchy of Command or Management feature along with the use of check-in forms, position logs and various status keeping systems. The intent in bringing this ICS feature into SEMS is to ensure that there are proper safeguards in place so all personnel at any SEMS level can be accounted for at any time.

Common Terminology
In ICS, common terminology is applied to functional elements, position titles, facility designations and resources. The purpose of having common terminology is to rapidly enable multi-agency, multi-jurisdiction organizations and resources to work together effectively. This feature, as applied to all SEMS levels, would ensure that there is consistency and standardization in the use of terminology within and between all five SEMS levels.

Resources Management
In ICS, resources management describes the ways in which field level resources are managed and how status is maintained. At all SEMS levels, there will be some functional activity related to managing resources. This will vary from level to level in terms of directing and controlling, to coordination, to resource inventorying. Procedures for effective resources management must be geared to the function and the level at which the function is performed.

Integrated Communications
This feature of ICS relates to: hardware systems; planning for system selection and linking; and the procedures and processes for transferring information. At the field response level, integrated communications is used on any emergency. At all EOC levels, and between all SEMS levels, there must be a dedicated effort to ensure that communications systems, planning and information flow are being accomplished in an effective manner. The specifics of how this is accomplished at EOC levels will be different than at the field response level.

X. CITY OF COVINA EMERGENCY OPERATIONS

A. Field Response Level

Field Response Level Management will be implemented as required for the on-scene management of field operations. The overall Field Incident Commander will be determined by the type of emergency as follows:

TYPE OF EMERGENCY	FIELD INCIDENT COMMANDER
Earthquake	Fire Department
Transportation Accident (Air, Rail & Shipping)	Police Department
Hazardous Materials Incident	Fire Department
Flood (Urban)	Public Works
Severe Weather (Hurricane, Tropical Storm, Tornado)	Fire Department
Fire (Urban)	Fire Department
Drought	Public Works

Energy Shortage	Public Works
Civil Unrest	Police Department
Workplace & School Violence	Police Department
Terrorism	Police Department
National Security	Police Department

B. Local Government Level

The City of Covina Emergency Management Staff will be directed by the Director of Emergency Services (City Manager) who will be responsible to the City Council and Disaster Council (organized pursuant to Chapter 2.40 of the Municipal Code). The Emergency Management Staff with responsibilities as indicated below will support the Director. During a national security emergency, an Emergency Resources Management Group will be organized as specified in the California Emergency Resources Management Plan (published and issued separately).

C. The City of Covina Emergency Management Staff will have overall responsibility for:

- Organizing, staffing and operating the EOC.
- Operating communications and warning systems.
- Providing information and guidance to the public.
- Maintaining information on the status of resources, services and operations.
- Directing and supporting field operations.
- Obtaining support for the City of Covina and providing support to other jurisdictions.
- Analyzing radioactive fallout and other hazards and recommending appropriate countermeasures.
- Collecting, evaluating and disseminating damage assessment and other essential information.
- Providing status and other reports to the Operational Area Emergency Management Staff (if activated), or the Cal EMA Mutual Aid Regional Office.

XI. FUNCTIONAL RESPONSIBILITIES OF LOCAL GOVERNMENT

In this plan, City of Covina emergency operations are divided into five essential functions. Each of these functions is represented in the Emergency Operations Center as a "Section". Specific details on functional, organizational and operational concepts, responsibilities for providing support to or accomplishing a given function, and applicable policies and procedures are provided in **Volume One – Annexes**. The Annexes also include Action Checklists to be accomplished by the assigned EOC staff member.

MANAGEMENT SECTION **(Management Annex)** – Responsible for providing for the overall emergency management policy and coordination through the joint efforts of

governmental agencies and private organizations. The EOC Director (City Manager) directs the Management Section and will either activate additional functions or perform the functions as needed.

OPERATIONS SECTION **(Operations Annex)** – The operations Section is responsible for coordination of all response elements applied to the disaster/emergency. As well as carries out the objective of the EOC Action Plan and requests additional resources. The Police Captain directs the Operations Section.

PLANNING & INTELLIGENCE SECTION **(Planning & Intelligence Annex)** – Responsible for collecting, evaluating and disseminating information; developing the City's EOC Action Plan in coordination with other sections; initiating and preparing the City's After-Action Report and maintaining documentation. This Section functions as the primary support for decision-making to the overall emergency organization. This section also provides anticipatory appraisals and develops plans necessary to cope with changing field events. During a disaster/emergency, other department heads will advise the Planning & Intelligence Section Chief on various courses of action from their departmental level. The Community Development Director directs the Planning & Intelligence Section.

LOGISTICS SECTION **(Logistics Annex)** - Address policies and procedures for providing or coordinating the provision of transportation, shelter, and facilities to support field response operations. The Logistics section is responsible for the provision of resources in the area of personnel, equipment and supplies and ensures that all other sections are supported for the duration of the incident. The Police Department Management Analyst directs the Logistics Section.

FINANCE & ADMINISTRATION SECTION **(Finance & Administration Annex)** –acts in a support role in all disasters/emergencies to ensure that all required records are preserved for future use and ensures though maintenance the proper and accurate documentation of all actions taken during a disaster/emergency. The Finance & Administration Section also is responsible for all financial activities and other administrative aspects such as administering fiscal procedures, including acquisition, payment and accounting. The Finance Director of the Finance Department directs the Finance & Administration Section.

Table 1
COVINA FUNCTIONAL RESPONSIBILITIES - SUMMARY

P = Primary Responsibility A =Alternate Role

	Management	Operations	Planning & Intelligence	Logistics	Finance & Administration
Department/Organization					
City Manager's Office	P				
Fire					
Police		P/A		P	
Public Works					
Community Development			P/A		
Finance					P/A
Personnel	A				
Parks & Recreation				A	

XII. CITY OF COVINA FUNCTIONAL RESPONSIBILITIES

Note: All staff assigned to the EOC shall report to the EOC in the event of a disaster or emergency. All other staff shall report to their normal work locations.

CITY COUNCIL – Proclaim and/or ratify a local emergency, approve emergency orders and serve as City Official. Act in an advisory role to the Director of Emergency Services (City Manager).

CITY MANAGER'S OFFICE – The City Manager is the Director of Emergency Services and serves as the EOC Director in charge of the Management Section and the EOC overall. **(Management Annex)**

COMMUNITY DEVELOPMENT DEPARTMENT – Provides staff to the Planning & Intelligence Section to serve as the Section Chief and to staff the Situation Analysis Unit, and Advance Planning Unit, and Demobilization Unit. **(Planning & Intelligence Annex)**

FINANCE DEPARTMENT – Provides staff to the Finance & Administration Section to serve as Section Chief and to staff the Cost Recovery Unit, Purchasing Unit, and Cost Accounting Unit. **(Finance & Administration Annex)**

LOS ANGELES COUNTY FIRE DEPARTMENT – Provides staff to the Operations Section to serve as Fire & Rescue Unit. **(Operations Annex)**

POLICE DEPARTMENT – Provides staff to the Management Section to serve as Security Officer, Safety Officer, EOC Coordinator, and Liaison Officer; also Operations Section to serve as Section Chief of the Law Enforcement Unit; Logistics Section to staff the Communications/Information Systems Unit; and Finance & Administration Section to staff the Timekeeping Unit. **(Management Annex, Operations Annex, Logistics Annex)**

PUBLIC WORKS – Provides staff to the Operations Section for the Construction & Engineering Unit. **(Operations Annex)**

PARKS & RECREATION – Provides support to the Operations Section for the Health & Welfare Unit and coordinate with the American Red Cross and other volunteer organizations. Parks & Recreation also provides support for the Logistics Section in the Procurement Unit to obtain all non-fire and non-law enforcement mutual aid supplies to support emergency operations and arrange for the delivery of those resources. **(Operations Annex, Logistics Annex)**

Table 2
Covina Functional Responsibilities - Detail
(P = Primary Responsibility, A = Supporting Role)

Covina Functional Responsibilities	City Manager's Office	Police Department	Los Angeles County Fire Department	Public Works Department	Parks & Recreation Department	Finance Department	Personnel Department	Community Development Department	City Clerk		
MANAGEMENT SECTION											
EOC Director	P						A				
EOC Coordinator		P									
Public Information Officer		P		A							
Liaison Officer											
Safety Officer		P									
Security Officer		P									
OPERATIONS SECTION											
Operations Section Chief		P									
Fire & Rescue Unit			F								
Law Enforcement Unit		P									
Construction & Engineering Unit				A							
Health & Welfare Unit				A		P					
PLANNING & INTELLIGENCE SECTION											
Planning & Intelligence Section Chief								P			
Situation Analysis Unit								P			
Advance Planning Unit								P			
Documentation Unit									P		
LOGISTICS SECTION											
Logistics Section Chief		P			A						
Facilities/Resource Tracking Unit				P							
Personnel/Supply/Procurement Unit							P				
Communications/Information Systems Unit		P									
Transportation Unit								P			
FINANCE & ADMINISTRATION SECTION											
Finance & Administration Section Chief						P					
Compensation & Claims Unit							P				
Cost Recovery Unit								P			
Purchasing Unit						P					
Time Keeping Unit		P									
Cost Accounting Unit											

AUTHORITIES AND REFERENCES

GENERAL

The California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code), hereafter referred to as the Act, provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of the Act.

The Standardized Emergency Management System Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations), hereafter referred to as SEMS, establishes the SEMS to provide an effective response to multi-agency and multi-jurisdiction emergencies in California. SEMS is based on the Incident Command System adapted from the system originally developed by the Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE) program. SEMS incorporates the use of ICS, the Master Mutual Aid Agreement and existing mutual aid systems, the Operational Area concept, multi-agency or inter-agency coordination and the Operational Area Satellite Information System (OASIS).

The California Emergency Plan, which is promulgated by the Governor, is published in accordance with the Act and provides overall statewide authorities and responsibilities, and describes the functions and operations of government at all levels during extraordinary emergencies, including wartime. Section 8568 of the Act states, in part, that "the State Emergency Plan shall be in effect in each political subdivision of the state, and the governing body of each political subdivision shall take such action as may be necessary to carry out the provisions thereof." Local emergency plans are, therefore, considered to be extensions of the California Emergency Plan. The 2011 California Emergency Plan is generally compatible with SEMS and NIMS.

The California Civil and Government Codes contain several references to liability release (Good Samaritan Act) for those providing emergency services. These references are contained in **Volume Two.**

EMERGENCY PROCLAMATIONS (Volume Two – Supporting Documents-Legal)

Local Emergency

A Local Emergency may be proclaimed by the City Council or by the Chief Administrative Officer as specified by Ordinance 91-372, adopted by the City Council. A Local Emergency proclaimed by C.A.O. must be ratified by the City Council within seven days. The governing body shall review, at its regularly scheduled meetings until the Local Emergency is terminated, the need for continuing the Local Emergency. However, in no event shall a review take place more than 21 days after the previous review. However, if the governing body meets weekly, it shall review the need for continuing the Local Emergency at least every fourteen days, until the Local Emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant. Proclamations are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property within the city, caused by natural or man-made situations.

The proclamation of a Local Emergency provides the governing body with the legal authority to:

- If necessary, request that the Governor proclaim a State of Emergency.
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew within designated boundaries.
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements.
- Request state agencies and other jurisdictions to provide mutual aid.
- Require the emergency services of any local official or employee.
- Requisition necessary personnel and materials from any local department or agency.
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
- Impose penalties for violation of lawful orders.
- Conduct emergency operations without incurring legal liability for performance, or failure of performance. (Note: Article 17 of the Emergency Services Act provides for certain privileges and immunities.)

State of Emergency

A State of Emergency may be proclaimed by the Governor when:

- Conditions of disaster or extreme peril exist which threaten the safety of persons and property within the state caused by natural or man-made incidents.
- He is requested to do so by local authorities.
- He finds that local authority is inadequate to cope with the emergency.

Whenever the Governor proclaims a State of Emergency:

- Mutual aid shall be rendered in accordance with approved emergency plans when the need arises in any county, city and county, or city for outside assistance.
- The Governor shall, to the extent he deems necessary, have the right to exercise all police power vested in the state by the Constitution and the laws of the State of California within the designated area.
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency.

- The Governor may suspend the provisions of orders, rules or regulations of any state agency; and any regulatory statute or statute prescribing the procedure for conducting state business.

- The Governor may commandeer or make use of any private property or personnel (other than the media) in carrying out the responsibilities of his office.

- The Governor may promulgate, issue and enforce orders and regulations deemed necessary.

State of War Emergency
Whenever the Governor proclaims a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply, plus:

- All state agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor which are made or given within the limits of his authority as provided for in the Emergency Services Act.

AUTHORITIES
The following provides emergency authorities for conducting and/or supporting emergency operations:

Federal
Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended).

Federal Civil Defense Act of 1950 (Public Law 920), as amended.

NRT-1, Hazardous Materials Emergency Planning Guide and NRT-1A Plan Review Guide (Environmental Protection Agency's National Response Team).

State
Standardized Emergency Management System Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations) and (Government Code Section 8607(a). Standardized Emergency Management System Guidelines.

California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code). "Good Samaritan" Liability **(Volume Two)**.

California Emergency Plan (2009).

California Natural Disaster Assistance Act (Chapter 7.5 of Division 1 of Title 2 of the Government Code).

California Hazardous Materials Incident Contingency Plan.

California Health and Safety Code, Division 20, Chapter 6.5, Sections 25115 and 25117, Chapter 6.95, Sections 2550 et seq., Chapter 7, Sections 25600 through 25610, dealing with hazardous materials.

Orders and Regulations which may be Selectively Promulgated by the Governor during a State of Emergency (**Volume Two**).

Orders and Regulations Promulgated by the Governor to Take Effect upon the Existence of a State of War Emergency (**Volume Two**).

California Master Mutual Aid Agreement (**Volume Two**).

Local (Volume Two)
Emergency Services Ordinance No. 1177, adopted September 5, 1972 by the City Council. Municipal Code Chapter 2.40 Emergency Services.

REFERENCES

- Homeland Security Act of 2002.
- Homeland Security Presidential Directive/HSPD 5, *Management of Domestic Incidents.*
- Homeland Security Presidential Directive/HSPD 8, *National Preparedness.*
- United States Department of Homeland Security (USDHS), *National Incident Management System (NIMS).*
- United States Department of Homeland Security (USDHS), *National Response Framework (NRF).*
- Presidential Directives 39 and 62 which direct primary terrorism investigative authority to U.S. Department of Justice/FBI.
- Disaster Assistance Procedure Manual (California Emergency Management Agency).
- California Emergency Resources Management Plan.
- California Master Mutual Aid Agreement.
- California Law Enforcement Mutual Aid Plan.
- California Fire and Rescue Operations Plan.

HAZARD MITIGATION

PURPOSE

This section establishes actions, policies and procedures for implementing Section 409 (Minimum Standards for Public and Private Structures) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended), following a Presidential declaration of Emergency or Major Disaster. It also assigns hazard mitigation responsibilities to various elements of federal, state, and local governments in California.

AUTHORITIES AND REFERENCES

Activities enumerated in this enclosure will be conducted in accordance with the enabling legislation, plans, and agreements listed in **Volume One – Basic Plan - Authorities and References.**

GENERAL

Hazard mitigation is defined as any action taken to reduce or eliminate the long-term risk to human life and property from natural hazards. Section 409 of Public Law 93-288 requires, as a condition to receiving federal disaster aid that repairs and reconstruction be done in accordance with applicable codes, specifications, and standards. It also requires that the state or local government recipients of federal aid evaluate the natural hazards of the area in which the aid is to be used, and take action to mitigate them, including safe land use and construction practices.

To be effective, hazard mitigation actions must be taken in advance of a disaster. After disaster strikes, mitigation opportunities exist only during recovery, and even those opportunities can be limited by the absence of advance planning. Nevertheless, the immediate post-disaster period does present special opportunities for mitigation. Section 409 deals with the opportunities presented in a current disaster to mitigate potential hardship and loss resulting from future disasters. Thus, hazard mitigation is a continuing year-round effort and activity in which all local communities and state agencies are encouraged to prepare hazard mitigation plans that identify ways to reduce damage caused by disasters. Hazard mitigation includes such activities as:

- Improving structures and facilities at risk.
- Identifying hazard-prone areas and developing standards for prohibited or restricted use.
- Recovery and relief from loss, including insurance.
- Providing hazard warning and protecting the population.

Following a presidential disaster declaration, the Hazard Mitigation Grant Program (HMGP) is activated. The HMGP is authorized by Section 404. The program's purpose is to fund projects which are cost-effective and which substantially reduce the risk of future damage, hardship, loss or suffering resulting from a major natural disaster. Grants are available to eligible applicants in the declared areas only.

The HMGP fund is based upon a 15 percent share of the Federal Emergency Management Agency (FEMA) estimate of all Damage Survey Reports (DSRs) for public assistance work performed, and Individual Assistance costs. The federal contribution can be up to 75 percent of the cost of the hazard mitigation project approved for funding, with applicants providing match funding through a combination of either state, local or private sources. HMGP funds cannot be used as the sole match for other federally funded programs.

Section 404 funding may not be used to fund any mitigation project that might be eligible under Public Assistance or other federal programs, although it might be used to complement or enhance mitigation funded under Individual or Public Assistance. By regulation Section 404 funding is the funding of last resort.

IMPLEMENTATION

Following each Presidential declaration of Emergency or Major Disaster, the Regional Director of the Federal Emergency Management Agency (FEMA) and the Governor execute a document called the Federal/State Agreement. This agreement includes appropriate provisions for hazard mitigation. Under the "typical paragraph" set out to serve this purpose, the State agrees to:

- Evaluate or have the applicant evaluate specific natural hazards in the disaster area, and make appropriate recommendations to mitigate them.
- Follow up with applicants to ensure that the appropriate hazard mitigation actions are taken.
- Follow up with applicants to ensure that the appropriate hazard mitigation plan or plans are developed and submitted to the FEMA Regional Director for concurrence.
- Review and update as necessary disaster mitigation portions of emergency plans.

A Hazard Mitigation Officer is appointed for the state and local applicant. These individuals will constitute the hazard mitigation survey team that will:

- Identify significant hazards in the affected areas, giving priority to disaster-related hazards.
- Evaluate impacts of these hazards and recommend mitigation measures.

The hazard mitigation survey team uses information from Damage Survey Reports (DSRs) and visits selected sites where significant damage has occurred. The state and local representatives on the hazard mitigation survey team are responsible for ensuring that there is adequate consultation among interested federal, state, and local parties.

The hazard mitigation survey team also prepares a hazard mitigation plan which is submitted to the FEMA Regional Director through the Governor's authorized representative within 180 days after a Presidential declaration. The objectives of the plan are to:

- Recommend hazard mitigation measures for local, state, and federal agencies.
- Establish short and long-term planning frameworks for implementation of hazard mitigation efforts.

CONCEPT OF OPERATIONS

Each applicant is expected to use its resources and capabilities as necessary to perform emergency work, such as debris removal or emergency measures to save lives, or to protect public health and safety, or to protect property, before requesting assistance from state or federal government. Local, state, and federal preliminary damage assessments are used to identify major hazards and opportunities for hazard mitigation activities prior to a declaration of Major Disaster or Emergency. Damage survey reports shall include identification of hazards and shall recommend mitigation measures to be incorporated into the repair work.

The federal/state hazard mitigation survey team shall review applicable land use regulations, construction standards, and other appropriate hazard mitigation measures. Utilizing information from preliminary damage assessments, DSRs, and all other pertinent information, the team shall visit the sites of significant damage and shall evaluate all hazards at those sites. For each identified significant hazard the team shall include appropriate hazard mitigation recommendations.

In cases where no plans for hazard mitigation exist or are inadequate, the team shall report its findings and make recommendations to develop, improve or maintain hazard mitigation plans. Existing local and state hazard mitigation plans shall be updated and new ones developed as deemed necessary. Technical advice and assistance will be sought from federal, state and local agencies in developing new plans or updating existing plans to mitigate hazards identified.

The hazard mitigation survey team shall make recommendations on any needs for new mapping or re-mapping of high hazard areas.

RESPONSIBILITIES

A set procedure has been established for hazard mitigation following a disaster, to avoid similar disasters in the future. Hazard mitigation measures include avoidance, reduction and land use regulations.

The FEMA Regional Director is responsible for hazard mitigation actions under the terms of the Federal/State Agreement. The Regional Director shall provide overall leadership with respect to the general administration of Section 409 to ensure that the ultimate benefits to be gained through effective hazard mitigation programs are not diminished. The Regional Director also provides technical advice and assistance.

State and local governments will be encouraged to adopt safe land use practices and construction standards. A representative of the Cal EMA will be appointed by the Governor and will be responsible for state performance of hazard mitigation activities under the Federal/State Agreement.

The applicant's authorized representative, appointed locally, is responsible for local performance of hazard mitigation measures under the terms of the Federal/State Agreement. The applicant's authorized representative shall, to the extent of legal authority, implement and enforce land use regulations and safe construction practices which are agreed upon as conditions for FEMA grants or loans. Each city and county is charged with implementing and enforcing its own hazard mitigation measures.

Local Government Responsibilities

The key responsibilities of local governments are to:

- **Participate** in the process of evaluating hazards and adoption of appropriate hazard mitigation measures, including land use and construction standards.
- **Appoint** a Local Hazard Mitigation Officer, if appropriate.
- **Participate** on Hazard Mitigation Survey Teams and Inter-agency Hazard Mitigation Teams, as appropriate.

- **Participate** in the development and implementation of Section 409 plans or plan updates, as appropriate.
- **Coordinate and monitor** the implementation of local hazard mitigation measures.
- **Developed and adopted a** Hazard Mitigation Plan for the City of Covina (Resolution #04-6401 dated October 19, 2004) and scheduled for update in 2011.

MUTUAL AID

INTRODUCTION

The foundation of California's emergency planning and response is a statewide mutual aid system which is designed to ensure that adequate resources, facilities and other support is provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation(s). The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement **(Volume Two – Supporting Documents),** as provided for in the California Emergency Services Act. This Agreement was developed in 1950 and has been adopted by the state, all 58 counties and most incorporated cities in the State of California. The Master Mutual Aid Agreement creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel and resources, but may also receive or render assistance to other jurisdictions within the state. State government is obligated to provide available resources to assist local jurisdictions in emergencies. It is the responsibility of the local jurisdiction to negotiate, coordinate and prepare mutual aid agreements. Mutual aid agreements exist in law enforcement, fire services, medical and public works and for emergency managers (EMMA).

MUTUAL AID SYSTEM

A statewide mutual aid system, operating within the framework of the Master Mutual Aid Agreement, allows for the progressive mobilization of resources to and from emergency response agencies, local governments, operational areas, regions and state with the intent to provide requesting agencies with adequate resources. The general flow of mutual aid resource requests and resources within mutual aid systems are depicted in the diagram in **Chart 5.**

The statewide mutual aid system includes several discipline-specific mutual aid systems, such as fire and rescue, law, medical and public works. The adoption of SEMS does not alter existing mutual aid systems. These systems work through local government, operational area, regional and state levels consistent with SEMS.

Mutual aid may also be obtained from other states. Interstate mutual aid may be obtained through direct state-to-state contacts, pursuant to interstate agreements and compacts, or may be coordinated through federal agencies.

MUTUAL AID REGIONS

Mutual Aid Regions are established under the Emergency Services Act by the Governor. Six Mutual Aid Regions numbered I-VI have been established within California. The City of Covina is within Region I. Each Region is also designated into a particular Administrative Region. Region I is in the Cal EMA Southern Administrative Region. **(See Chart 6)**

EXHIBIT A

CHART 6
GENERAL FLOW OF REQUESTS AND RESOURCES

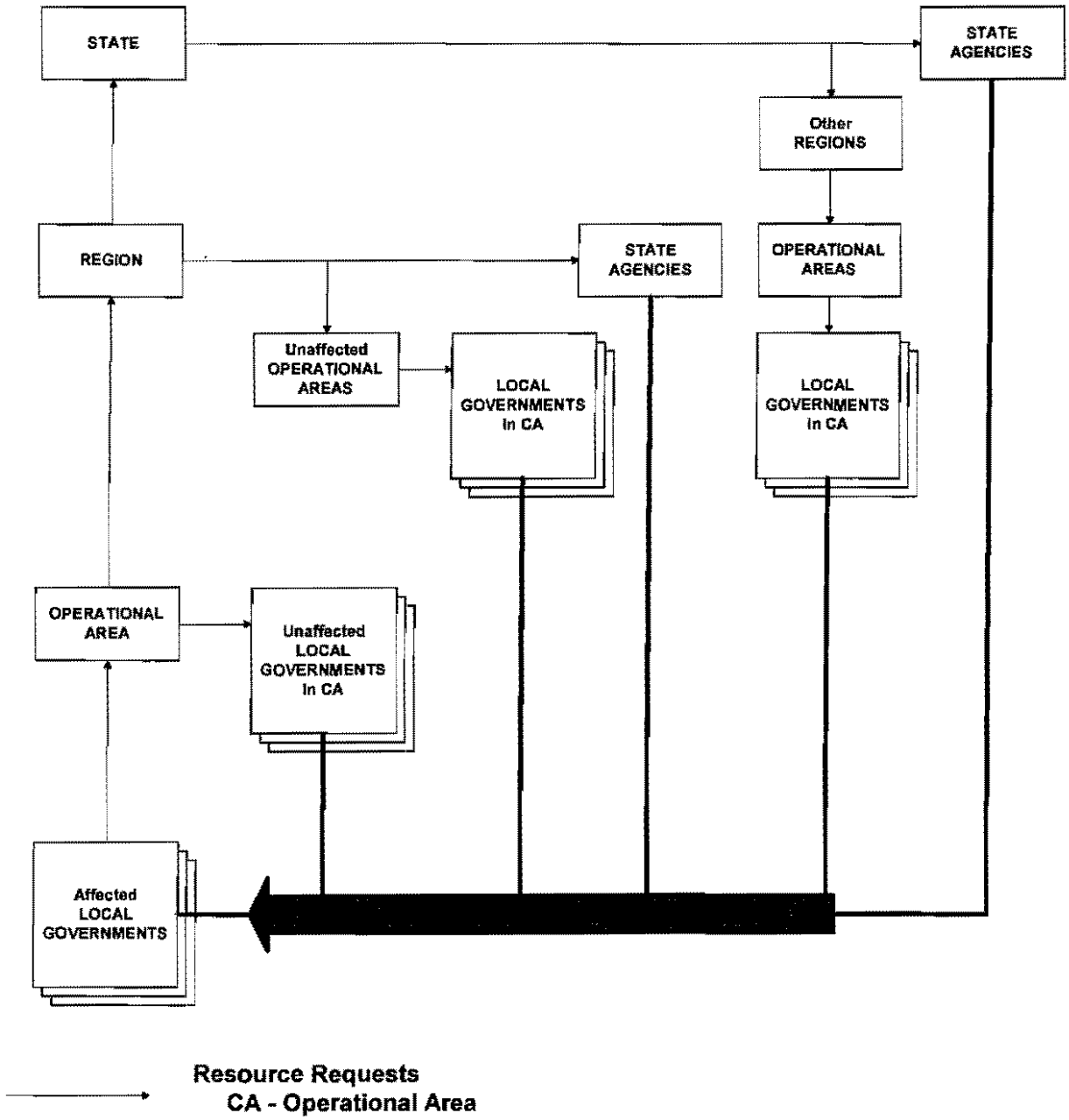


CHART 7

STATE MUTUAL AID REGION MAP

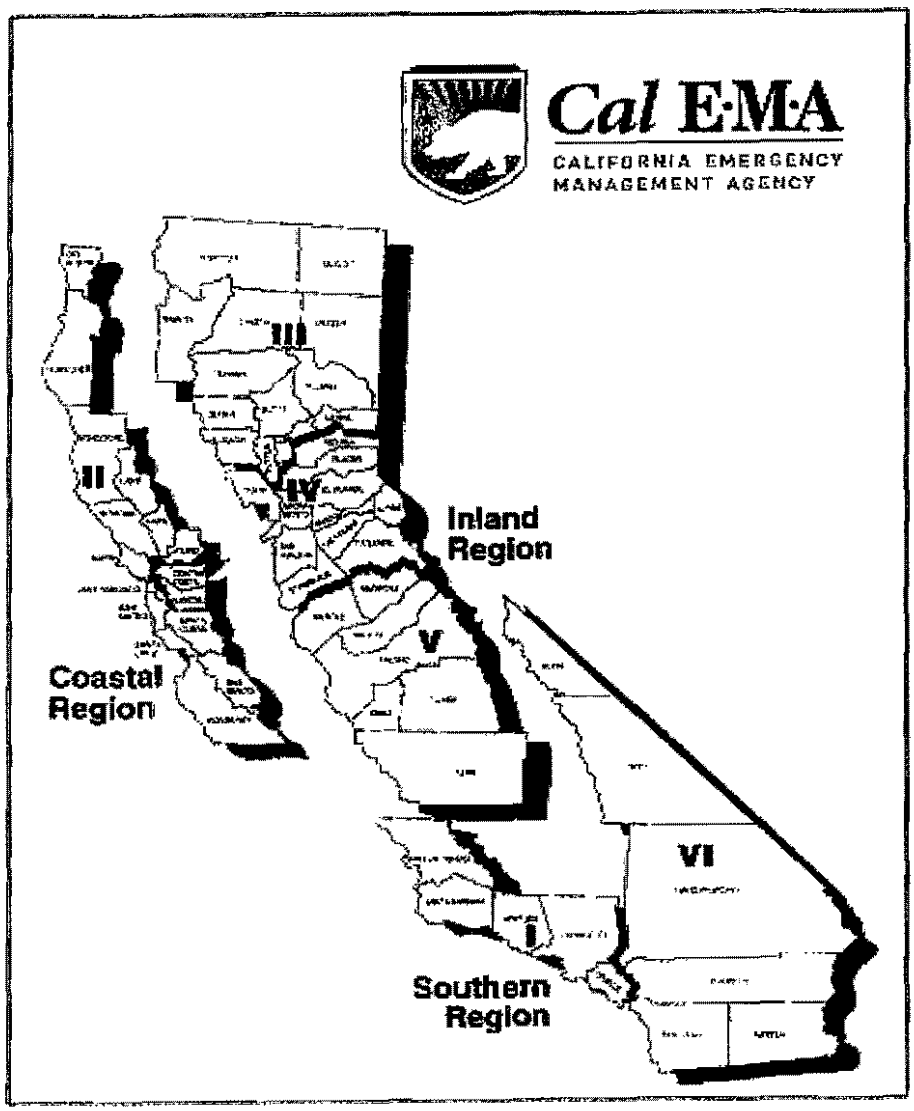
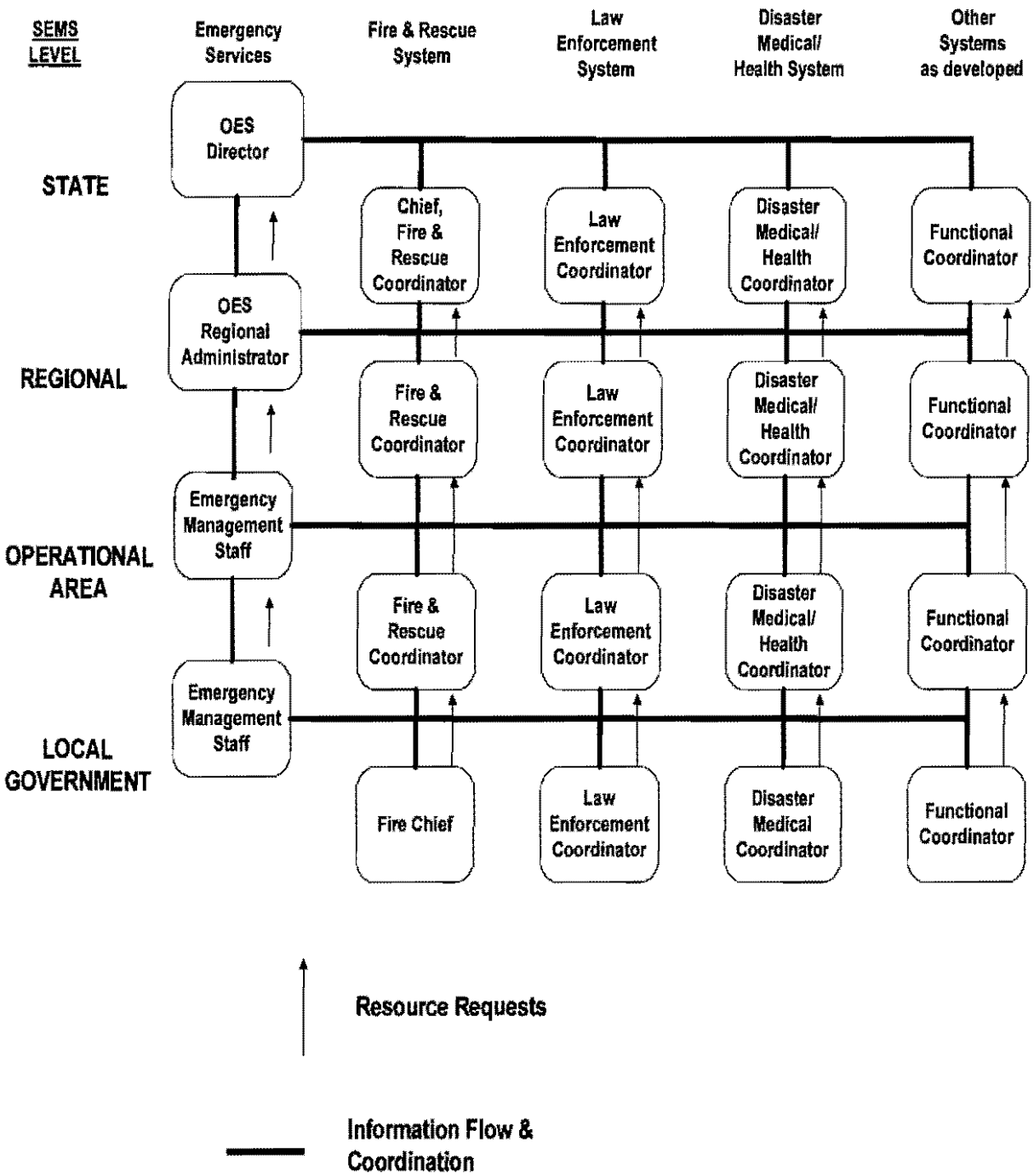


CHART 8
MUTUAL AID COORDINATORS FLOW CHART

Discipline-specific Mutual Aid Systems



MUTUAL AID COORDINATORS

To facilitate mutual aid, discipline-specific mutual aid systems work through designated mutual aid coordinators at the operational area, regional and state levels. The basic role of a mutual aid coordinator is to receive mutual aid requests, coordinate the provision of resources from within the coordinator's geographic area of responsibility and pass on unfilled requests to the next level.

Mutual aid requests that do not fall into one of the discipline-specific mutual aid systems are handled through the emergency services mutual aid system by emergency management staff at the local government, operational area, regional and state levels. The flow of resource requests and information among mutual aid coordinators is illustrated in **Chart 7.**

Mutual aid coordinators may function from an EOC, their normal departmental location or other locations depending on the circumstances. Some incidents require mutual aid but do not necessitate activation of the affected local government or operational area EOCs because of the incident's limited impacts. In such cases, mutual aid coordinators typically handle requests from their normal work location. When EOCs are activated, all activated discipline-specific mutual aid systems should establish coordination and communications with the EOCs:

- When an operational area EOC is activated, operational area mutual aid system representatives should be at the operational area EOC to facilitate coordination and information flow.

- When a Cal EMA regional EOC (REOC) is activated, regional mutual aid coordinators should have representatives in the REOC unless it is mutually agreed that effective coordination can be accomplished through telecommunications. State agencies may be requested to send representatives to the REOC to assist Cal EMA regional staff in handling mutual aid requests for disciplines or functions that do not have designated mutual aid coordinators.

- When the State Operations Center (SOC) is activated, state agencies with mutual aid coordination responsibilities will be requested to send representatives to the SOC.

Mutual aid system representatives at an EOC may be located in various functional elements (sections, branches, groups or units) or serve as an agency representative, depending on how the EOC is organized and the extent to which it is activated.

PARTICIPATION OF VOLUNTEER AND PRIVATE AGENCIES

Volunteer agencies and private agencies may participate in the mutual aid system along with governmental agencies. For example, the disaster medical mutual aid system relies heavily on private sector involvement for medical/health resources. Some volunteer agencies such as the American Red Cross, Salvation Army and others are an essential element of the statewide emergency response to meet the needs of disaster victims. Volunteer agencies mobilize volunteers and other resources through their own systems. They also may identify resource needs that are not met within their own systems that would be requested through the mutual aid system. Volunteer agencies with extensive involvement in the emergency response should be represented in the Emergency Operations Center.

Some private agencies have established mutual aid arrangements to assist other private agencies within their functional area. For example, electric and gas utilities have mutual aid agreements within their industry and established procedures for coordinating with governmental EOCs. In some functional areas, services are provided by a mix of special district, municipal and private agencies. Mutual aid arrangements may include both governmental and private agencies.

Liaison should be established between activated EOCs and private agencies involved in a response. Where there is a need for extensive coordination and information exchange, private agencies should be represented in activated EOCs at the appropriate SEMS level.

EMERGENCY FACILITIES USED FOR MUTUAL AID

Incoming mutual aid resources may be received and processed at several types of facilities including: marshaling areas, mobilization centers and incident facilities. Each type of facility is described briefly below.

Marshaling Area: Defined in the Federal Response Plan as an area used for the complete assemblage of personnel and other resources prior to their being sent directly to the disaster affected area. Marshaling areas may be established in other states for a catastrophic California earthquake.

Mobilization Center: Off-incident location at which emergency service personnel and equipment are temporarily located pending assignment, release or reassignment. For major area-wide disasters, mobilization centers may be located in or on the periphery of the disaster area.

Incident Facilities/Staging Areas: Incoming resources may be sent to staging areas, other incident facilities or directly to an incident, depending on the circumstances. Staging areas are temporary locations at an incident where personnel and equipment are kept while awaiting tactical assignments.

POLICIES AND PROCEDURES

- Mutual aid resources will be provided and utilized in accordance with the California Master Mutual Aid Agreement.
- During a proclaimed emergency, inter-jurisdictional mutual aid will be coordinated at the county, operational area or mutual aid regional level.
- Because different radio frequencies are in use among most agencies, local agencies should provide incoming mutual aid forces with portable radios having local frequencies.
- The City of Covina will make mutual aid requests through the Los Angeles County Operational Area.

Requests should specify, at a minimum:

- Number and type of personnel needed.
- Type and amount of equipment needed.
- Reporting time and location.
- Authority to whom forces should report.
- Access routes.
- Estimated duration of operations.
- Risks and hazards.

AUTHORITIES AND REFERENCES

Mutual aid assistance may be provided under one or more of the following authorities:

- California Master Mutual Aid Agreement.
- California Fire and Rescue Emergency Plan.
- California Law Enforcement Mutual Aid Plan.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended)—provides federal support to state and local disaster activities.

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 12

STAFF SOURCE: Kim J. Raney, Chief of Police
John Curley, Police Lieutenant

ITEM TITLE: Resolution of the City Council of the City of Covina, County of Los Angeles, State of California, adopting the City of Covina's Natural Hazard Mitigation Plan (NHMP) in accordance with the Federal Disaster Mitigation Act of 2000 (Public Law 106-390).

STAFF RECOMMENDATION
Adopt **Resolution No. 11-6932**, the City of Covina's Natural Hazard Mitigation Plan (NHMP) in accordance with the Federal Disaster Mitigation Act of 2000 (Public Law 106-390).

FISCAL IMPACT
No fiscal impact.

BACKGROUND
At the regular meeting of October 19, 2004, the City Council adopted Resolution No. 04-6401 in accordance with the Federal Disaster Mitigation Act of 2000 (Public Law 106-390). This legislation was required of all agencies for eligibility of both pre and post disaster federal funding. The Federal government will not pay for repetitive disaster damage or damage that can easily be averted by pre-event actions. The original Hazard Mitigation Plan was put together with the public's participation and was overseen by a Steering Committee. It identified possible mitigation measures that an ongoing NHMP Advisory Committee could oversee and implement as resources allowed. The plan was submitted to FEMA and it was not approved.

In 2010, the City hired a consultant to update the previous Hazard Mitigation Plan that had been approved by City Council, but not FEMA. A cross-section of citizen input was obtained and together with the consultant's expertise in this area, the City's previously submitted Natural Hazard Mitigation Plan was updated to comply with any changes to legislation and is presented for review by Council and adoption by resolution.

Upon adoption by the City Council, the City of Covina NHMP will be forwarded to the State of California Office of Emergency Services and to the Federal Emergency Management Agency for review as required.

RELEVANCE TO THE STRATEGIC PLAN
This item completes one of the Strategic Plan Goals.

EXHIBITS

A. City of Covina Natural Hazard Mitigation Plan
B. Resolution No. 11-6932 to adopt the Natural Hazard Mitigation Plan.

REVIEW TEAM ONLY	
City Attorney: _____	**Finance Director:** _____
City Manager: _____	**Other:** _____

EXHIBIT A

City of Covina Natural Hazard Mitigation Plan

February 15, 2011

Prepared under contract with:
Emergency Planning Consultants
San Diego, California

Carolyn J. Harshman, President

Credits

Special Thanks

Steering Committee:

City of Covina

Name	Department	Position
John Curley	Police Department	Police Lieutenant – Chair, Steering Committee
Carolyn Harshman	Emergency Planning Consultant	Consultant
George Chadwick	Planning Commission	Planning Commission
Geoff Cobbett	Police Volunteer	Resident
Kim Raney	Police Department	Chief of Police
Steve Henley	Public Works	Public Works Director
Tara Rizzolo	Parks and Recreation	Operations Section on EOC
Dawn Nelson	Covina Chamber of Commerce	President
Charlene Janz	Citrus Valley Health Partners	Safety Officer
Diana Manzano	Citrus Valley Health Partners	Emergency Manager
Bob Cruz	So. Cal. Edison	Supervisor
Anthony Arroyo	Human Resources	Director
Derek Webster	Police Department	Captain
Bill Prescott	Covina Valley Unified School District	Director of Business Operations
Peggy Andrade	Covina Valley Unified School District	Secretary; Business Operations
Lisa Evans	Parks and Recreation	Logistics Section
Amy Hall McGrade	Parks and Recreation	Director
Jaime Hermosilla	So. Cal. Gas Co.	Supervisor
Jayne Herrman	So. Cal. Gas Co.	Supervisor
Robert Neiuber	Community Redevelopment	Director

Acknowledgements

City of Covina City Council

- ✓ Peggy Delach, Mayor
- ✓ John King, Mayor Pro-Tem
- ✓ Walter Allen, III, Council Member
- ✓ Robert Low, Council Member
- ✓ Kevin Stapleton, Council Member

Consulting Services

Emergency Planning Consultants

- ✓ Project Manager: Carolyn J. Harshman
- ✓ Research Assistant: Timothy W. Harshman
- ✓ Intern: Carrie DeHay

3665 Ethan Allen Avenue
San Diego, California 92117
Phone: 858-483-4626

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Note: The maps in this plan were provided by the City of Covina, County of Los Angeles, Federal Emergency Management Agency (FEMA), or were acquired from public Internet

sources. Care was taken in the creation of the maps contained in this Plan, however they are provided "as is". The City of Covina cannot accept any responsibility for any errors, omissions or positional accuracy, and therefore, there are no warranties that accompany these products (the maps). Although information from land surveys may have been used in the creation of these products, in no way does this product represent or constitute a land survey. Users are cautioned to field verify information on this product before making any decisions.

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Executive Summary

The Mitigation Plan was prepared in response to Disaster Mitigation Act of 2000 (DMA 2000). DMA 2000 (also known as Public Law 106-390) requires state and local governments to prepare Mitigation Plans to document their Mitigation Planning process, and identify hazards, potential losses, mitigation needs, goals, and strategies. This type of planning supplements the City's comprehensive emergency management program.

Under DMA 2000, each state and local government must have a federally approved Mitigation Plan to be eligible for hazard mitigation grant funding.

The Disaster Mitigation Act of 2000 (DMA 2000) is intended to facilitate cooperation between state and local governments, prompting them to work together. Through collaboration, mitigation needs can be identified before disasters strike, resulting in faster allocation of resources and more effective risk reduction projects.

The following FEMA definitions are used throughout this plan:

Hazard Mitigation – "Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards".

Planning – "The act or process of making or carrying out plans; specifically, the establishment of goals, policies, and procedures for a social or economic unit."
(Source: FEMA, 2002, *Getting Started, Building Support for Mitigation Planning*, FEMA 386-1)

Mitigation Planning Benefits

Planning ahead helps residents, businesses, and government agencies effectively respond when disasters strike; and keeps public agencies eligible for HMGP funding. The long-term benefits of mitigation planning include:

- ✓ Greater understanding of hazards faced by a community
- ✓ Use of limited resources on hazards with the greatest effect on a community
- ✓ Financial savings through partnerships for planning and mitigation
- ✓ Reduced long-term impacts and damages to human health and structures, and lower repair costs
- ✓ More sustainable, disaster-resistant communities.

Hazard Land Use Policy in California

Planning for hazards should be an integral element of any city's land use planning program. All California cities and counties have General Plans and the implementing ordinances that are required to comply with the statewide land use planning regulations.

The continuing challenge faced by local officials and state government is to keep the network of local plans effective in responding to the changing conditions and needs of California's diverse communities, particularly in light of the very active seismic region in which we live.

Planning for hazards requires a thorough understanding of the various hazards facing the City and region as a whole. Additionally, it's important to take an inventory of the structures and contents of various City holdings. These inventories should include the compendium of hazards facing the city, the built environment at risk, the personal property that may be damaged by hazard events and most of all, the people who live in the shadow of these hazards.

Support for Hazard Mitigation

All mitigation is local and the primary responsibility for development and implementation of risk reduction strategies and policies lies with each local jurisdiction. Local jurisdictions, however, are not alone. Partners and resources exist at the regional, state and federal levels. Numerous California state agencies have a role in hazards and hazard mitigation.

Some of the key agencies include:

- ✓ California Emergency Management Agency (Cal EMA) is responsible for disaster mitigation, preparedness, response, recovery, and the administration of federal funds after a major disaster declaration;
- ✓ Southern California Earthquake Center (SCEC) gathers information about earthquakes, integrates information on earthquake phenomena, and communicates this to end-users and the general public to increase earthquake awareness, reduce economic losses, and save lives.
- ✓ California Department of Forestry and Fire Protection (CalFIRE) is responsible for all aspects of wildland fire protection on private and state properties, and administers forest practices regulations, including landslide mitigation, on non-federal lands.
- ✓ California Division of Mines and Geology (DMG) is responsible for geologic hazard characterization, public education, and the development of partnerships aimed at reducing risk.
- ✓ California Division of Water Resources (DWR) plans, designs, constructs, operates, and maintains the State Water Project; regulates dams; provides flood protection and assists in emergency management. It also educates the public, serves local water needs by providing technical assistance
- ✓ FEMA provides hazard mitigation guidance, resource materials, and educational materials to support implementation of the capitalized DMA 2000.
- ✓ United States Census Bureau (USCB) provides demographic data on the populations affected by natural disasters.
- ✓ United States Department of Agriculture (USDA) provides data on matters pertaining to land management.

A Hazard Mitigation Steering Committee (Steering Committee) consisting of City staff from various departments worked with Emergency Planning Consultants using the following approach to create the 2011 Mitigation Plan:

- ✓ Identify hazards posing a significant threat
- ✓ Profile these hazards
- ✓ Estimate inventory at risk and potential losses associated with these hazards
- ✓ Develop mitigation strategies and goals that address these hazards

- ✓ Develop plan maintenance procedures for implementation after the joint review by Cal EMA and FEMA and FEMA approval.

Although the requirements of DMA 2000 only apply to natural hazards, which are the primary focus of this plan, the Steering Committee felt it was important to also identify, profile, assess, and mitigate technological and human-caused hazards.

As required by DMA 2000, the City informed the public about the planning process and provided opportunities for public input. In addition, key agencies and stakeholders shared their expertise during the planning process. This Mitigation Plan documents the process, outcome, and future of the City's mitigation planning efforts.

How is the Plan Organized?

The structure of the plan enables people to use a section of interest to them and allows the City to review and update sections when new data is available. The ease of incorporating new data into the plan will result in a Mitigation Plan that remains current and relevant to the City of Covina.

Part I of the City of Covina's Mitigation Plan consists of Executive Summary, Introduction and Community Profile.

Part II of the Mitigation Plan consists of Risk Assessment, Hazard-Specific Analysis, Mitigation Strategies, Planning Process, and Plan Maintenance.

Part III of the Mitigation Plan is a collection of Appendices supporting the plan.

Following is a description of each of the sections of the plan:

Part I: Background

Executive Summary

The Executive Summary provides a very general overview of mitigation planning, the planning process, and the steps involved in implementing the plan.

Section 1: Introduction

The Introduction describes the background and purpose of developing the Mitigation Plan for the City of Covina.

Section 2: Community Profile

The section presents the history, geography, demographics, and socioeconomics of the City of Covina. It provides valuable information on the demographics and history of the region.

Part II: Hazard Analysis

This section provides information on the process used to assess the demographics and development patterns for the community along with an assessment of the hazards.

Section 3: Risk Assessment

This section provides information on hazard identification, vulnerability and risk associated with hazards in the City of Covina.

Sections 4-9: Hazard-Specific Analysis

Hazard-Specific Analysis on the six chronic hazards is addressed in this plan. Chronic hazards occur with some regularity and may be predicted through historic evidence and scientific methods. The chronic hazards addressed in the plan include:

Section 4: Earthquake
Section 5: Flood
Section 6: Wildfire/Urban Fire
Section 7: Landslide
Section 8: Dam Failure
Section 9: Windstorm

Each Hazard-Specific Analysis includes information on the history, hazard causes, hazard characteristics, and hazard assessment.

Section 10: Mitigation Strategies

This section highlights the Mitigation Actions Matrix revealing: 1) past accomplishments; 2) planning approach; 3) goals and objectives; 4) identification, analysis, and implementation of mitigation activities; 5) prioritized mitigation activities; and 6) next steps.

Section 11: Planning Process

This section describes the mitigation planning process including 1) Steering Committee involvement, 2) extended Steering Committee support, 3) public and other stakeholder involvement; and 4) integration of existing data and plans.

Section 12: Plan Maintenance

This section provides information on plan implementation, monitoring and evaluation.

Part III: Appendices

The plan appendices are designed to provide users of the Mitigation Plan with additional information to assist them in understanding the contents of the mitigation plan, and potential resources to assist them with implementation.

Appendix A: Resource Directory

The resource directory includes City, local, regional, state, and national resources and programs that may be of technical and/or financial assistance to the City of Covina during plan implementation.

Appendix B: Benefit/Cost Analysis

This section describes FEMA's requirements for benefit cost analysis in hazards mitigation, as well as various approaches for conducting economic analysis of proposed mitigation activities.

Appendix C: List of Acronyms

This section provides a list of acronyms for City, local, regional, state, and federal agencies and organizations that may be referred to within the Mitigation Plan.

Appendix D: Glossary

This section provides a glossary of terms used throughout the plan.

Mitigation Measure Categories

Following is FEMA's list of mitigation categories. The activities identified by the Steering Committee are consistent with the six broad categories of mitigation actions outlined in FEMA publication 386-3 *Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies.*

The City of Covina has not experienced any federally declared disasters within the last 7 years.

- ✓ **Prevention:** Government administrative or regulatory actions or processes that influence the way land and buildings are developed and built. These actions also include public activities to reduce hazard losses. Examples include planning and zoning, building codes, capital improvement programs, open space preservation, and storm water management regulations.
- ✓ **Property Protection:** Actions that involve modification of existing buildings or structures to protect them from a hazard, or removal from the hazard area. Examples include acquisition, elevation, relocation, structural retrofits, storm shutters, and shatter-resistant glass.
- ✓ **Public Education and Awareness:** Actions to inform and educate citizens, property owners, and elected officials about hazards and potential ways to mitigate them.

  Such actions include outreach projects, real estate disclosure, hazard information centers, and school-age and adult education programs.
- ✓ **Natural Resource Protection:** Actions that, in addition to minimizing hazard losses preserve or restore the functions of natural systems. Examples include sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
- ✓ **Emergency Services:** Actions that protect people and property during and immediately following a disaster or hazard event. Services include warning systems, emergency response services, and protection of critical facilities.
- ✓ **Structural Projects:** Actions that involve the construction of structures to reduce the impact of a hazard. Such structures include dams, levees, floodwalls, retaining walls, and safe rooms.

Plan Mission

The mission of the Mitigation Plan is to promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property, and the environment from natural, human-caused, and technological hazards. This is achieved by increasing public awareness, documenting the resources for risk reduction and loss-prevention, and identifying activities to guide the City in creating a more sustainable community.

Mitigation Planning Process

The process for creating the 2011 Mitigation Plan started with identifying members for the Steering Committee. Each team member represented different City department and specific divisions within those departments with a role in mitigation efforts. The Steering Committee met and identified characteristics and consequences of natural, technological, and human-caused hazards with significant potential to affect the City. It is important to note that the city council adopted a Mitigation Plan in 2004; however that Plan was never approved by FEMA. The Steering Committee utilized the contents from the 2004 plan to create this 2011 document

Hazard mitigation strategy and goals were developed by understanding the risk posed by the identified hazards. The group also determined hazard mitigation activities and priorities to include scenarios for both present and future conditions. The final Mitigation Plan will be implemented through various projects, changes in day-to-day city operations, and through continued hazard mitigation development.

Through a series of department-level meetings which included the Mitigation Steering Committee, the focus groups provided an in-depth analysis of the Mitigation Action Items.

Public Input

The Plan will be available to the public through different venues and will engage the public, involve them in ongoing planning and evaluation, and facilitate communication. The Steering Committee recognizes that community involvement increases the likelihood that hazard mitigation will become a standard consideration in the City's evolution.

The Steering Committee will post a public notice on the city website. The resources and information cited in the Mitigation Plan provide a strong local perspective and help identify strategies and activities to make the City of Covina more disaster resistant.

Participating Organizations

For Mitigation Planning to be successful; like all community planning; it requires collaboration with, and support from, federal, state, local, and regional governments; citizens; the private sector; universities; and non-profit organizations. The Steering Committee consulted a variety of sources to ensure that the planning process results in practicable actions tailored to local needs and circumstances.

City of Covina and Hazard Mitigation

The potential impact of hazards associated with the City's location and varying terrain make the environment and population vulnerable to a spectrum of natural, technological, and human-caused disaster situations. The City of Covina is subject to earthquakes, floods, wildfires, landslides, dam failures, and windstorms. Any disaster scenario can only be assessed through careful planning and collaboration between public agencies, private sector organizations, and city residents, to make it possible to minimize loss.

The City of Covina was founded in 1882 and since then, residents experienced numerous disasters and hazardous conditions. Photographs, diaries and newspapers demonstrate that residents of Covina experienced earthquakes, droughts, floods, wildfire, and freezes.

While Covina was sparsely populated, the hazards adversely affected the lives of the residents who depended on the land and climate conditions for food and welfare. Today, as the population density within the City of Covina increases, the exposure to natural hazards creates a greater risk than previously experienced.

As indicated in the table below, the most threatening hazards to Covina are earthquakes, floods, wildfires, landslides, dam failures, and windstorms.

Mitigation Planning

As the cost of damage from disasters continues to increase nationwide, the City of Covina recognizes the importance of identifying effective ways to reduce vulnerability to disasters. Mitigation Plans assist communities in reducing risk from hazards by identifying resources, information, and strategies for risk reduction, while helping to guide and coordinate mitigation activities throughout the City.

The plan provides a set of action items to reduce risk from hazards such as education and outreach programs and the development of partnerships. The plan also provides for the implementation of preventative activities, including programs that restrict and control development in areas subject to damage from hazards.

The resources and information within the Mitigation Plan:

1. Establish a basis for coordination and collaboration among agencies and the public in the City of Covina.
2. Identify and prioritize future mitigation projects; and
3. Assist in meeting the requirements of federal assistance programs.

The Mitigation Plan is integrated with other City plans including the City of Covina Emergency Operations Plan, City of Covina General Plan, the City of Covina Capital Improvement Plan (CIP), as well as department specific standard operating procedures.

Mitigation Plan Jurisdiction and Scope

The City's Mitigation Plan affects the areas within the City boundaries in addition to City owned facilities and land. This plan provides a framework for planning for natural, technological, and human-caused hazards. The resources and background information in the plan are applicable Citywide and to City-owned facilities outside City boundaries, and the goals and recommendations provide groundwork for local mitigation plans and partnerships.

Risk Assessment

Risk assessment is the identification of risks posed by a hazard and the corresponding impacts to the community. This process involves five steps: identify hazards, profile hazards, inventory critical assets, assess risks, and assess vulnerability of future development.

Step 1: Identify Hazards

The Steering Committee identified the hazards that could significantly impact the City by referencing the City General Plan (2004), and the County of Los Angeles All Hazards Mitigation Plan (2005).

The Steering Committee ranked the hazards based on the probability, magnitude/severity, warning time, and duration.

That analysis yielded the following hazards: earthquakes, floods, wildfires, landslides, dam failures, and windstorms.

Step 2: Profile Hazards

Hazard profiles determine the extent to which each hazard could impact the City. Each hazard profile contains the following information:

- ✓ Background and local conditions
- ✓ Historic frequency and probability of occurrence
- ✓ Severity
- ✓ Historic losses and impacts
- ✓ Designated hazard areas

Other factors considered include potential impact, onset, frequency, hazard duration, cascading effects, and recovery time for each hazard. Using this information, the Steering Committee assessed the relative risk of each hazard ranging from severe risk to no risk. Where applicable, the source(s) of information, data, and maps showing vulnerable areas and relevant community components are provided.

Step 3: Inventory Critical Assets

Once hazards and profiles were established, locations of critical facilities were plotted and analyzed. To estimate losses from each hazard (number of structures, value of structures and number of people), the Steering Committee used local resources; Census data; Hazards U.S.-Multi-Hazard (HAZUS-MH), a Geographic Information System (GIS) risk assessment methodology; and other GIS capabilities.

The inventory of assets shows a range of resources that could be lost or damaged for each hazard such as population, general building stock (residential and commercial), critical facilities (hospitals, police and fire stations, and transportation systems), and utilities.

Step 4: Assess Risks

Estimated losses to structures and their contents, as well as the losses to structure use and function, were identified (as data was available). For the earthquake scenario only, HAZUS was used to estimate the number of deaths and injuries.

Step 5: Vulnerability Analysis of Future Development

This step provides a general description of City facilities and contents in relation to the identified hazards so that mitigation options can be considered in land use planning and future land use decisions. This Mitigation Plan provides comprehensive description of the character of the City of Covina in Section 2: Community Profile. This description includes the geography and environment, population and demographics, land use and development, housing and community development, employment and industry, and transportation and commuting patterns. Analyzing these components of the City of Covina helps to identify potential problem areas and serves as a guide for incorporating the goals and ideas contained in this mitigation plan into other community development plans.

Mitigation Goals

The risk assessment and public input involved a review of past mitigation actions, future goals, and appropriate mitigation strategies. The Steering Committee identified five mitigation goals that summarize the hazard reduction outcome the City wants to achieve:

- ✓ Protect Life and Property
- ✓ Enhance Public Awareness
- ✓ Preserve Natural Systems
- ✓ Encourage Partnerships and Implementation
- ✓ Strengthen Emergency Services

These goals guided the development and implementation of specific mitigation activities. Many of the mitigation objectives and action items come from current programs. Emphasis was placed on the effectiveness of the activities with respect to their estimated cost.

Plan Adoption

The 2004 Mitigation Plan was originally drafted and approved by the City Council on Oct 19, 2004. Although the 2004 adopted plan was submitted to FEMA, approval was never granted. This 2011 Mitigation Plan was reviewed and adopted by the City Council on February 15, 2011. A copy of the City Council Resolution will be placed in Section 11: Planning Process.

Plan Maintenance

Mitigation Planning is an ongoing process involving changes as new hazards occur, as the area develops, and as more is learned about hazards and their impacts. The Steering Committee will monitor changing conditions, help implement mitigation activities, annually review the plan to determine if City goals are being met, and provide an update to Cal EMA and FEMA every five years. In addition, the Steering Committee will review After-Action Reports generated after any disaster that impacts the City, and revise the mitigation plan if needed.

Section 1: Introduction

Why Develop a Mitigation Plan?

As the costs of damage from disasters continue to increase, the City realizes the importance of identifying effective ways to reduce vulnerability to disasters. Mitigation plans assist communities in reducing risk from hazards by identifying resources, information, and strategies for risk reduction, while helping to guide and coordinate mitigation activities throughout the City.

The plan provides a set of action items to reduce risks from hazards through education and outreach programs and to foster the development of partnerships, and implementation of preventative activities such as land use programs that restrict and control development in areas subject to damage from hazards.

The resources and information within the Mitigation Plan:

- ✓ Establish a basis for coordination and collaboration among agencies and the public of City of Covina;
- ✓ Identify and prioritize future mitigation projects; and
- ✓ Assist in meeting the requirements of federal assistance programs.

The Mitigation Plan works in conjunction with other City plans, including the Emergency Operations Plan, General Plan, and Capital Improvement Plan.

The City is vulnerable to earthquakes, floods, wildfires, landslides, dam failures, and windstorms. It is impossible to predict exactly when these disasters will occur, or the extent to which they will affect the City. However, with careful planning and collaboration among public agencies, private sector organizations, and citizens within the community, it is possible to minimize the losses that can result from these natural disasters. As the population of the region continues to increase, the exposure to hazards creates an even higher risk than previously experienced.

Why Plan for Hazards in City of Covina?

Hazards impact residents, businesses, property, the environment, and the economy of City of Covina. These disasters, earthquakes, floods, wildfires, landslides, dam failures, and windstorms, have exposed the City of Covina to the financial and emotional costs of recovery. The risk associated with hazards increases as more people move to areas affected by hazards.

Even in those communities such as Covina that are essentially "built-out" (i.e., have little or no vacant land remaining for development), population density continues to increase when existing lower density residential and non-residential development is replaced with medium and high density residential development projects.

The inevitability of hazards, and the growing population and activity within the City create an urgent need to develop strategies, coordinate resources, and increase public awareness to reduce risk and prevent loss from future hazard events. Identifying the risks posed by hazards, and developing strategies to reduce the impact of a hazard event can assist in protecting life

and property of citizens and communities. Local residents and businesses can work together with the City to create a Mitigation Plan that addresses the potential impacts of hazard events.

Hazard Mitigation Legislation

Relevant hazard mitigation legislation and grants are highlighted below.

Hazard Mitigation Grant Program

In 1974, Congress enacted the Robert T. Stafford Disaster Relief and Emergency Act, commonly referred to as the Stafford Act. In 1988, Congress established the Hazard Mitigation Grant Program (HMGP) via Section 404 of the Stafford Act. Regulations regarding HMGP implementation based on the DMA 2000 were initially changed by an Interim Final Rule (44 CFR Part 206, Subpart N) published in the Federal Register on February 26, 2002. A second Interim Final Rule was issued on October 1, 2002.

The HMGP helps states and local governments implement long-term hazard mitigation measures for natural hazards by providing federal funding following a federal disaster declaration. Eligible applicants include state and local agencies, Indian tribes or other tribal organizations, and certain nonprofit organizations.

In California, the HMGP is administered by Cal EMA. Examples of typical HMGP projects include:

- ✓ Property acquisition and relocation projects
- ✓ Structural retrofitting to minimize damages from earthquake, flood, high wind, wildfire, or other natural hazards
- ✓ Elevation of flood-prone structures
- ✓ Vegetative management programs, such as:
- ✓ Brush control and maintenance
- ✓ Fuel break lines in shrubbery
- ✓ Fire-resistant vegetation in potential wildland fire areas

"Floods and hurricanes happen. The hazard itself is not the disaster – it's our habits, it's how we build and live in those areas...that's the disaster."

Craig Fugate, FEMA Director

Pre-Disaster Mitigation Program

The Pre-Disaster Mitigation Program (PDM) was authorized by §203 of the Stafford Act, 42 United States Code (USC), as amended by §102 of the DMA 2000. Funding is provided through the National Pre-Disaster Mitigation Fund to help state and local governments (including Indian tribal governments) implement cost-effective hazard mitigation activities that complement a comprehensive mitigation program.

In Fiscal Year 2009, two types of grants (planning and competitive) were offered under the PDM Program. Planning grants allocate funds to each state for Mitigation Plan development. Competitive grants distribute funds to states, local governments, and federally recognized Indian tribal governments via a competitive application process. FEMA reviews and ranks the submittals based on pre-determined criteria. The minimum eligibility requirements for

competitive grants include participation in good standing in the National Flood Insurance Program (NFIP) and a FEMA-approved Mitigation Plan. (Source: http://www.fema.gov/fima/pdm.shtm)

Flood Mitigation Assistance Program

The Flood Mitigation Assistance (FMA) Program was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 (42 U.S.C. 4101). Financial support is provided through the National Flood Insurance Fund to help states and communities implement measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the NFIP.

Three types of grants are available under FMA: planning, project, and technical assistance. Planning grants are available to states and communities to prepare Flood Mitigation Plans. NFIP-participating communities with approved Flood Mitigation Plans can apply for project grants to implement measures to reduce flood losses. Technical assistance grants in the amount of 10 percent of the project grant are available to the state for program administration. Communities that receive planning and/or project grants must participate in the NFIP. Examples of eligible projects include elevation, acquisition, and relocation of NFIP-insured structures. (Source: http://www.fema.gov/fima/fma.shtm)

Disaster Mitigation Act of 2000

DMA 2000 (DMA 2000) was signed by President Clinton on October 30, 2000 (Public Law 106-390). Section 322 primarily deals with the development of Mitigation Plans. The Interim Final Rule for planning provisions (44 CFR Part 201) was published in the Federal Register twice: February 26, 2002 and October 1, 2002. The Mitigation Planning requirements are implemented via 44 CFR Part 201.6.

DMA 2000 was designed to establish a national program for pre-disaster mitigation, streamline disaster relief at the federal and state levels, and control federal disaster assistance costs. Congress believed these requirements would produce the following benefits:

- ✓ Reduce loss of life and property, human suffering, economic disruption, and disaster costs.
- ✓ Prioritize hazard mitigation at the local level with increased emphasis on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring critical facilities/services survive a disaster.
- ✓ Promote education and economic incentives to form community-based partnerships and leverage non-federal resources to commit to and implement long-term hazard mitigation activities.

Under DMA 2000 state and local government (each city, county, and special district), and tribal government must develop a Mitigation Plan to be eligible to receive HMGP funds. Every mitigation plan, which must be reviewed by the state and approved by FEMA, should address the following items:

- ✓ Plan Promulgation
- ✓ Planning Process including Public Involvement
- ✓ Hazard Identification and Risk Assessment
- ✓ Mitigation Strategy
- ✓ Plan Implementation and Maintenance Procedures
- ✓ Specific State Requirements

State and Federal Support

While local jurisdictions have primary responsibility for developing and implementing hazard mitigation strategies, they are not alone. Various state and federal partners and resources can help local agencies with mitigation planning.

Cal EMA is the lead agency for mitigation planning support to local governments. In addition, FEMA offers grants, tools, and training.

The Mitigation Plan was prepared in accordance with the following regulations and guidance:

- ✓ DMA 2000 (Public Law 106-390, October 10, 2000)
- ✓ 44 CFR Parts 201 and 206, Mitigation Planning and Hazard Mitigation Grant Program, Interim Final Rule, October 1, 2002
- ✓ 44 CFR Parts 201 and 206, Mitigation Planning and Hazard Mitigation Grant Program, Interim Final Rule, February 26, 2002
- ✓ How-To Guide for Using HAZUS-MH for Risk Assessment, (FEMA 433), February 2004
- ✓ Mitigation Planning "How-to" Series (FEMA 386-1 through 9 available at: http://www.fema.gov/fima/planhowto.shtm)
- ✓ Getting Started: Building Support For Mitigation Planning (FEMA 386-1)
- ✓ Understanding Your Risks: Identifying Hazards and Estimating Losses (FEMA 386-2)
- ✓ Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies (FEMA 386-3)
- ✓ Bringing the Plan to Life: Implementing the Mitigation Plan (FEMA 386-4)
- ✓ Using Benefit-Cost Review in Mitigation Planning (FEMA 386-5)
- ✓ Integrating Historic Property and Cultural Resource Considerations into Mitigation Planning (FEMA 386-6)
- ✓ Integrating Manmade Hazards Into Mitigation Planning (FEMA 386-7)
- ✓ Multi-Jurisdictional Mitigation Planning (FEMA 386-8)
- ✓ Using the Mitigation Plan to Prepare Successful Mitigation Projects (FEMA 386-9)
- ✓ State and Local Plan Interim Criteria Under the DMA 2000, July 11, 2002, FEMA
- ✓ Mitigation Planning Workshop For Local Governments-Instructor Guide, July 2002, FEMA

- ✓ Report on Costs and Benefits of Natural Hazard Mitigation, Document #294, FEMA
- ✓ LHMP Development Guide – Appendix A - Resource, Document, and Tool List for Local Mitigation Planning, December 2, 2003, Cal EMA

Hazards U.S. – Multi-Hazard

In 1997, FEMA developed a standardized model for estimating losses caused by an earthquake. Hazards U.S. (HAZUS) addressed the need for more effective national, state, and local planning and the need to identify areas that face the highest risk and potential for loss.

Hazards U.S. Multi-Hazard (HAZUS-MH) provides models to estimate potential losses from floods (coastal and riverine) and winds (hail, hurricane, tornado, tropical cyclone, and thunderstorm). HAZUS-MH applies engineering and scientific risk calculations developed by hazard and information technology experts to provide defensible damage and loss estimates. This methodology provides a consistent framework for assessing risk across a variety of hazards.

HAZUS-MH uses Geographic Information System technology to produce detailed maps and analytical reports on physical damage to building stock, critical facilities, transportation systems, and utilities.

HAZUS-MH uses Geographic Information System technology to produce detailed maps and analytical reports on physical damage to building stock, critical facilities, transportation systems, and utilities. The damage reports cover induced damage (debris, fire, hazardous material, and inundation) and direct economic and social losses (casualties, shelter requirements, and economic impacts), promoting standardization.

Who Does the Mitigation Plan Affect?

The Mitigation Plan affects the areas within the City of Covina boundaries and City owned facilities and land. This plan provides a framework for planning for natural hazards. The resources and background information in the plan are applicable Citywide and to City-owned facilities outside of the City boundaries, and the goals and recommendations provide groundwork for local mitigation plans and partnerships. Map 1-1: Map of City of Covina shows the regional proximity of the City to its adjoining communities.

Map 1-1: Map of City of Covina
(Source: City of Covina General Plan)

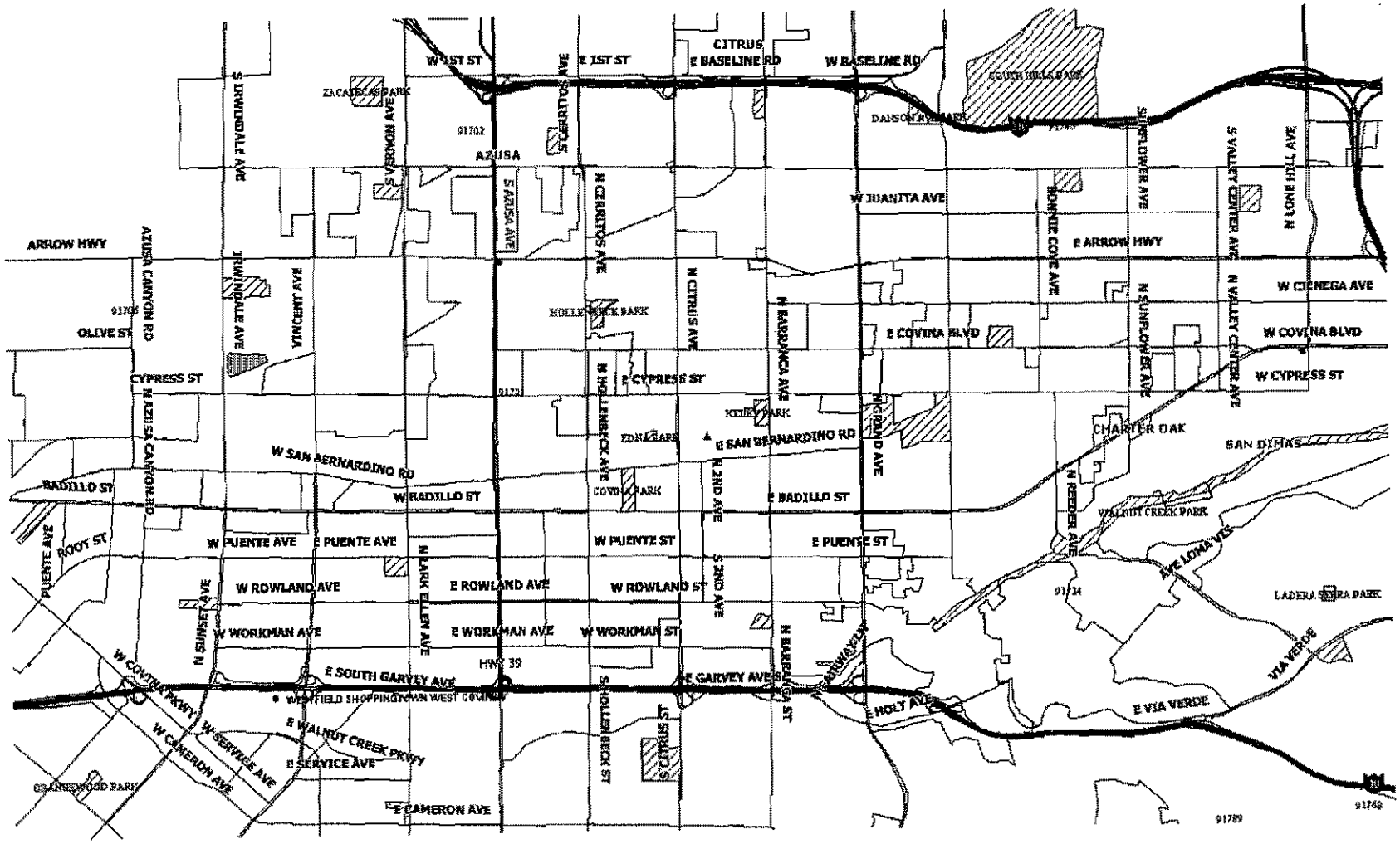


EXHIBIT A

Section 2: Community Profile

Geography and the Environment

The City of Covina is an area of approximately 7 square miles, and is located in eastern Los Angeles County. While the incorporated territory is seven square miles, there are four non-contiguous pockets that make up a three square mile sphere of influence/unincorporated area of Los Angeles County that may be annexed in the future.

The terrain of the city is generally flat, though it contains a hilly enclave in the southeastern sector of the city (Covina Hills). The physiographic area of Covina Hills warrants particular consideration in planning for natural hazards due its topography (in which wild land fires and landslides and mudslides could take place in the hilly area) and hydrology (considering that major flooding could occur around the unimproved portion of Walnut Creek and being located downstream from the major Bonelli Park flood control complex).

The nearest major river is San Gabriel River. This river does not have any potential impact on the City of Covina. Normally this river channel is dry and only carries a significant water flow during a major rain storm. The river channel is part of the County Flood Control District. The channel does not pose any significant threat since its nearest proximity to the City is five miles away.

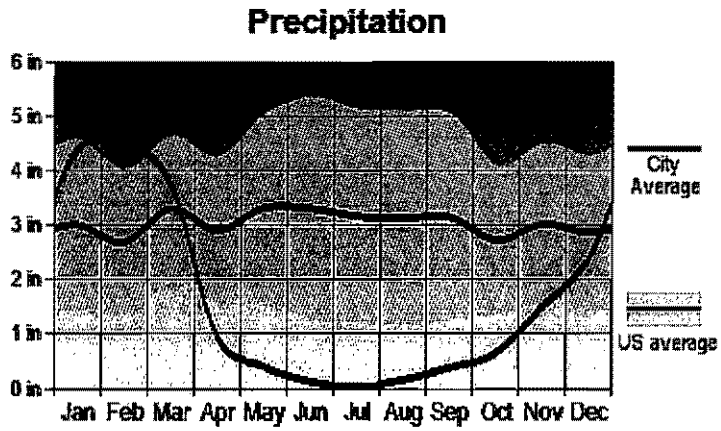
Today Covina is a mature suburban community with a population of 46,837. Located in the eastern San Gabriel Valley of Los Angeles County, the City is served by Interstate 210/Foothill Freeway which runs east to west approximately three miles north of the City. Interstate 10/San Bernardino Freeway runs east to west approximately ¼ mile south of the City. State Highway 57/Orange Freeway runs north to south approximately five miles from the City, providing a connection to Orange County.

The Metrolink commuter rail line serves the city utilizing the Southern Pacific rail tracks running east to west through the center of the city. The Covina Metrolink Station has over 900 boardings and alightings per day on the San Bernardino Line making it one of the most heavily utilized stations. Passenger transportation is also provided by Metropolitan Transit Authority (MTA) and Foothill Transit Bus Lines.

History

The City of Covina is rich in history. Like many communities in the area, the early foundations of the City of Covina can be traced to the establishment of ranchos by the Mexican government prior to California receiving statehood. The Covina Community was actually founded in 1884 when Joseph Swift Phillips recorded the first tract map. The area was originally settled for various agricultural purposes which included grape vineyards, coffee, family orchards, barley strawberries and corn. By 1906 Covina had become the largest shipper of oranges in Los Angeles County. The rise of the citrus industry was the foundation of tremendous growth that the City experienced after the turn of the century. Covina was incorporated as a General Law City in 1901.

Climate



(Source: www.City-Data.com)

Temperatures in the City of Covina range from 68 degrees in the winter months to 88 degrees in the summer months. However the temperatures can vary over a wide range, particularly when the Santa Ana winds blow, bringing higher temperatures and very low humidity. Temperatures occasionally exceed 100 degrees Fahrenheit in the summer months (June-September), and rarely drop below 40 degrees Fahrenheit in the winter months (November-March).

Rainfall in the city averages 18.59 inches of rain per year. However the term "average rainfall is misleading because over the recorded history of rainfall in the City of Covina rain fall amounts have ranged from a low of 4.83 inches in 1984 to a high of 42 inches in 1977 . (Source: *www.city-data.com*)

Furthermore, actual rainfall in the Southern California region tends to fall in large amounts during sporadic and often heavy storms rather than consistently over storms at somewhat regular intervals. In short rainfall in Southern California might be characterized as feast or famine within a single year. Because the metropolitan basin is largely built out, water originating in higher elevation communities can have a sudden impact on adjoining communities that have a lower elevation.

Population and Demographics

According to the 2009 estimates from the California Department of Finance using the 2000 U.S. Census data as a benchmark, the City of Covina has a residential population of about 49,541 in an area of 7 square miles.

The increase of people living and working in City of Covina creates more community exposure, and changes how agencies prepare for and respond to hazards. For example, more people living on the urban fringe can increase risk of fire. Wildfire has an increased chance of starting due to human activities in the urban/rural interface, and has the potential to injure more people and cause more property damage. But an urban/wildland fire is not the only exposure to the City of Covina. In the 1987 publication, Fire Following Earthquake issued by the All Industry Research Advisory Council, Charles Scawthorn explains how a post-earthquake urban conflagration would develop. The conflagration would be started by fires resulting from earthquake damage, but made much worse by the loss of pressure in the fire mains, caused by either lack of electricity to power water pumps, and /or loss of water pressure resulting from broken fire mains. Furthermore, increased density can affect risk. For example, narrower streets are more difficult for emergency service vehicles to navigate, the higher ratio of residents to emergency responders affects response times, and homes located closer together increase the chances of fires spreading.

Additionally, the City of Covina continues to experience growth through in-fill building, which is increasing the population density creating greater service loads on the built infrastructure, including roads, water supply, sewer services and storm drains.

Hazards do not discriminate, but the impacts in terms of vulnerability and the ability to recover vary greatly among the population. According to FEMA, 80% of the disaster burden falls on the public, and within that number, a disproportionate burden is placed upon special needs groups: women, children, minorities, and the poor.

According the 2000 Census figures, the demographic makeup of the City is as follows:

City of Covina (Source: http://www.dof.ca.gov/research/demographic/reports/estimates/e-4/2001-09/)

Racial/Ethnic Group	*Population (%)**
White Non-Hispanic	42.3
Hispanic	40.3
Other	17.2
Black	5
All Other Races	13

* Total can be greater than 100% because Hispanics could be counted in other races

The ethnic and cultural diversity suggests a need to address multi-cultural needs and services.

Vulnerable populations, including seniors, disabled citizens, women, and children, as well as those people living in poverty, may be disproportionately impacted by hazards.

Examining the reach of hazard mitigation policies to special needs populations may assist in increasing access to services and programs. FEMA's Office of Equal Rights addresses this need by suggesting that agencies and organizations planning for natural disasters identify special needs populations, make recovery centers more accessible, and review practices and procedures to remedy any discrimination in relief application or assistance.

The cost of hazards recovery can place an unequal financial responsibility on the general population when only a small proportion may benefit from governmental funds used to rebuild private structures. Discussions about hazards that include local citizen groups, insurance companies, and other public and private sector organizations can help ensure that all members of the population are a part of the decision-making processes.

Land and Development

Development in Southern California from the earliest days was a cycle of boom and bust. The Second World War however dramatically changed that cycle. Military personnel and defense workers came to Southern California to fill the logistical needs created by the war effort. The

available housing was rapidly exhausted and existing commercial centers proved inadequate for the influx of people. Immediately after the war, construction began on the freeway system, and the face of Southern California was forever changed. Home developments and shopping centers sprung up everywhere and within a few decades the urbanized portions of Southern California were virtually built out. This pushed new development further and further away from the urban center.

The City of Covina General Plan (Source: City of Covina General Plan – Land Use Element) provides the framework for the growth and development of the City, including, the use and development of private land, including residential, industrial and commercial areas, as demonstrated in the image below. This Plan is one of the City's most important tools in addressing environmental challenges including transportation and air quality; growth management; conservation of natural resources; clean water and open spaces.

In the City of Covina the demand for housing outstrips the available supply, and the recent low interest rates have further fueled a pent up demand. The Natelson Company, Inc., in their April 2004 "Real Estate Market Study for Covina Town Center Specific Plan" states that Covina can expect, based on conservative assumptions tied to new population growth, to attract approximately 2,300 units over the next 11 years.

The Town Center Specific Plan, expected to be completed in November 2004, provides for higher-density transit-oriented and infill housing in the downtown area, which is expected to contribute to the increase in housing units.

Summary File (SF) 1 (100 per cent data) of the 2000 Census states that there is a total of 16,364 housing units in the City of Covina, of which 9,333, or 58.4%, are owner-occupied, and 6,638, or 41.6%, are renter- occupied. At the time of the census, 393 units, or 2.4%, were reported vacant.

The housing stock in Covina is aging; 70% of Covina's housing structures were built prior to 1970. SF 3 of the 2000 Census, based on sample data, reports the following housing characteristics.

Table 2-1: Housing and Community Development

(Source: 2000 Census)

	Number	Percent
Total Housing Units	16,430	100.00
UNITS IN STRUCTURE:		
1 unit – detached	9,371	57.0
1 unit – attached (townhomes)	1,302	7.9
2 units*	238	1.4
3 or 4 units*	743	4.5
5 to 9 units*	981	6.0
10 to 19 units*	879	5.3
20 or more units*	2,326	14.2
Mobile Home	581	3.5
Boat, RV, Van, etc.	9	0.1

In addition, the 2000 Census reports that there are 602 persons living in group quarters in Covina, of which 279 are institutionalized (247 in nursing homes) and 323 are non-institutionalized.

Average household size increased slightly from 1990 to 2000, from 2.74 persons per household in 1990, to 2.89 persons per household in 2000. Covina's average household size in 2000 was higher than the United States average, which were 2.59. Average family size in Covina, 3.36, is also higher than the United States average of 3.14.

The last five years have seen median home prices in Los Angeles County rise from $184K (1998) to $339K (2003), an increase of 84.2%. Demand for low to medium priced homes continues to be strong. The average price for homes sold in the City of Covina during July 2004 was $386,500, an increase of 40.55% from July 2003.

To address development issues, the Covina Redevelopment Agency (Agency) has engaged in activities that promote the quality of life for the citizens of City of Covina. Activities of the Agency include neighborhood and other public facility improvements, rehabilitation of existing housing, and new housing development.

The Economic Development Commission (ECD) is a subcommittee of the Chamber of Commerce. The EDC is a primarily volunteer group of local business people which provide programs and activities to foster a positive business environment, helping to promote economic prosperity throughout the City. Partial funding for EDC activities is provided by the Agency.

Because Covina's population is less than 50,000, Covina is defined as a non-entitlement city, and therefore cannot participate directly in HUD's Community Development Block Grant (CDBG) program. Instead, the City participates in the CDBG program through partnership in the Los Angeles Urban County, which is directed through the Community Development Commission of Los Angeles County, headquartered in Monterey Park, CA. The federal CDBG program provides funds to address non-housing community development needs. City of Covina's CDBG allocation for fiscal year 2004-2005 is 528,700.

There is an increased concentration of resources and capital in City of Covina. The best indicator of this fact is the increasing per capita personal income in the region since the 1990's. Per capita income is an estimate of total personal income divided by the total population. The following table details information for the City of Covina.

Transportation and Commuting Patterns

City of Covina is the thirty-ninth largest in the Los Angeles Metropolitan Statistical Area (LAMSA). Over the past decade, the LAMSA experienced rapid growth in employment and population. There has been a 13.8% increase in vehicle licensing transactions since 1997, in City of Covina alone.

Private automobiles are the dominant means of transportation in Southern California and in the City of Covina. According to a study done for the San Gabriel Council of Governments (SGVCOG) some 72% of San Gabriel Valley workers drive to work alone. However, the Central Area which includes Azusa, Claremont, Covina, Glendora, La Verne and San Dimas had the largest number of residents (21%) using public transportation to commute to work. This is supported by the statistics cited earlier that indicated that the Covina Metrolink Station has the highest number of boardings and alightings on the San Bernardino Line.

The City of Covina meets its public transportation needs through a mixture of regional transit systems. MTA and Foothill Transit provide bus service to the City of Covina and to the Los Angeles County metropolitan area. In addition to this service, The Southern California Rail Road Authority provides Metrolink passenger train transportation for Covina residents on the Los Angeles – San Bernardino line, also used by the Union Pacific Railroad. Bus lines from the cities of Azusa, Glendora and West Covina also serve commuters at the Covina Metrolink station. The City actively promotes alternative transportation activities and the use of public transportation systems is a key component of its Downtown Specific Plan which is in the implementation stages. The Town Center Specific Plan promotes safe pedestrian routes through the downtown area, linking major destination sites downtown, such as City buildings, the medical center, and the retail and service core along Citrus Avenue. Pedestrian safety features include recommendations for traffic calming. Financing options are being studied, and a federal Bicycle/Pedestrian/Traffic Calming grant, and a Planning Grant to study pedestrian walk-ways is in line to be awarded to the City under TEA 21.

Of the 20,902 workers 16 years and older in the City of Covina, 11.6% work less than ten minutes travel time from their homes. 39.81% travel fifteen to twenty-nine minutes, 33.33% travel thirty to fifty-nine minutes, and 12.94% travel sixty or more minutes to work.

Workers are employed in the field of management and professional occupations, service occupations, sales and office occupations, construction occupations and production, transportation and material moving occupations. Industries include educational, health and social services, (21.3%); manufacturing (13.4%); retail, (12.2%); professional, scientific, management administrative and waste management services (9.3%); finance, insurance, real estate and rental and leasing (7.7%); arts, recreation, entertainment, accommodation and food services (6.5%); construction (6.4%); transportation and warehousing and utilities (6.0%), and public administration (4.8%).

Based on this Census 2000 information, 86.08% of Covina's population works outside of the City. This suggests that a large number of workers in the City live in other communities, and commute in and out of town each day.

Covina is well-situated in the heart of the East San Gabriel Valley, with six major freeways or expressways in the region. To the north, the City is serviced by the Foothill Freeway, Interstate 210, which runs east-west and is approximately three miles north of the City. The San Bernardino Freeway, Interstate 10, runs east to west approximately ¼ miles south of the City. The I-10 includes a car pool lane and bus way from Los Angeles to El Monte. The Orange Freeway (Interstate 57), the Pomona Freeway, Interstate 60, and the Chino Expressway, the 71, are found east of Covina, and the San Gabriel River Freeway (605) is located to the west of the City. These freeways provide excellent access to all of Southern California, and to the Ports of Los Angeles and Long Beach, and to major destinations in the U.S. southwest. The 2002-2003 Economic Overview & Forecast states that "traffic on both the 10 and 60 freeways is growing more congested. In addition, more container trains are moving through the Valley on the Alameda Corridor East. This is having an impact on both quality of life and business efficiency." (p. 5)

The City's 110.5 linear mile road system includes 7.25 miles of principal and 24.37 miles of minor arterial roads. There are 1.35 miles of collector and 77.55 miles of local roads. There are 19 bridges in the city. As daily transit rises, there is an increased risk that a natural hazard

event will disrupt the travel plans of residents across the region, as well as local, regional and national commercial traffic.

Localized flooding can render roads unusable. A severe winter storm has the potential to disrupt the daily driving routine of hundreds of thousands of people. Natural hazards can disrupt automobile traffic and shut down local and regional transit systems.

Approximately two hundred Burlington Northern Santa Fe railway, Metrolink, and AMTRAK trains pass through the County of Los Angeles each day. It is projected that by the year 2010, 265 trains will be entering the County for destinations located around the U.S. including 100 passenger trains and 165 freight trains. By 2025, it is estimated the total number of trains entering the County will increase to 390, 140 passenger and 250 freight. From the west, the railroad enters the County from Los Angeles and separates into two directions. One railway follows and east-west direction to the county of Riverside. The other line follows a southeast direction to the County of San Diego. The railway lines entering the County from Los Angeles originate from the ports of Long Beach and Los Angeles. In year 2000, the two ports handled 9.5 million twenty-foot equivalent units (TEUs) of cargo, by 2020 that number will be 36 million, a 280% increase.

Section 3: Risk Assessment

What is a Risk Assessment?

Conducting a risk assessment can provide information regarding: the location of hazards; the value of existing land and property in hazard locations; and an analysis of risk to life, property, and the environment that may result from natural, technological, and human-caused hazard events. Specifically, the five levels of a risk assessment are as follows:

1. *Hazard Identification*
2. *Profiling Hazard Events*
3. *Vulnerability Assessment/Inventory of Existing Assets*
4. *Risk Analysis*
5. *Assessing Vulnerability/Analyzing Development Trends*

1) Hazard Identification

This section is the description of the geographic extent, potential intensity, and the probability of occurrence of a given hazard. Maps are used in this plan to display hazard identification data. The City of Covina identified six major hazards that affect this geographic area. These hazards – earthquakes, floods, wildfires, landslides, dam failures, and windstorms - were identified through an extensive process involving research of existing documents and input from the Steering Committee. The geographic extent of each of the identified hazards has been identified by the City of Covina utilizing the maps and data contained in the City's General Plan and City's Emergency Operations Plan. Utilizing FEMA's Calculated Priority Risk Index (CPRI) ranking technique, the Steering Committee concluded that all of the identified hazards posed a significant threat against the City. The hazard ranking system is described in Table 3-1: Calculated Priority Risk Index, while the actual ranking is shown in Table 3-2: Calculated Priority Risk Index Ranking.

Table 3-1: Calculated Priority Risk Index
(Source: Federal Emergency Management Agency)

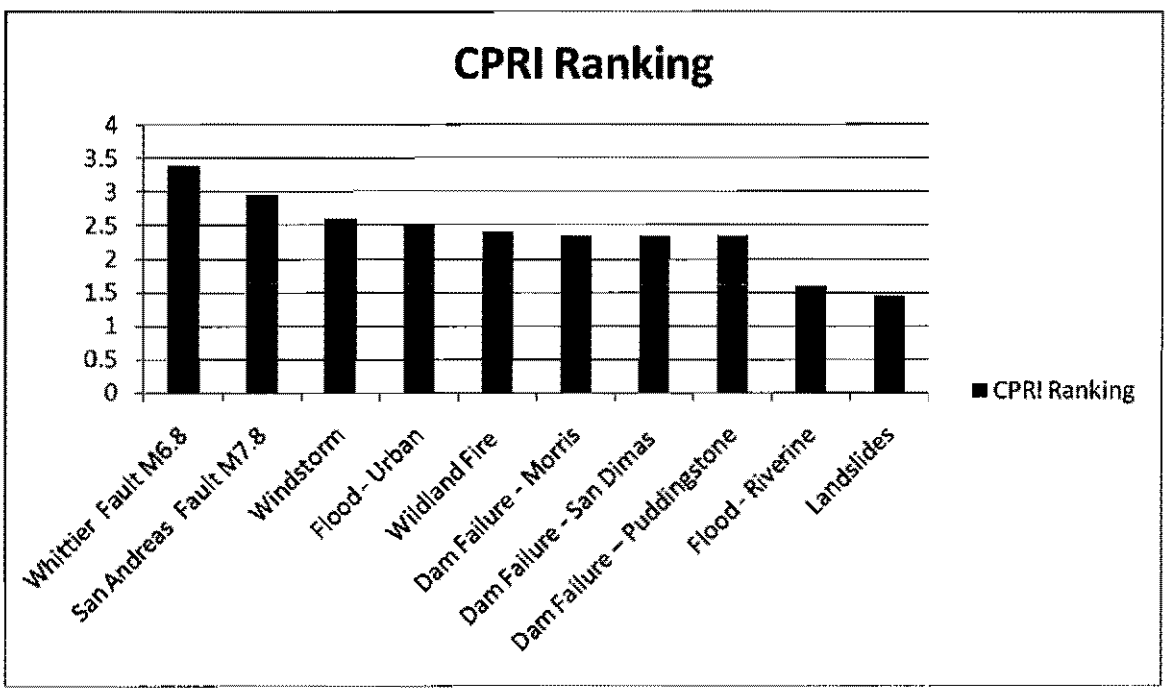
CPRI Category	Degree of Risk Chart			Assigned Weight Factor
	Level ID	Description	Index Value	
Probability	Unlikely	• Extremely rare with no documented history of occurrences or events • Annual probability of less than 0.001.	1	45%
	Possible	• Extremely rare with no documented history of occurrences or events. • Annual probability of between 0.01 and 0.001.	2	
	Likely	• Occasional occurrence with at least two or more documented historic events. • Annual probability of between 0.1 and 0.01.	3	
	Highly Likely	• Frequent events with a well	4	

CPRI Category	Degree of Risk Chart			Assigned Weight Factor
	Level ID	Description	Index Value	
		documented history of occurrence. • Annual probability of greater than 0.1.		
Magnitude / Severity	Negligible	• Negligible property damages (less than 5% of critical and non-critical facilities and infrastructure). • Injuries or illnesses are treatable with first aid and there are not deaths. • Negligible quality of life lost. • Shut down of critical facilities for less than 24 hours.	1	30%
	Limited	• Slight property damages (greater than 5% and less than 25% of critical and non-critical facilities and infrastructures) • Injuries and illnesses do not result in permanent disability and there are no deaths. • Moderate quality of life lost. • Shut down of critical facilities for more than 1 day and less than 1 week.	2	
	Critical	• Moderate property damages (greater than 25% and less than 50% of critical and non-critical facilities and infrastructures) • Injuries or illnesses result in permanent disability and at least one death. • Shut down of critical facilities for more than 1 week and less than 1 month.	3	
	Catastrophic	• Severe property damages (greater than 50% of critical and non-critical facilities and infrastructure). • Injuries or illnesses result in permanent disability and multiple deaths. • Shut down of critical facilities for more than 1 month.	4	
Warning Time	Less than 6 hours	• Population will receive less than 6 hours of warning.	4	15%
	6 to 12 hours	• Population will receive between 6-12 hours of warning.	3	
	12 to 24 hours	• Population will receive between 12-24 hours of warning.	2	
	More than 24 hours	• Population will receive greater than 24 hours of warning.	1	
Duration	Less than 6 hours	• Disaster event will last less than 6 hours.	1	10%
	Less than 24 hours	• Disaster event will last between 6-24 hours.	2	

CPRI Category	Degree of Risk Chart			Assigned Weight Factor
	Level ID	Description	Index Value	
	Less than one week	• Disaster event will last between 24 hours and 1 week.	3	
	More than one week	• Disaster event will last more than 1 week.	4	

Table 3-2: Calculated Priority Risk Index Ranking for City of Covina

Hazard	Probability	Weighted 45% (x.45)	Magnitude Severity	Weighted 30% (x.3)	Warning Time	Weighted 15% (x.15)	Duration	Weighted 10% (x.1)	CPRI Ranking
Whittier Fault M6.8	4	1.8	3	0.9	4	0.6	1	0.1	3.4
San Andreas Fault M7.8	3	1.35	3	0.9	4	0.6	1	0.1	2.95
Windstorm	3	1.35	2	0.6	3	0.45	2	0.2	2.6
Flood - Urban	4	1.8	1	0.3	2	0.3	1	0.1	2.5
Wildland Fire (Southeast corner of City)	2	0.9	2	0.6	4	0.6	3	0.3	2.4
Dam Failure - Morris Reservoir	1	0.45	4	1.2	4	0.6	1	0.1	2.35
Dam Failure - San Dimas Reservoir	1	0.45	4	1.2	4	0.6	1	0.1	2.35
Dam Failure – Puddingstone Dam	1	0.45	4	1.2	4	0.6	1	0.1	2.35
Flood - Riverine	2	0.9	1	0.3	2	0.3	1	0.1	1.6
Landslides	1	0.45	1	0.3	4	0.6	1	0.1	1.45



2) Profiling Hazard Events

This process describes the causes and characteristics of each hazard and what part of the City's facilities, infrastructure, and environment may be vulnerable to each specific hazard. A profile of each hazard discussed in this plan is provided in the Hazard-Specific Analysis

(*Sections 4-9*). Table 3-3 indicates a generalized perspective of the community's vulnerability of the various hazards according to extent (or degree), location, and probability.

Table 3-3: Vulnerability: Location, Extent, and Probability for City of Covina

Hazard	Location (Where)	Extent (How Big an Event)	Probability (How Often)*
Earthquake	Entire Project Area	The Southern California Earthquake Center (SCEC) in 2007 concluded that there is a 99.7 % probability that an earthquake of M6.7 or greater will hit California within 30 years.[1]	Moderate
Flood/Storm	Throughout Project Area	Urban Flooding from Severe Weather	Moderate
Wildfire	Northeastern and Southeastern quadrants of the City	Severe FRAP Ratings	High
Landslide	Throughout the Project Area	Earthquake-induced and rain-induced landslide events possibly impacting dozens of structures.	Moderate
Dam Failure	Throughout Project Area	Morris Reservoir, San Dimas Reservoir, and Puddingstone Dam are all maintained at maximum capacity. A catastrophic failure at any of these facilities would result in extensive flooding over most of the project area.	Low
Windstorm	Entire Project Area	50 miles per hour or greater	Moderate

* Probability is defined as: Low = 1:1,000 years, Moderate = 1:100 years, High = 1:10 years

[1] Uniform California Earthquake Rupture Forecast

3) Vulnerability Assessment/Inventory of Existing Assets

This is a combination of hazard identification with an inventory of the existing (or planned) property development(s) and population(s) exposed to a hazard. Critical facilities are of particular concern because these locations provide essential equipment or provide services to the general public that are necessary to preserve important public safety, emergency response, and/or disaster recovery functions. The critical facilities have been identified and are illustrated in Table 3-5: City of Covina Critical Facilities Vulnerable to Hazards.

4) Risk Analysis

Estimating potential losses involves assessing the damage, injuries, and financial costs likely to be sustained in a geographic area over a given period of time. This level of analysis involves using mathematical models. The two measurable components of risk analysis are magnitude of

the harm that may result and the likelihood of the harm occurring. Describing vulnerability in terms of dollar losses provides the community and the state with a common framework in which to measure the effects of hazards on assets. For each hazard where data was available, quantitative estimates for potential losses have been included in the hazard assessment. Data was not available to make vulnerability determinations in terms of dollar losses for all of the identified hazards. The Mitigation Actions Matrix (Section 10: Mitigation Strategies) includes an action item to conduct such an assessment in the future.

5) Assessing Vulnerability/ Analyzing Development Trends

This step provides a general description of City facilities and contents in relation to the identified hazards so that mitigation options can be considered in land use planning and future land use decisions. This Mitigation Plan provides comprehensive description of the character of the City of Covina in Section 2: Community Profile. This description includes the geography and environment, population and demographics, land use and development, housing and community development, employment and industry, and transportation and commuting patterns. Analyzing these components of the City of Covina can help in identifying potential problem areas and can serve as a guide for incorporating the goals and ideas contained in this mitigation plan into other community development plans.

Hazard assessments are subject to the availability of hazard-specific data. Gathering data for a hazard assessment requires a commitment of resources on the part of participating organizations and agencies. Each hazard-specific section of the plan includes a section on hazard identification using data and information from city, county, state, or federal sources.

Regardless of the data available for hazard assessments, there are numerous strategies the City can take to reduce risk. These strategies are described in the action items detailed in the Mitigation Actions Matrix (Section 10: Mitigation Strategies). Mitigation strategies can further reduce disruption to critical services, reduce the risk to human life, and alleviate damage to personal and public property and infrastructure.

Federal Requirements for Risk Assessment

Federal regulations for local Mitigation Plans (44 C.F.R. Section 201.6(c) (2)) require a risk assessment. This risk assessment requirement is intended to provide information that will help communities to identify and prioritize mitigation activities that will reduce losses from the identified hazards. There are six hazards profiled in the Mitigation Plan, including six. The Federal criteria for risk assessment and information on how the Mitigation Plan meets those criteria are outlined in Table 3-4: Federal Criteria for Risk Assessment below.

Table 3-4: Federal Criteria for Risk Assessment

Section 322 Plan Requirement	How is this addressed?
Identifying Hazards	Each hazard section includes an inventory of the best available data sources that identify hazard areas. To the extent data are available; the existing maps identifying the location of the hazard were utilized. The Executive Summary and the Risk Assessment of the Plan include a list of the hazard maps.

Table 3-4: Federal Criteria for Risk Assessment

Section 322 Plan Requirement	How is this addressed?
Profiling Hazard Events	Each hazard section includes documentation of the history, and causes and characteristics of the hazard in the City.
Assessing Vulnerability: Identifying Assets	Where data is available, the vulnerability assessment for each hazard addressed in the Mitigation Plan includes an inventory of all publicly owned land within hazardous areas. Each hazard section provides information on vulnerable areas within the City. Mitigation actions for each hazard can be found in Section 10: Mitigation Strategies.
Assessing Vulnerability: Estimating Potential Losses	The Risk Assessment identifies key critical facilities that provide services to the City. Assessments have been completed for the hazards addressed in the plan, and quantitative estimates were made for each hazard where data was available.
Assessing Vulnerability: Analyzing Development Trends	The Community Profile of the Plan provides a description of the population trends and transportation patterns.

Critical and Essential Facilities

Facilities critical to government response activities (i.e., life safety and property and environmental protection) include: local government 9-1-1 dispatch centers, local government emergency operations centers, local police and fire stations, local public works facilities, local communications centers, schools (shelters), and hospitals. Also, facilities that, if damaged, could cause serious secondary impacts are also considered "critical". A hazardous materials facility is one example of this type of critical facility.

Essential facilities are those facilities that are vital to the continued delivery of key City services or that may significantly impact the City's ability to recover from the disaster. These facilities include but are not limited to: schools (hosting shelters); buildings such as the jail, law enforcement center, public services building, community corrections center, the courthouse, and juvenile services building and other public facilities.

Table 3-5: City of Covina Critical Facilities Vulnerable to Hazards illustrates the critical facilities and the vulnerability of those facilities to the identified hazards.

Table 3-5: City of Covina Critical Facilities Vulnerable to Hazards

Name of Facility	Earthquake	Flood/Storm	Wildfire	Landslide	Dam Failure	Windstorm
Citrus Valley Medical Center/Inter-Community Campus	X				X	X
City Hall 125 E College Street	X				X	X
Police Department/Primary EOC 444 N. Citrus Avenue	X				X	X
LA County Fire Station 154 401 N. Second Avenue	X				X	X
LA County Fire Station 152 807 W. Cypress Avenue	X				X	X
LA County Fire Station 153 1577 E. Cypress Avenue	X				X	X
City Yard/ Secondary EOC 534 N. Barranca Avenue	X				X	X
Hollenbeck Park/Offices 1250 N. Hollenbeck Avenue	X				X	X
Metrolink Station 600 N. Citrus Avenue	X				X	X

Map 3-1: Critical Facilities in the City of Covina

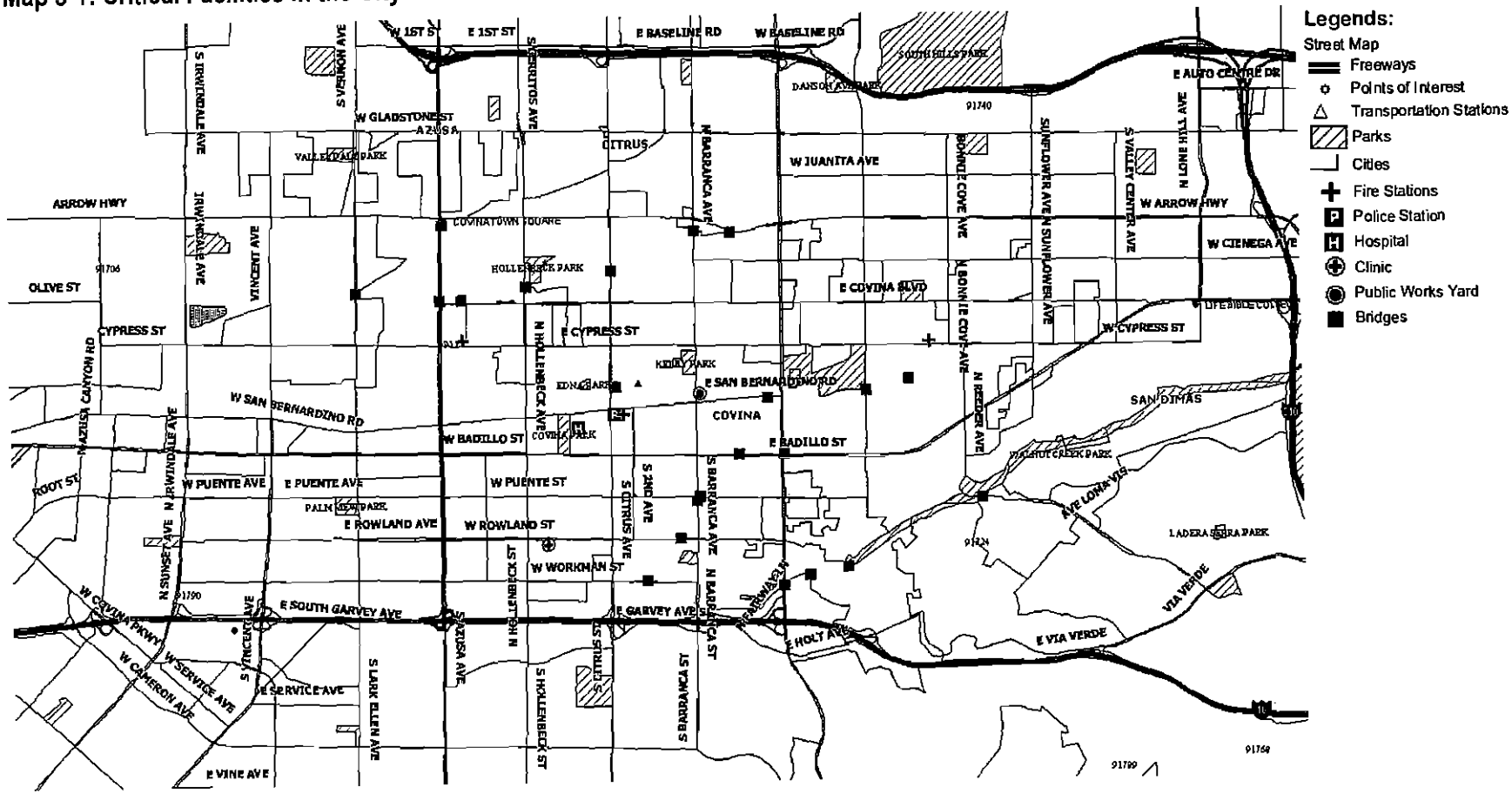


EXHIBIT A

Map 3-2: Essential Facilities in the City of Covina

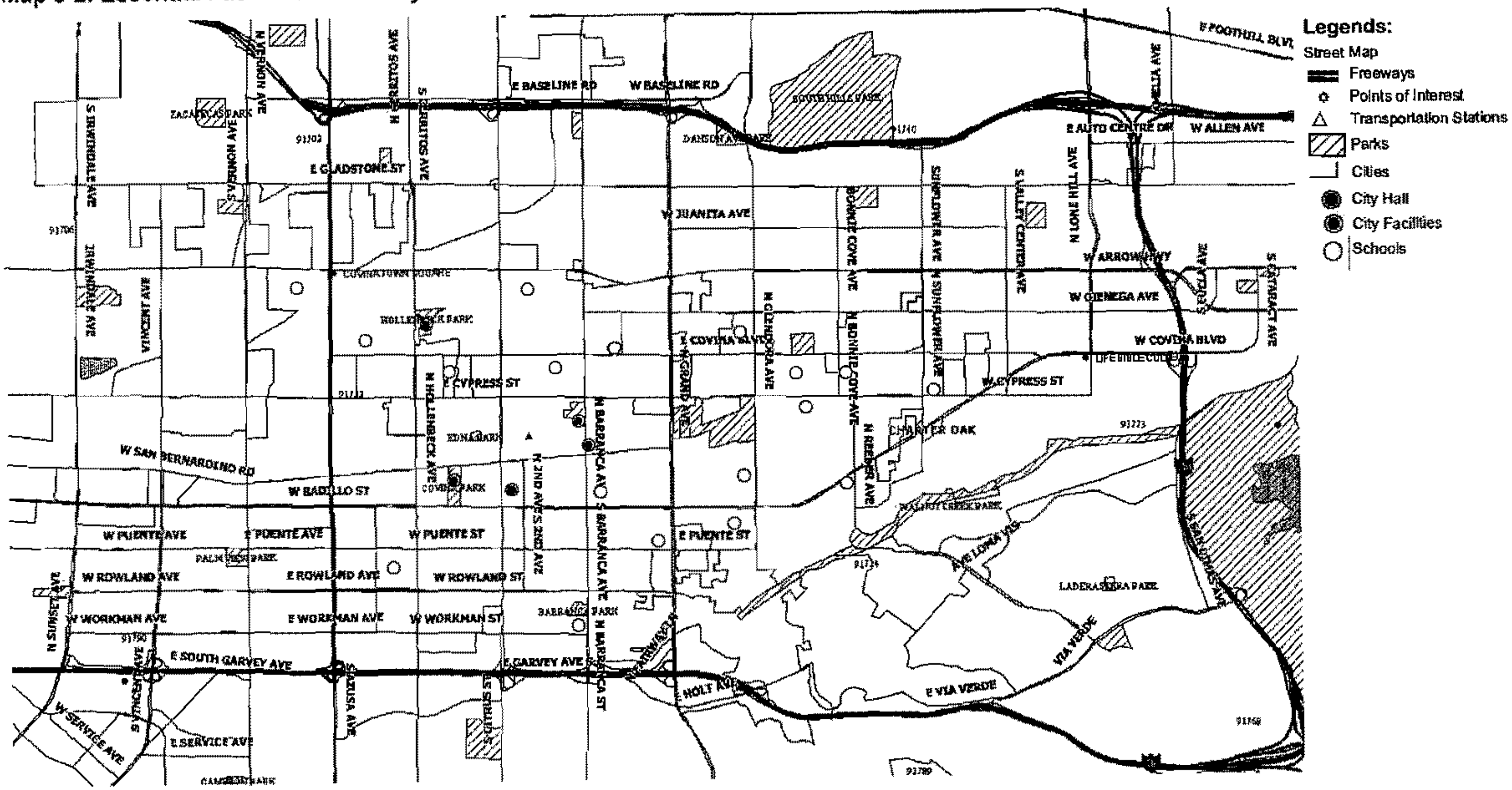
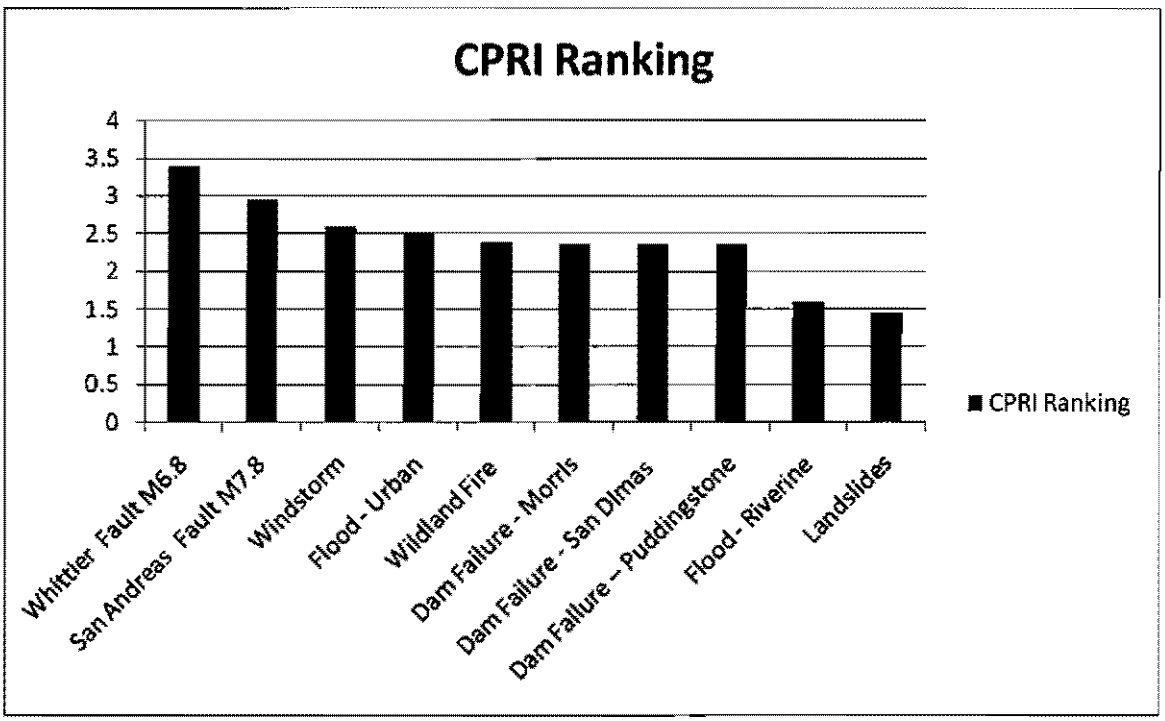


EXHIBIT A

Summary

Hazard mitigation strategies can reduce the impacts concentrated at large employment and industrial centers, public infrastructure, and critical facilities. Hazard mitigation for industries and employers may include developing relationships with emergency management services and their employees before disaster strikes, and establishing mitigation strategies together. Collaboration among the public and private sector to create mitigation plans and actions can reduce the impacts of hazards.

Section 4: Earthquake Hazards



Calculated Priority Risk Index (CPRI) for the San Andreas Fault M7.8	
Probability:	Likely
Magnitude/Severity:	Critical
Warning Time:	Less than 6 hours
Duration:	Less than 6 hours

Calculated Priority Risk Index (CPRI) for the Whittier Fault M6.8	
Probability:	Highly Likely
Magnitude/Severity:	Critical
Warning Time:	Less than 6 hours
Duration:	Less than 6 hours

Why Are Earthquakes a Threat to the City of Covina?

Earthquake losses typically include structural damage to private and public structures, such as homes, businesses, roads, and bridges. Structural damage can cause thousands of dollars in losses for residents, business owners, and the City. The City of Covina has never been severely impacted by an earthquake.

Earthquake Characteristics

Earthquakes are considered a major threat to the City of Covina due to the proximity of several fault zones, notably including the Whittier-Elsinore Fault and the San Andreas Fault Zone. A

recent Southern California Earthquake Center (SCEC) report (SCEC, 1995) indicated that the probability of an earthquake of Magnitude 7 or larger in southern California before the year 2024 is 80 to 90%. A significant earthquake along one of the major faults could cause substantial casualties, extensive damage to buildings, roads and bridges, fires, and other threats to life and property. The effects could be aggravated by aftershocks and by secondary effects such as fire, landslides and dam failure. A major earthquake could be catastrophic in its effect on the population, and could exceed the response capability of the local communities and even the State.

Regulatory Background

The State regulates development within California to reduce or mitigate potential hazards from earthquakes or other geologic hazards. Development in potentially seismically active areas is also governed by the Alquist-Priolo Earthquake Fault Zoning Act and the Seismic Hazards Mapping Act.

Chapter 16A, Division IV of the California Building Code (CBC), titled "Earthquake Design." states that "The purpose of the earthquake provisions herein is primarily to safeguard against major structural failures or loss of life." The CBC and the Uniform Building Code (UBC) regulate the design and construction of excavations, foundations, building frames, retaining walls, and other building elements to mitigate the effects of seismic shaking and adverse soil conditions. The procedures and limitations for the design of structures are based on site characteristics, occupancy type, configuration, structural system, height, and seismic zonation. Seismic zones are mapped areas (Figure 16A-2 of the CBC and Figure 16-2 of the UBC) that are based on proximity to known active faults and the potential for future earthquakes and intensity of seismic shaking. Seismic zones range from 0 to 4, with areas mapped as Zone 4 being potentially subject to the highest accelerations due to seismic shaking and the shortest recurrence intervals.

The 1933 Long Beach Earthquake resulted in the Field Act, affecting school construction. The 1971 Sylmar Earthquake brought another set of increased structural standards. Similar re-evaluations occurred after the 1989 Loma Prieta Earthquake and 1994 Northridge Earthquake. These code changes have resulted in stronger and more earthquake resistant structures.

The purpose of the Alquist-Priolo Earthquake Fault Zoning Act of 1972 (renamed in 1994) is "to regulate development near active faults so as to mitigate the hazard of surface fault rupture." The State Geologist (chief of the Division of Mines and Geology) is required to delineate Earthquake Fault Zones (formerly known as "Special Studies Zones") along known active faults. As defined by the California Division of Mines and Geology (DMG), an active fault is one which has had surface displacement within Holocene time (roughly the last 11,000 years) and/or has an instrumental record of seismic activity. Potentially active faults are those which show evidence of surface displacement during Quaternary time (roughly the last 2 million years), but for which evidence of Holocene movement has not been established. The DMG evaluates faults on an individual basis to determine if a fault will be classified as an Alquist-Prioto Earthquake Fault Zone. In general, faults must meet certain DMG criteria, including seismic activity, historic rupture, and geologic evidence to be zoned as an Earthquake Fault Zone. Cities and counties affected by the zones must regulate certain development within the zones. They must withhold development permits for sites within the zones until geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting.

Typically, structures for human occupancy are not allowed within 50 feet of the trace of an active fault.

The Seismic Hazard Mapping Act was adopted in 1990 for the purpose of protecting public safety from the effects of strong ground shaking, liquefaction, landslides, or other ground failure caused by earthquakes. The Seismic Hazard Mapping Act requires that the State Geologist delineate the various seismic hazard zones. Cities, counties, or other permitting authorities are required to regulate certain development projects within the zones. They must withhold development permits for a site within a zone until the geologic conditions are investigated and appropriate mitigation measures, if any, are incorporated into the development plans. In addition, sellers (and their agents) of real property within a mapped hazard zone must disclose that the property lies within such a zone at the time of sale.

Other Significant Geologic Features

The major faults that have the potential to affect the greater Covina region are the:

- ✓ San Andreas Fault (runs north the City of Covina)
- ✓ Whittier-Elsinore Fault (10 miles to the southwest)
- ✓ Norwalk Fault (20 miles to the southwest)
- ✓ Raymond Fault (15 miles to the northwest)
- ✓ Newport-Inglewood Fault (runs south of the City of Covina)
- ✓ Palos Verdes Fault (runs south of the City of Covina)
- ✓ Whittier-Elsinore Fault (runs south of the City of Covina)

Southern California has a history of powerful and relatively frequent earthquakes, dating back to the powerful magnitude 8.0+ 1857 San Andreas Earthquake which did substantial damage to the relatively few buildings that existed at the time.

Paleoseismological research indicates that large magnitude (8.0+) earthquakes occur on the San Andreas Fault at intervals between 45 and 332 years with an average interval of 140 years. Other lesser faults have also caused very damaging earthquakes since 1857. Notable earthquakes include the 1933 Long Beach Earthquake, the 1971 San Fernando Earthquake, the 1987 Whittier Earthquake and the 1994 Northridge Earthquake.

In addition, many areas in Southern California have sandy soils that are subject to liquefaction. The City of Covina has potential landslide and liquefaction zones located throughout the city as discussed in Section 4: Earthquake.

Following major earthquakes, extensive search and rescue operations may be required to assist trapped or injured persons. Emergency medical care, food and temporary shelter would be required for injured or displaced persons. In the event of a truly catastrophic earthquake, identification and burial of the dead would pose difficult problems. Mass evacuation may be essential to save lives, particularly in areas below dams. Many families could be separated, particularly if the earthquake should occur during working hours, and a personal inquiry or locator system would be essential to maintain morale.

Emergency operations could be seriously hampered by the loss of communications and damage to transportation routes within, and to and from, the disaster area and by the disruption of public utilities and services.

Extensive federal assistance could be required and could continue for an extended period. Efforts would be required to remove debris and clear roadways, demolish unsafe structures, assist in reestablishing public services and utilities, and provide continuing care and welfare for the affected population, including temporary housing for displaced persons.

In general, the population is less at risk during non-work hours (if at home) as wood-frame structures are relatively less vulnerable to major structural damage than are typical commercial and industrial buildings. Transportation problems are intensified if an earthquake occurs during work hours, as significant numbers of employees would be stranded in the City. An earthquake occurring during work hours would clearly create major transportation problems for those displaced workers.

The City of Covina lies within a metropolitan area that has historically been seismically active. Faults are prevalent throughout California and are commonly classified as either "active" or "potentially active." An active fault is a break that has moved in recent geologic time (the last 11,000 years) and that is likely to move within the next approximately 100 years. Active faults are the primary focus of concern in attempting to prevent earthquake hazards. A potentially active fault is one that has shifted but not in the recent geologic period (or, between 11,000 and 3,000,000 years ago) and is therefore considered dormant or unlikely to move in the future.

California has a long history of seismic events and is probably best known for the San Andreas Fault, a 400 mile long fault running from the Mexican border to a point offshore, west of San Francisco.

No active faults have been identified within or adjacent to the boundaries of the Covina Planning Area, which, most importantly, indicates that the community does not fall under either the State Earthquake Fault Zoning Act or the State Hazards Mapping Act. These Acts basically require that local governments, in the general plan update process, adopt policies and criteria to ensure the structural adequacy of buildings erected across active faults for human occupancy. In some cases, the development of structures must be prohibited. Verification that the above Acts do not pertain to Covina was obtained through correspondence with the State Department of Conservation and is on file with the City Planning Division.

According to the Technical Appendix of the City of Covina's General Plan, there are two potentially active earthquake faults that pass through Covina, therefore indicating, that they would not pose a significant seismic threat or hazard to the community. The two faults are: 1) the Indian Hill Fault, which runs through a portion of the northeastern section of the City and 2) the Walnut Creek Fault, which traverses southeastern Covina along Walnut Creek. Nevertheless, because below-described hazards could theoretically occur, the City will take note of and monitor these fault systems with respect to future development and planning matters, to the greatest extent possible.

Despite the fact that Covina faces limited threats from interior seismicity, there are a number of active faults in southern California that could potentially move and thus result in hazards to the community. The Technical Appendix describes these faults in detail, including their distances

from Covina, lengths, maximum (Richter Scale) magnitudes of historical quakes, and maximum probable earthquake (again, Richter Scale) magnitudes that could be expected. Noteworthy, relevant information is summarized below.

The closest active faults to Covina are the Sierra Madre and Duarte and Lower Duarte Faults, which are approximately between 2 and 4 miles north of the City. This fault zone is believed to have moved during the 1971 San Fernando earthquake, which reached a magnitude of 6.4. In addition, a segment of the well-known San Andreas Fault, the portion of which runs between San Bernardino City and Parkfield (southeast Monterey County) and is considered most capable of generating a large earthquake upsetting Covina as well as the surrounding region, lies only about 20 miles northeast of the City. Geologic evidence suggests that the San Andreas Fault has a 50 percent chance of producing a magnitude 7.5 to 8.5 quake (comparable to the great San Francisco earthquake of 1906) within the next 30 years. The other active faults closest to or within 20 miles of Covina include the Whittier-Elsinore Fault (10 miles to the southwest), the Norwalk Fault (20 miles to the southwest), and the Raymond Fault (15 miles to the northwest). A significant earthquake originating along any of these or other regional faults could cause damage to buildings and infrastructure as well as injuries and fatalities in Covina.

The above-noted earthquake-related potential problems or disturbances pertaining to Covina would actually occur as a result of primary and secondary effects or hazards associated with subsurface movement, such as ground shaking and ground failure, which are discussed in the following section. Generally, in a community like Covina, where there are no active faults, the probable extent of hazards related to crustal movement in adjacent or outlying areas would be a function of the City's geologic, soil, and topographic conditions. Most of Covina is located in the relatively flat San Gabriel alluvial fan, which is comprised of relatively deep sedimentary deposits derived from rocks exposed in the northerly San Gabriel Mountains. Geologic hazards under these conditions are limited to ground shaking. However, the southeastern portion of Covina (comprised primarily of residential properties) tends to be hilly and is underlain with thinner alluvium and bedrock, which, in certain sections, may be prone to ground failure, including landslides (Source: City of Covina General Plan, Safety Element).

In addition to the loss of production capabilities, the economic impact on the City from a major earthquake would be considerable in terms of loss of employment and loss of tax base. Also, a major earthquake could cause serious damage and/or outage to computer facilities. The loss of such facilities could curtail or seriously disrupt the operations of banks, insurance companies, and other elements of the financial community. In turn, this could affect the ability of local government, business and the population to make payments and purchases.

The most recent significant earthquake event affecting Southern California was the January 17th 1994 Northridge Earthquake. At 4:31 A.M. on Monday, January 17, a moderate but very damaging earthquake with a magnitude of 6.7 struck the San Fernando Valley. In the following days and weeks, thousands of aftershocks occurred, causing additional damage to affected structures.

Fifty-Seven people were killed and more than 1,500 people seriously injured. For days afterward, thousands of homes and businesses were without electricity; tens of thousands had no gas; and nearly 50,000 had little or no water. Approximately 15,000 structures were moderately to severely damaged, which left thousands of people temporarily homeless; 66,500 buildings were inspected. Nearly 4,000 were severely damaged and over 11,000 were moderately damaged. Several collapsed bridges and overpasses created commuter havoc on

the freeway system. Extensive damage was caused by ground shaking, but earthquake triggered liquefaction and dozens of fires also caused additional severe damage. This extremely strong ground motion in large portions of Los Angeles County resulted in record economic losses.

However, the earthquake occurred early in the morning on a holiday. This circumstance considerably reduced the potential effects. Many collapsed buildings were unoccupied, and most businesses were not yet open.

Historical and geological records show that California has a long history of seismic events. Southern California is probably best known for the San Andreas Fault, a 400 mile long fault running from the Mexican border to a point offshore, west of San Francisco. "Geologic studies show that over the past 1,400 to 1,500 years large earthquakes have occurred at about 130 year intervals on the Southern San Andreas Fault. As the last large earthquake on the Southern San Andreas occurred in 1857, that section of the fault is considered a likely location for an earthquake within the next few decades."

When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter.

The San Andreas is only one of dozens of known earthquake faults that crisscross Southern California. Some of the better known faults include the Newport-Inglewood, Whittier, Chatsworth, Elsinore, Hollywood, Los Alamitos, Puente Hills, and Palos Verdes Faults. Beyond the known faults, there are a potentially large number of "blind" faults that underlie the surface of Southern California. One such blind fault was involved in the October 1987 Whittier Narrows Earthquake.

Although the most famous of the faults, the San Andreas, is capable of producing an earthquake with a moment magnitude of greater than 8, some of the "lesser" faults have the potential to inflict greater damage on the urban core of Southern California.

For decades, partnerships have flourished between the USGS, Cal Tech, the California Geological Survey and universities to share research and educational efforts with Californians. Tremendous earthquake mapping and mitigation efforts have been made in California in the past two decades, and public awareness has risen remarkably during this time. Major federal, state, and local government agencies and private organizations support earthquake risk reduction, and have made significant contributions in reducing the adverse impacts of earthquakes. Despite the progress, the majority of California communities remain unprepared because there is a general lack of understanding regarding earthquake hazards among Californians.

Measuring and Describing Earthquakes

An earthquake is a sudden motion or trembling that is caused by a release of strain accumulated within or along the edge of the Earth's tectonic plates. The effects of an earthquake can be felt far beyond the site of its occurrence. They usually occur without warning and, after just a few seconds, can cause massive damage and extensive casualties. Common effects of earthquakes are ground motion and shaking, surface fault ruptures, and ground failure. Ground motion is the vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the

causative fault or epicenter. Soft soils can further amplify ground motions. The severity of these effects is dependent on the amount of energy released from the fault or epicenter. One way to express an earthquake's severity is to compare its acceleration to the normal acceleration due to gravity. The acceleration due to gravity is often called "g". A ground motion with a peak ground acceleration of 100%g is very severe. Peak Ground Acceleration (PGA) is a measure of the strength of ground motion. PGA is used to project the risk of damage from future earthquakes by showing earthquake ground motions that have a specified probability (10%, 5%, or 2%) of being exceeded in 50 years. These ground motion values are used for reference in construction design for earthquake resistance. The ground motion values can also be used to assess relative hazard between sites, when making economic and safety decisions.

Another tool used to describe earthquake intensity is the Magnitude Scale. The Magnitude Scale is sometimes referred to as the Richter Scale. The two are similar but not exactly the same. The Magnitude Scale was devised as a means of rating earthquake strength and is an indirect measure of seismic energy released. The Scale is logarithmic with each one-point increase corresponding to a 10-fold increase in the amplitude of the seismic shock waves generated by the earthquake. In terms of actual energy released, however, each one-point increase on the Richter scale corresponds to about a 32-fold increase in energy released. Therefore, a Magnitude 7 (M7) earthquake is 100 times (10 X 10) more powerful than a M5 earthquake and releases 1,024 times (32 X 32) the energy.

An earthquake generates different types of seismic shock waves that travel outward from the focus or point of rupture on a fault. Seismic waves that travel through the earth's crust are called body waves and are divided into primary (P) and secondary (S) waves. Because P waves move faster (1.7 times) than S waves, they arrive at the seismograph first. By measuring the time delay between arrival of the P and S waves and knowing the distance to the epicenter, seismologists can compute the magnitude for the earthquake.

The duration of an earthquake is related to its magnitude but not in a perfectly strict sense. There are two ways to think about the duration of an earthquake. The first is the length of time it takes for the fault to rupture and the second is the length of time shaking is felt at any given point (e.g. when someone says "I felt it shake for 10 seconds" they are making a statement about the duration of shaking). (Source: www.usgs.gov)

The Modified Mercalli Scale (MMI) is another means for rating earthquakes, but one that attempts to quantify intensity of ground shaking. Intensity under this scale is a function of distance from the epicenter (the closer to the epicenter the greater the intensity), ground acceleration, duration of ground shaking, and degree of structural damage. This rates the level of severity of an earthquake by the amount of damage and perceived shaking (Table 4-3: Modified Mercalli Intensity Scale).

Table 4-3: Modified Mercalli Intensity Scale

MMI Value	Description of Shaking Severity	Summary Damage Description Used on 1995 Maps	Full Description
I			Not Felt
II			Felt by persons at rest, on upper floors, or favorably placed.
III			Felt indoors. Hanging objects swing. Vibration like passing of light trucks. Duration estimated. May not be recognized as an earthquake.
IV			Hanging objects swing. Vibration like passing of heavy trucks; or sensation of a jolt like a heavy ball striking the walls. Standing motorcars rock. Windows, dishes, doors rattle. In the upper range of IV, wooden walls and frame creak.
V	Light	Pictures Move	Felt outdoors; direction estimated. Sleepers wakened. Liquids disturbed, some spilled. Small unstable objects displaced or upset. Doors swing, close, open. Shutters, pictures move. Pendulum clock stop, start, change rate.
VI	Moderate	Objects Fall	Felt by all. Many frightened and run outdoors. Persons walk unsteadily. Windows, dishes, glassware broken. Knickknacks, books, etc., off shelves. Pictures off walls. Furniture moved or overturned. Weak plaster and masonry D cracked.
VII	Strong	Nonstructural Damage	Difficult to stand. Noticed by drivers of motorcars. Hanging objects quiver. Furniture broken. Damage to masonry, including cracks. Weak chimneys broken at roofline. Fall of plaster, loose bricks, stones, tiles, cornices. Some cracks in masonry C. Small slides and caving in along sand or gravel banks. Concrete irrigation ditches damaged.
VIII	Very Strong	Moderate Damage	Steering of motorcars affected. Damage to masonry C, partial collapse. Some damage to masonry B; none to masonry A. Fall of stucco and some masonry walls. Twisting, fall of chimneys, factory stacks, monuments, towers, and elevated tanks. Frame houses moved on foundations if not bolted down; loose panel walls thrown out. Cracks in wet ground and on steep slopes.
IX	Very Violent	Extreme Damage	Most masonry and frame structures destroyed with their foundations. Some well-built wooden structures and bridges destroyed. Serious damage to dams, dikes, embankments. Large landslides. Water thrown on banks of canals, rivers, lakes, etc. Sand and mud shifted horizontally on beaches and flat land.
X			Rails bent greatly. Underground pipelines completely out of services.
XII			Damage nearly total. Large rock masses displaced. Lines of sight and level distorted. Objects thrown into air.

Historic Earthquakes in Southern California

Since seismologists started recording and measuring earthquakes, there have been tens of thousands of recorded earthquakes in Southern California, most with a magnitude below three. No community in Southern California is beyond the reach of a damaging earthquake. Table 4-1:

Earthquake Events in the Southern California Region describes the historical earthquake events that have affected Southern California.

Table 4-1: Earthquake Events in the Southern California Region Magnitude (5.0 or Greater) (Source: http://www.usgs.gov/)

1769	Los Angeles Basin	1916	Tejon Pass Region	2005 Off the coast of Northern California
1800	San Diego Region	1918	San Jacinto	2007 Offshore Northern California
1812	Wrightwood	1925	Santa Barbara	2007 San Francisco Bay Area
1812	Santa Barbara Channel	1933	Long Beach	2008 Willow Creek
1827	Los Angeles Region	1941	Carpenteria	2008 Chino Hills
1855	Los Angeles Region	1954	West of Wheeler Ridge	2009 Calexico/Mexicali
1857	Great Fort Tejon	1971	San Fernando	2010 Mexicali/Calexico
1858	San Bernardino Region	1973	Point Mugu	2010 Ocotillo
1862	Old Town San Diego	1986	Coastal San Diego	2010 Borrego Springs
1892 Fault	San Jacinto / Elsinore	1986	North Palm Springs	
1893	Pico Canyon	1987	Whittier Narrows	
1894	Lytle Creek Region	1992	Landers	
1894	East of San Diego	1992	Big Bear	
1899	Lytle Creek Region	1994	Northridge	
1899	San Jacinto and Hemet	1999	Hector Mine	
1907	San Bernardino Region	2005	Southern California	
1910	Glen Ivy Hot Springs	2005	Off the coast of Northern California	

Historically, the City of Covina has generally been spared a major destructive earthquake. However, based on a search of earthquake databases of the United States Geological Survey (USGS) - National Earthquake Information Center (NEIC), several major earthquakes (Magnitude 6.0 or more) have been recorded within approximately 100 kilometers of the project area since 1769. Table 4-2: Historical Earthquakes near Covina summarizes the approximate magnitude and distance to these seismic events.

Table 4-2: Historical Earthquakes near Covina
(Source: http://earthquake.usgs.gov/regional/sca/ca_eqs.php)

Date	Location	Maximum Magnitude (M)*	Approximate Epicenter Distance miles (km)
7/28/1769	Los Angeles Basin	6.0	10 (16)
11/22/1800	San Diego Region	6.5	52 (84)
12J8/1812	Wrightwood	7.0	41 (66)
7/11/1855	Los Angeles Region	6.0	40 (64)
12/16/1858	San Bernardino Region	6.0	23 (37)
7/30/1894	Lytle Creek Region	6.0	37 (60)
4/21/l918	San Jacinto	6.9	43 (69)
7/23/1923	San Bernardino Region	6.0	56 (90)
3/11/1933	Long Beach	6.3	16 (26)
2/9/1971	San Fernando	6.5	51(82)
10/1/1987	Whittier Narrows	5.8	20(32)
1/17/1994	Northridge	6.7	45(72)

* Magnitudes listed are "summary magnitudes". Prior to 1898, these are adjusted intensity magnitudes and after 1898, are surface wave magnitudes (www.pasadena.wr.usgs.gov).

To better understand the earthquake hazard, the scientific community has looked at historical records and accelerated research on those faults that are the sources of the earthquakes occurring in the Southern California region. Historical earthquake records can generally be divided into records of the pre-instrumental period and the instrumental period. In the absence of instrumentation, the detection of earthquakes are based on observations and felt reports, and are dependent upon population density and distribution. Since California was sparsely populated in the 1800s, the detection of pre-instrumental earthquakes is relatively difficult. However, two very large earthquakes, the Fort Tejon in 1857 (M7.9) and the Owens Valley in 1872 (M7.6) are evidence of the tremendously damaging potential of earthquakes in Southern California. In more recent times two M7.3 earthquakes struck Southern California, in Kern County (1952) and Landers (1992).

The damage from these four large earthquakes was limited because they occurred in areas which were sparsely populated at the time they happened. The seismic risk is much more severe today than in the past because the population at risk is in the millions, rather than a few hundred or a few thousand persons.

A major earthquake could disrupt, damage, or destroy computer facilities, which could curtail the operations of banks, insurance companies, and other elements of the financial community for several days or weeks.

Impact of Earthquakes in the City of Covina

Based on the risk assessment, it is evident that earthquakes will continue to have potentially devastating economic impacts to certain areas of the city. Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life;
- ✓ Commercial and residential structural damage;
- ✓ Disruption of and damage to public infrastructure;
- ✓ Secondary health hazards e.g. mold and mildew;
- ✓ Damage to roads/bridges resulting in loss of mobility;
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community;
- ✓ Negative impact on commercial and residential property values; and
- ✓ Significant disruption to students and teachers as temporary facilities and relocations would likely be needed.

Severity

A major earthquake occurring in or near Covina could cause many deaths and injuries, extensive property damage, fires, hazardous material spills, and other dangers. Aftershocks and the secondary effects of fire, hazardous material/chemical accidents, and possible failure of dams and waterways could aggravate the situation.

The time of day and season of the year would have a profound impact on the number of dead and injured and the amount of property damage. Such an earthquake could exceed the response capabilities of the individual cities, Los Angeles County Operational Area, and the State of California Emergency Management Agency. Support of damage control and disaster relief could be required from other local governments and private organizations, as well as the state and federal governments.

Extensive search and rescue operations could be required to assist trapped persons. Mass evacuation could be essential to save lives, particularly in areas downwind from hazardous material releases. Emergency medical care, food, and temporary shelter could be required by injured or displaced persons.

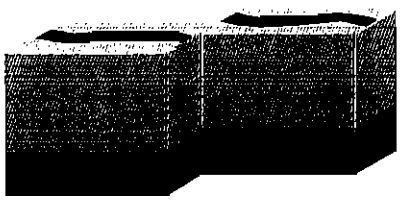
Many families could be separated, particularly if the earthquake occurs during working hours. A personal inquiry or locator system could be essential to maintain morale. Emergency operations could be seriously hampered by a loss of communications, damage to transportation routes, and/or disruption of public utilities and services.

The economic impact on the City could be considerable in terms of lost employment and lost tax base. A major earthquake could disrupt, damage, or destroy computer facilities, which could curtail the operations of banks, insurance companies, and other elements of the financial community for several days or weeks. This could affect the ability of local government, business, and residents to make payments and purchases. (Source: California Division of Mines and Geology, Special Publication 60, *Earthquake Planning Scenario for a Magnitude 8.3 Earthquake on the San Andreas Fault in Southern California,* 1982.)

Causes of Earthquakes in Southern California

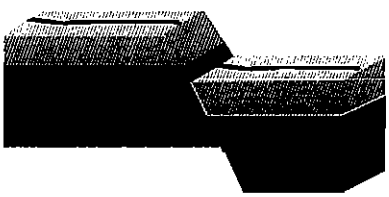
Earthquake Faults

A fault is a fracture along between blocks of the earth's crust where either side moves relative to the other along a parallel plane to the fracture.



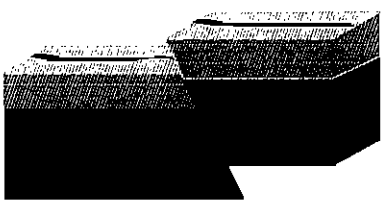
Strike-slip Faults

Strike-slip faults are vertical or almost vertical rifts where the earth's plates move mostly horizontally. From the observer's perspective, if the opposite block looking across the fault moves to the right, the slip style is called a right lateral fault; if the block moves left, the shift is called a left lateral fault.



Dip-slip Faults

Dip-slip faults are slanted fractures where the blocks mostly shift vertically. If the earth above an inclined fault moves down, the fault is called a normal fault, but when the rock above the fault moves up, the fault is called a reverse fault.



Thrust Faults

Thrust faults have a reverse fault with a dip of 45 ° or less.

Cal Tech has investigated the San Andreas Fault at Pallett Creek. "The record at Pallett Creek shows that rupture has recurred about every 130 years, on average, over the past 1500 years. But actual intervals have varied greatly, from less than 50 years to more than 300. The physical cause of such irregular recurrence remains unknown." Damage from a great quake on the San Andreas would be widespread throughout Southern California.

Earthquake Hazard Assessment

Hazard Identification

The 2007 Working Group on California Earthquake Probabilities (WGCEP 2007), a multi-disciplinary collaboration of scientists and engineers, has released the Uniform California Earthquake Rupture Forecast (UCERF), the first comprehensive framework for comparing earthquake possibilities throughout all of California. In developing the UCERF, the 2007

Working Group revised earlier forecasts for Southern California (WGCEP 1995) and the San Francisco Bay Area (WGCEP 2003) by incorporating new data on active faults and an improved scientific understanding of how faults rupture to produce large earthquakes. It extended the forecast across the entire state using a uniform methodology, allowing for the first time, meaningful comparisons of earthquake probabilities in urbanized areas such as Los Angeles and San Francisco Bay Area, as well as comparisons among the large faults in different parts of the State. The study was organized by the Southern California Earthquake Center, the U.S. Geological Survey, and the California Geological Survey, and it received major support from the California Earthquake Authority, which is responsible for setting earthquake insurance rates statewide. According to the new forecast, California has a 99.7% chance of having a magnitude 6.7 or larger earthquake during the next 30 years. The likelihood of an even more powerful quake of magnitude 7.5 or greater in the next 30 years is 46%.

Map 4-1: California Area Earthquake Probabilities illustrates the probability that an earthquake of various magnitudes will occur in California within 30 years. Such a quake is more likely to occur in the southern half of the State, 37% chance in 30 years, than in the northern half, 15% chance in 30 years. The probability of a magnitude 6.7 or larger earthquake over the next 30 years striking the greater Los Angeles area is 67%. For the entire California region, the fault with the highest probability of generating at least one magnitude 6.7 quake or larger is the southern San Andreas, 59% in the next 30 years.

Map 4-2: California Faults illustrates the probability that a rupture of a major fault will occur within California that will result in an earthquake of a magnitude 6.7 or greater within 30 years (Source: Southern California Earthquake Data Center).

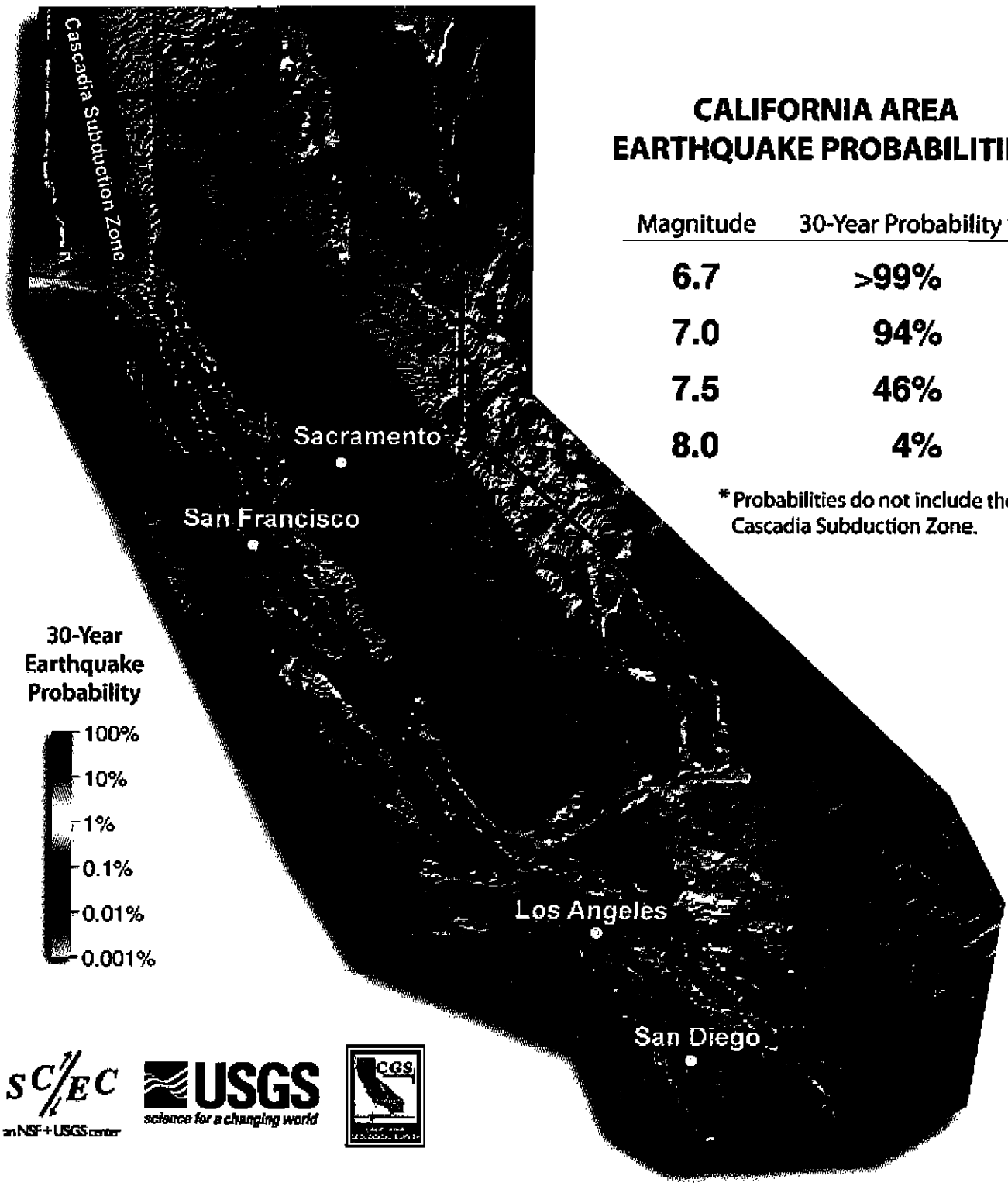
The 1933 Long Beach Earthquake resulted in the Field Act, affecting school construction.

Several major active faults exist in Los Angeles County, including the San Andreas, Newport Inglewood, Elsinore, San Joaquin Hills Fault, Whittier, and Norwalk. The closest active faults to Covina are the Sierra Madre and Duarte and Lower Duarte Faults, which are approximately between 2 and 4 miles north of the City. The other active faults closest to or within 20 miles of Covina include the Whittier-Elsinore Fault (10 miles to the southwest), the Norwalk Fault (20 miles to the southwest), and the Raymond Fault (15 miles to the northwest).

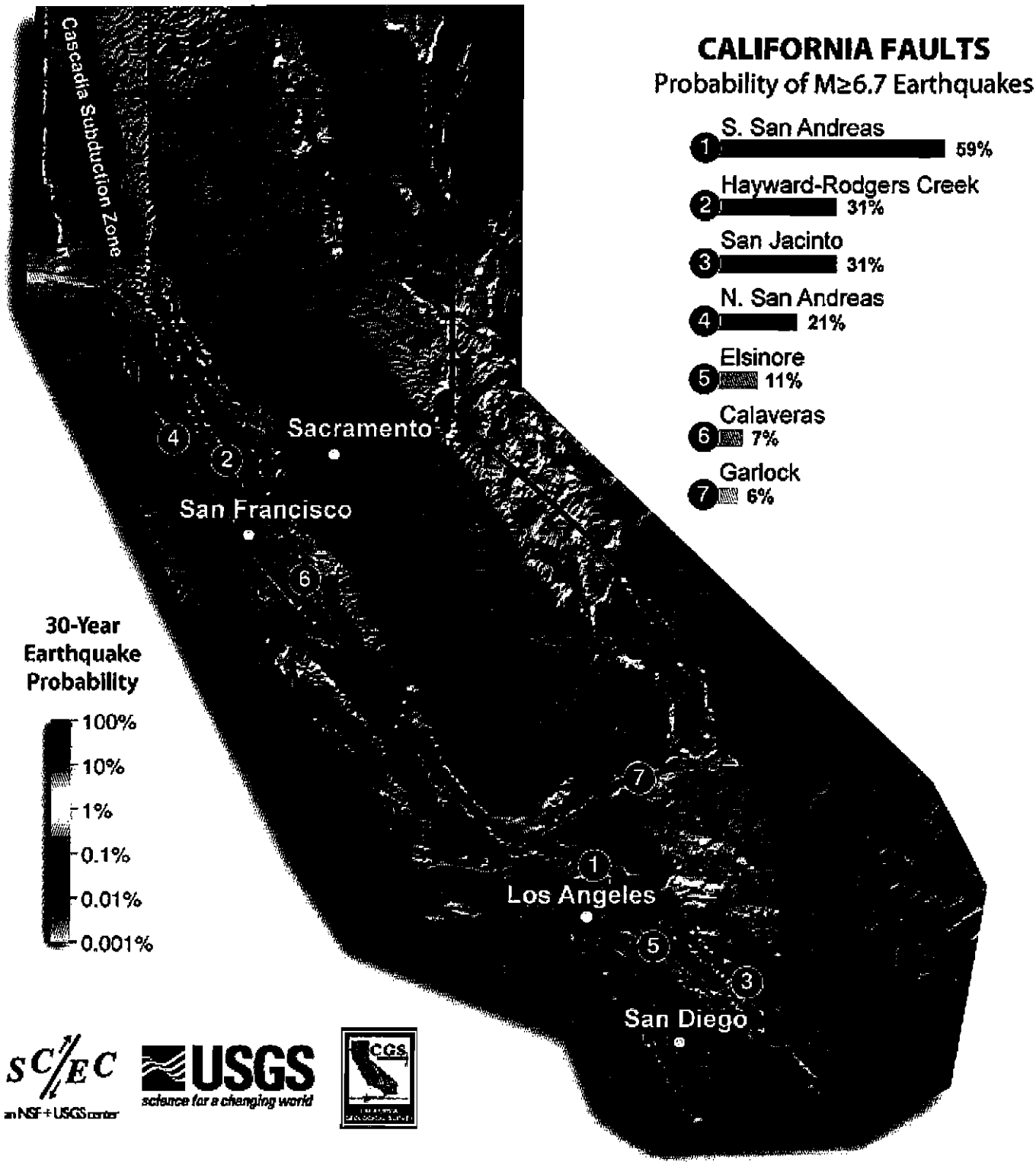
Map 4-3: Regional Fault Location Map plots the various major faults in Southern California. In California, many agencies are focused on seismic safety issues: the State's Seismic Safety Commission, the Applied Technology Council, California Emergency Management Agency, United States Geological Survey, Cal Tech, the California Geological Survey as well as a number of universities and private foundations.

These organizations, in partnership with other state and federal agencies, have undertaken a rigorous program in California to identify seismic hazards and risks including active fault identification, bedrock shaking, tsunami inundation zones, ground motion amplification, liquefaction, and earthquake induced landslides. Seismic hazard maps have been published and are available for many communities in California through the State Division of Mines and Geology.

Map 4-1: California Area Earthquake Probabilities
(Source: Southern California Earthquake Center, www.scec.org/ucerf)

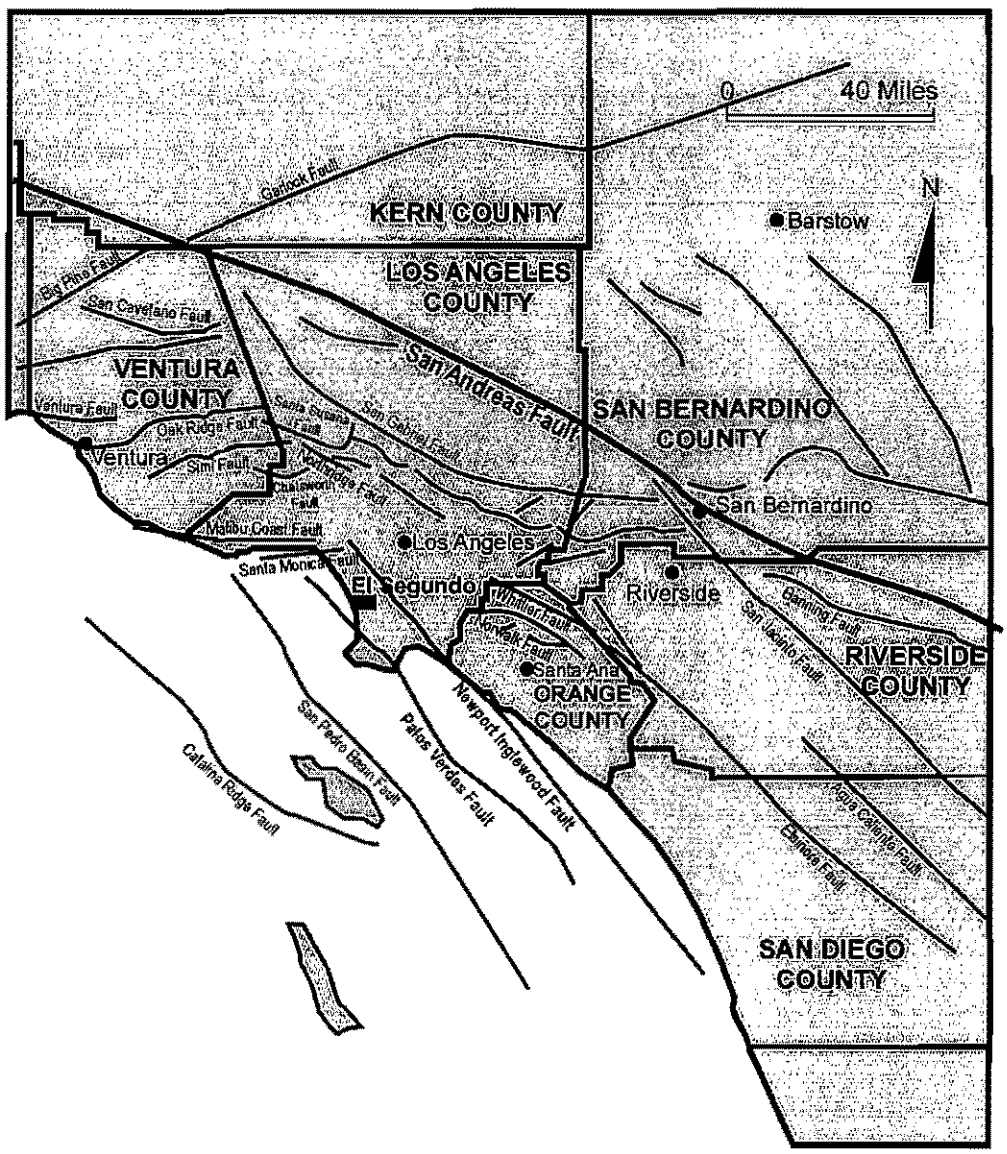


Map 4-2: California Faults
(Source: Southern California Earthquake Center, www.scec.org/ucerf)



Map 4-3: Regional Fault Location Map

Southern California Earthquake Fault Map



Earthquake Probable Events
(Source: Southern California Earthquake Data Center, http://www.data.scec.org/)

Elsinore Fault Zone
TYPE OF FAULTING: right-lateral strike-slip
LENGTH: about 180 km (not including the Whittier, Chino, and Laguna Salada Faults)
NEARBY COMMUNITIES: Temecula, Lake Elsinore, Julian
LAST MAJOR RUPTURE: May 15, 1910; Magnitude 6 -- no surface rupture found
SLIP RATE: roughly 4.0 mm/yr
INTERVAL BETWEEN MAJOR RUPTURES: roughly 250 years
PROBABLE MAGNITUDES: M6.5 - 7.5
MOST RECENT SURFACE RUPTURE: 18th century

Newport-Inglewood Fault Zone
TYPE OF FAULTING: right-lateral; local reverse slip associated with fault steps
LENGTH: 75 km
NEAREST COMMUNITIES: Culver City, Inglewood, Gardena, Compton, Signal Hill, Long Beach, Seal Beach, Huntington Beach, Newport Beach, Costa Mesa
MOST RECENT MAJOR RUPTURE: March 10, 1933, M_W6.4 (but no surface rupture)
SLIP RATE: 0.6 mm/yr
INTERVAL BETWEEN MAJOR RUPTURES: unknown
PROBABLE MAGNITUDES: M6.0 - 7.4
OTHER NOTES: Surface trace is discontinuous in the Los Angeles Basin, but the fault zone can easily be noted there by the existence of a chain of low hills extending from Culver City to Signal Hill. South of Signal Hill, it roughly parallels the coastline until just south of Newport Bay, where it heads offshore, and becomes the Newport-Inglewood - Rose Canyon Fault Zone.

Palos Verdes Fault Zone
TYPE OF FAULT: right-reverse (?)
LENGTH: roughly 80 km
NEARBY COMMUNITIES: San Pedro, Palos Verdes Estates, Torrance, Redondo Beach
MOST RECENT SURFACE RUPTURE: Holocene, offshore; Late Quaternary, onshore
SLIP RATE: between 0.1 and 3.0 mm/yr
INTERVAL BETWEEN MAJOR RUPTURES: unknown
PROBABLE MAGNITUDES: M6.0 - 7.0 (or greater?); fault geometries may allow only partial rupture at any one time
OTHER NOTES: Has two main branches (see below). Continues southward as the Palos Verdes - Coronado Bank Fault Zone.

San Andreas Fault Zone
TYPE OF FAULT: right-lateral strike-slip
LENGTH: 1200 km 550 km south from Parkfield; 650km northward
NEARBY COMMUNITY: Parkfield, Frazier Park, Palmdale, Wrightwood, San Bernardino, Banning, Indio
LAST MAJOR RUPTURE: January 9, 1857 (Mojave segment); April 18, 1906 (Northern segment)
SLIP RATE: about 20 to 35 mm per year
INTERVAL BETWEEN MAJOR RUPTURES: average of about 140 years on the Mojave segment; recurrence interval varies greatly -- from under 20 years (at Parkfield only) to over 300

years
PROBABLE MAGNITUDES: M6.8 - 8.0

San Fernando Fault Zone
TYPE OF FAULTING: thrust
LENGTH: 17 km
NEAREST COMMUNITIES: San Fernando, Sunland
LAST MAJOR RUPTURE: February 9, 1971, M6.6
SLIP RATE: 5 mm/yr (?)
INTERVAL BETWEEN MAJOR RUPTURES: roughly 200 years
PROBABLE MAGNITUDES: M6.0 - 6.8
OTHER NOTES: Dip is to the north. The slip rate is not well known, but trenching studies indicate recurrence interval as between 100 and 300 years.

San Jacinto Fault Zone
TYPE OF FAULTING : right-lateral strike-slip; minor right-reverse
LENGTH: 210 km, including Coyote Creek Fault
NEARBY COMMUNITIES: Lytle Creek, San Bernardino, Loma Linda, San Jacinto, Hemet, Anza, Borrego Springs, Ocotillo Wells
MOST RECENT SURFACE RUPTURE: within the last few centuries; April 9, 1968, M6.5 on Coyote Creek segment
SLIP RATE: typically between 7 and 17 mm/yr
INTERVAL BETWEEN SURFACE RUPTURES: between 100 and 300 years, per segment
PROBABLE MAGNITUDES: M6.5 - 7.5

Sierra Madre Fault System
TYPE OF FAULTING: reverse
LENGTH: the zone is about 55 km long;
total length of main fault segments is about 75 km, with each segment measuring roughly 15 km long
NEARBY COMMUNITIES: Sunland, Altadena, Sierra Madre, Monrovia, Duarte, Glendora
MOST RECENT SURFACE RUPTURE: Holocene
SLIP RATE: between 0.36 and 4 mm/yr
INTERVAL BETWEEN SURFACE RUPTURES: several thousand years (?)
PROBABLE MAGNITUDES: M6.0 - 7.0 (?)
OTHER NOTES: This fault zone dips to the north. It is not the fault responsible for the 1991 Sierra Madre earthquake.

Whittier Fault
TYPE OF FAULTING: right-lateral strike-slip with some reverse slip
LENGTH: about 40 km
NEARBY COMMUNITIES: Yorba Linda, Hacienda Heights, Whittier
MOST RECENT SURFACE RUPTURE: Holocene
SLIP RATE: between 2.5 and 3.0 mm/yr
INTERVAL BETWEEN MAJOR RUPTURES: unknown
PROBABLE MAGNITUDES: M6.0 - 7.2
OTHER NOTES: The Whittier Fault dips toward the northeast.

Vulnerability Assessment

The effects of earthquakes span a large area, and large earthquakes occurring in many parts of the Southern California region would probably be felt throughout the region. However, the degree to which the earthquakes are felt, and the damages associated with them may vary. At risk from earthquake damage are large stocks of old buildings and bridges: many high-tech and hazardous materials facilities: extensive sewer, water, and natural gas pipelines; earth dams; petroleum pipelines; and other critical facilities and private property located in the county. The relative or secondary earthquake hazards, which are liquefaction, ground shaking, amplification, and earthquake-induced landslides, are just as devastating as the earthquake.

Earthquake Related Hazards

Ground shaking, landslides, liquefaction, and amplification are the specific hazards associated with earthquakes. The severity of these hazards depends on several factors, including soil and slope conditions, proximity to the fault, earthquake magnitude, and the type of earthquake.

Ground Shaking

Ground shaking is the motion felt on the earth's surface caused by seismic waves generated by the earthquake. It is the primary cause of earthquake damage. The strength of ground shaking depends on the magnitude of the earthquake, the type of fault, and distance from the epicenter (where the earthquake originates). Buildings on poorly consolidated and thick soils will typically see more damage than buildings on consolidated soils and bedrock.

Seismic activity along nearby or more distant fault zones are likely to cause ground shaking within the City limits. Based on a Probabilistic Seismic Hazard Assessment for the Western United States, issued by the United States Geological Survey (1999), the horizontal peak ground acceleration having a 10 percent probability of being exceeded in 50 years ranges from approximately (0.35g to 0.56g within the City limits).

Fault Rupture

The potential for ground rupture due to fault movement is related to the seismic activity of known fault zones. Recognized active fault zones are generally located outside the City of Covina. Faults such as the Sierra Madre Fault, the Indian Hill Fault, or the Walnut Creek Fault could conceivably cause ground rupture within the City. Compared with the more active recognized fault zones, the potential for ground rupture due to seismic activity in the City is considered low.

Earthquake-Induced Landslide Potential

Generally, these types of failures consist of rock falls, disrupted soil slides, rock slides, soil lateral spreads, soil slumps, soil block slides, and soil avalanches. Areas having the potential for earthquake-induced landslides generally occur in areas of previous landslide movement, or where local topographic, geological, geotechnical, and subsurface water conditions indicate a potential for permanent ground displacements.

Areas considered for earthquake-induced landslides are generally found in the Hill and Canyon area of the City and are shown on Map 4-4: Liquefaction and Earthquake Landslide-Induced

Areas in the City of Covina – Baldwin Park Quadrangle and Map 4-5: Liquefaction and Earthquake Landslide-Induced Areas in the City of Covina – San Dimas Quadrangle. The landslide potential zones were compiled from USGS. Mapped earthquake-induced landslide potential zones are intended to prompt more detailed, site specific geotechnical studies as required by the Seismic Hazard Mapping Act.

Earthquake-Induced Landslides

Earthquake-induced landslides are secondary earthquake hazards that occur from ground shaking. They can destroy the roads, buildings, utilities, and other critical facilities necessary to respond and recover from an earthquake. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes.

Liquefaction

Liquefaction occurs when ground shaking causes wet granular soils to change from a solid state to a liquid state. This results in the loss of soil strength and the soil's ability to support weight. Buildings and their occupants are at risk when the ground can no longer support these structures. Liquefaction generally occurs during significant earthquake activity, and structures located on soils such as silt or sand may experience significant damage during an earthquake due to the instability of structural foundations and the moving earth. Many communities in Southern California are built on ancient river bottoms and have sandy soil. In some cases this ground may be subject to liquefaction, depending on the depth of the water table.

Soil liquefaction is a seismically induced form of ground failure, which has been a major cause of earthquake damage in southern California.

Soil liquefaction is a seismically-induced form of ground failure, which has been a major cause of earthquake damage in southern California. During the 1971 San Fernando and 1994 Northridge earthquakes, significant damage to roads, utility pipelines, buildings, and other structures in the Los Angeles area were caused by liquefaction. Research and historical data indicate that loose, granular materials situated at depths of less than 50 feet with fines (silt and clay) contents of less than 30 percent, which are saturated by a relatively shallow groundwater table are most susceptible to liquefaction. These geological and groundwater conditions exist in parts of southern California and Covina, typically in valley regions and alleviated floodplains.

For liquefaction to occur, three general conditions must be met. The first condition – strong ground shaking of relatively long duration – can be expected to occur in the Covina area as a result of an earthquake on any of the several active faults in the region. The second condition – loose, or unconsolidated, recently deposited sediments consisting primarily of silt and sand – occurs in a large portion of the valley floors, and in the larger canyon bottoms prevalent throughout Los Angeles County. The third condition is water saturated sediments within about 50 feet of the surface.

In accordance with the Seismic Hazard Mapping Act, the California Division of Mines and Geology has evaluated liquefaction susceptibility for most of the Covina area. Map 4-6: Liquefaction and Earthquake Landslide-Induced Areas in the City of Covina shows the results of these studies.

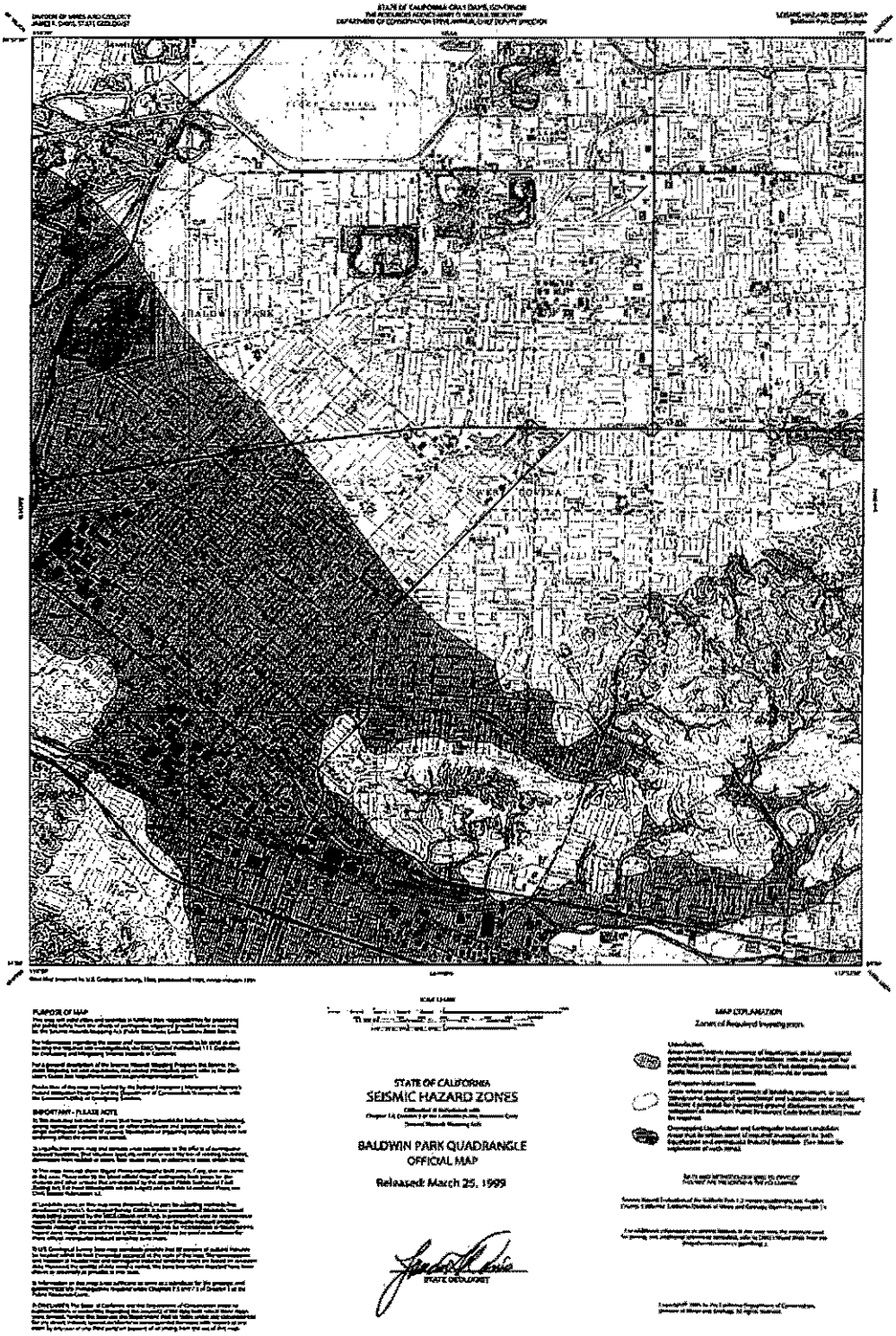
The California Geological Survey has identified areas most vulnerable to liquefaction. Liquefaction occurs when ground shaking causes wet granular soils to change from a solid state to a liquid state. This results in the loss of soil strength and the soil's ability to support weight. Buildings and their occupants are at risk when the ground can no longer support these buildings and structures. Map 4-4: Liquefaction and Earthquake Landslide-Induced Areas in the City of Covina identified areas in the vicinity that are subject to liquefaction and landslides associated with earthquake activities.

The City of Covina has facilities near liquefaction zones as shown on Map 4-4: Liquefaction and Earthquake Landslide-Induced Areas in the City of Covina.

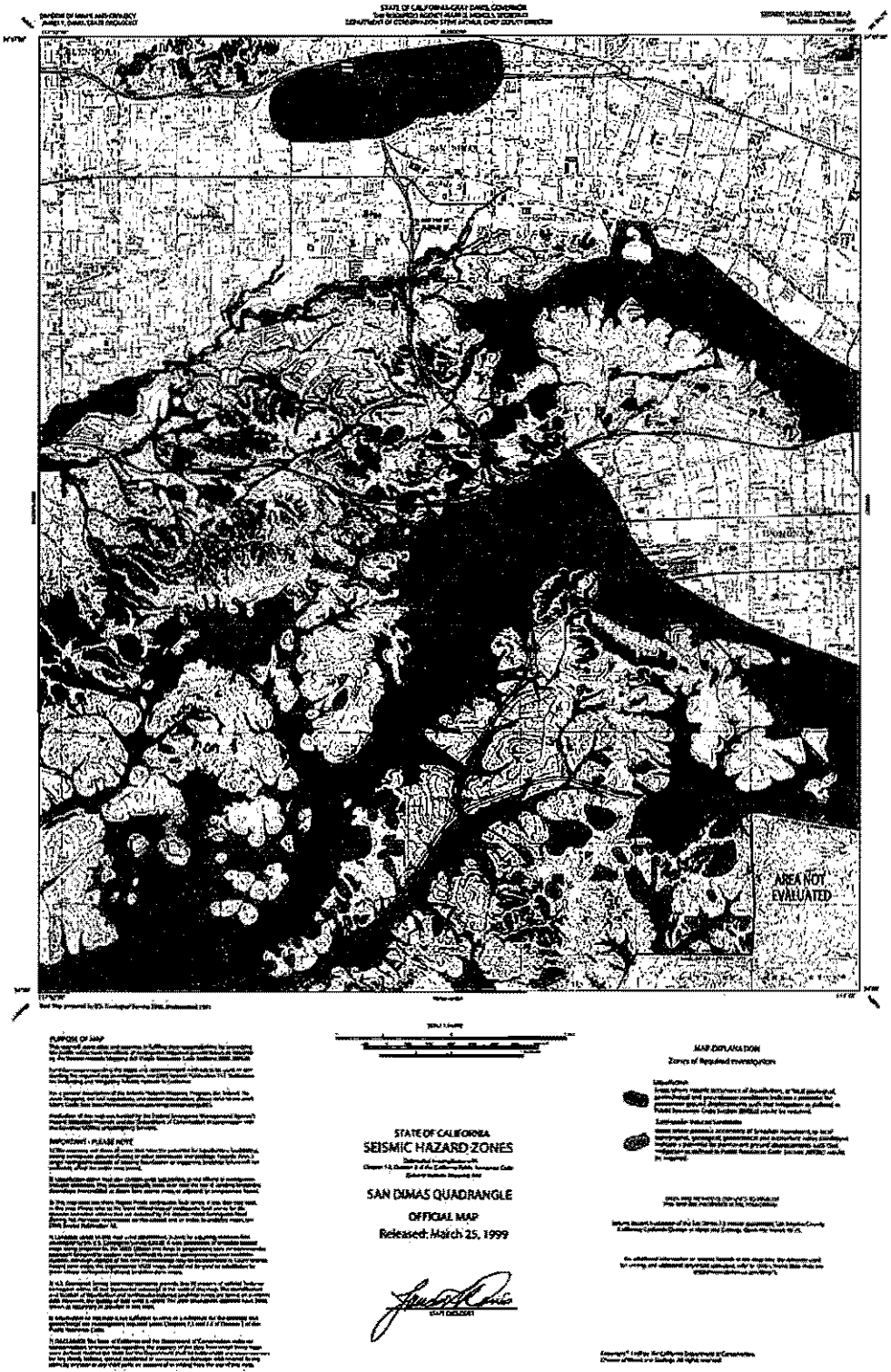
Amplification

Soils and soft sedimentary rocks near the earth's surface can modify ground shaking caused by earthquakes. One of these modifications is amplification. Amplification increases the magnitude of the seismic waves generated by the earthquake. The amount of amplification is influenced by the thickness of geologic materials and their physical properties. Buildings and structures built on soft and unconsolidated soils can face greater risk. Amplification can also occur in areas with deep sediment filled basins and on ridge tops.

Map 4-4: Liquefaction and Earthquake Landslide-Induced Areas in the City of Covina – Baldwin Park Quadrangle
(Source: http://gmw.consrv.ca.gov/shmp/html/pdf_maps_so.html)

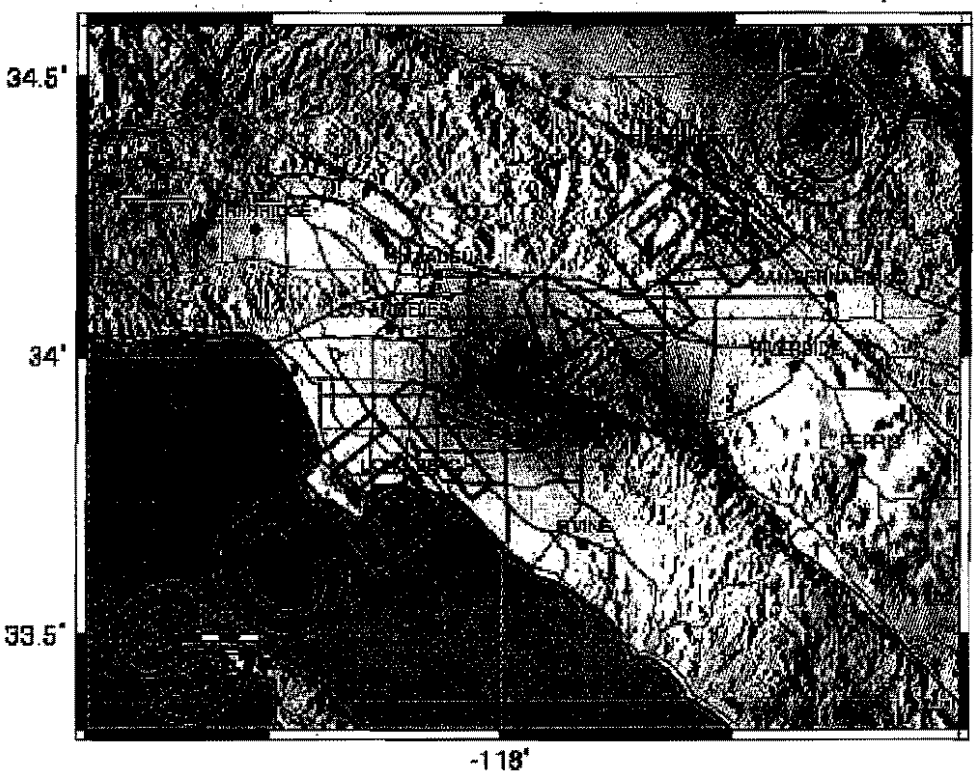


Map 4-5: Liquefaction and Earthquake Landslide-Induced Areas in the City of Covina – San Dimas Quadrangle
(Source: http://gmw.consrv.ca.gov/shmp/html/pdf_maps_so.html)



Map 4-6: Seismic Shaking Intensities for the Whittier Fault
(Source: State of California Department of Conservation)

-- Earthquake Planning Scenario --
Rapid Instrumental Intensity Map for Whittier M6.8 Fault Scenario
Scenario Date: Mon Mar 11, 2002 04:00:00 AM PST M 6.8 N33.96 W117.96 Depth: 10.0km



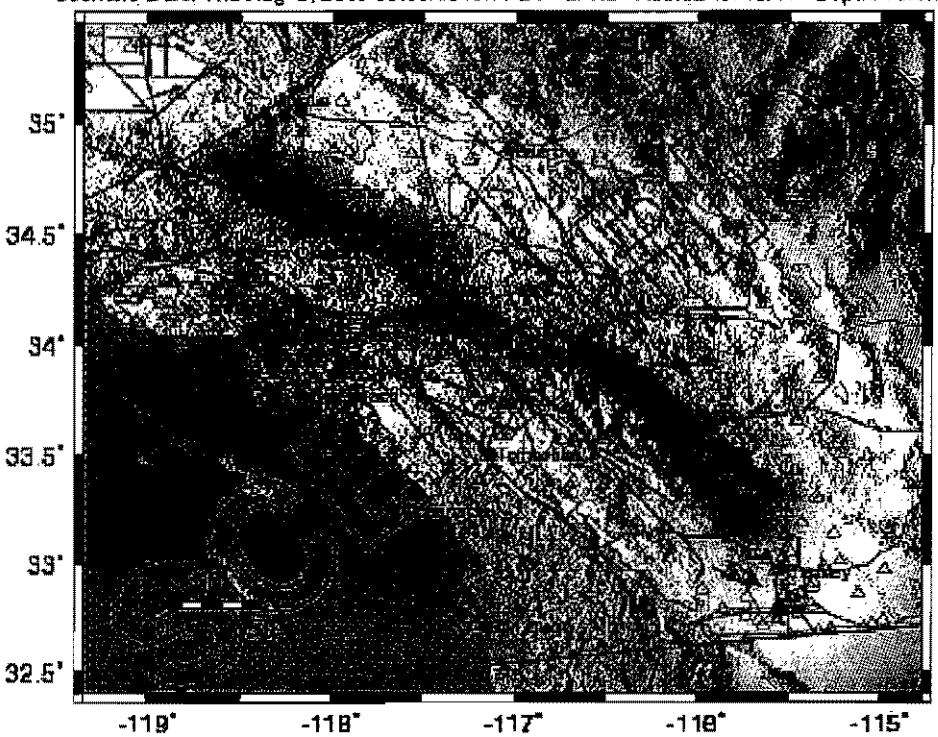
PLANNING SCENARIO ONLY -- Processed: Mon Jan 12, 2004 11:36:25 AM PST

PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Moderate/Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	<.17	.17-1.4	1.4-3.9	3.9-9.2	9.2-18	18-34	34-65	65-124	>124
PEAK VEL.(cm/s)	<0.1	0.1-1.1	1.1-3.4	3.4-8.1	8.1-16	16-31	31-60	60-116	>116
INSTRUMENTAL INTENSITY	I	II-III	IV	[illegible]	VI	VII	[illegible]	[illegible]	[illegible]

812 Whittier Fault Scenario M6.8

Map 4-7: Seismic Shaking Intensities for the San Andreas Fault
(Source: State of California Department of Conservation)

– Earthquake Planning Scenario –
ShakeMap for Saf South7.8 Scenario
Scenario Date: Thu Aug 3, 2006 05:00:00 AM PDT M 7.8 N33.92 W116.47 Depth: 10.0km



PLANNING SCENARIO ONLY – Map Version 1 Processed Thu Feb 8, 2007 11:47:37 AM PST

PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Moderate/Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	<.17	.17-1.4	1.4-3.9	3.9-9.2	9.2-18	18-34	34-65	65-124	>124
PEAK VEL.(cm/s)	<0.1	0.1-1.1	1.1-3.4	3.4-8.1	8.1-16	16-31	31-60	60-116	>116
INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X

S2 San Andreas Fault - Southern Scenario M 7.8

Map 4-8: Liquefaction Zones in Covina
(Source: City of Covina General Plan)

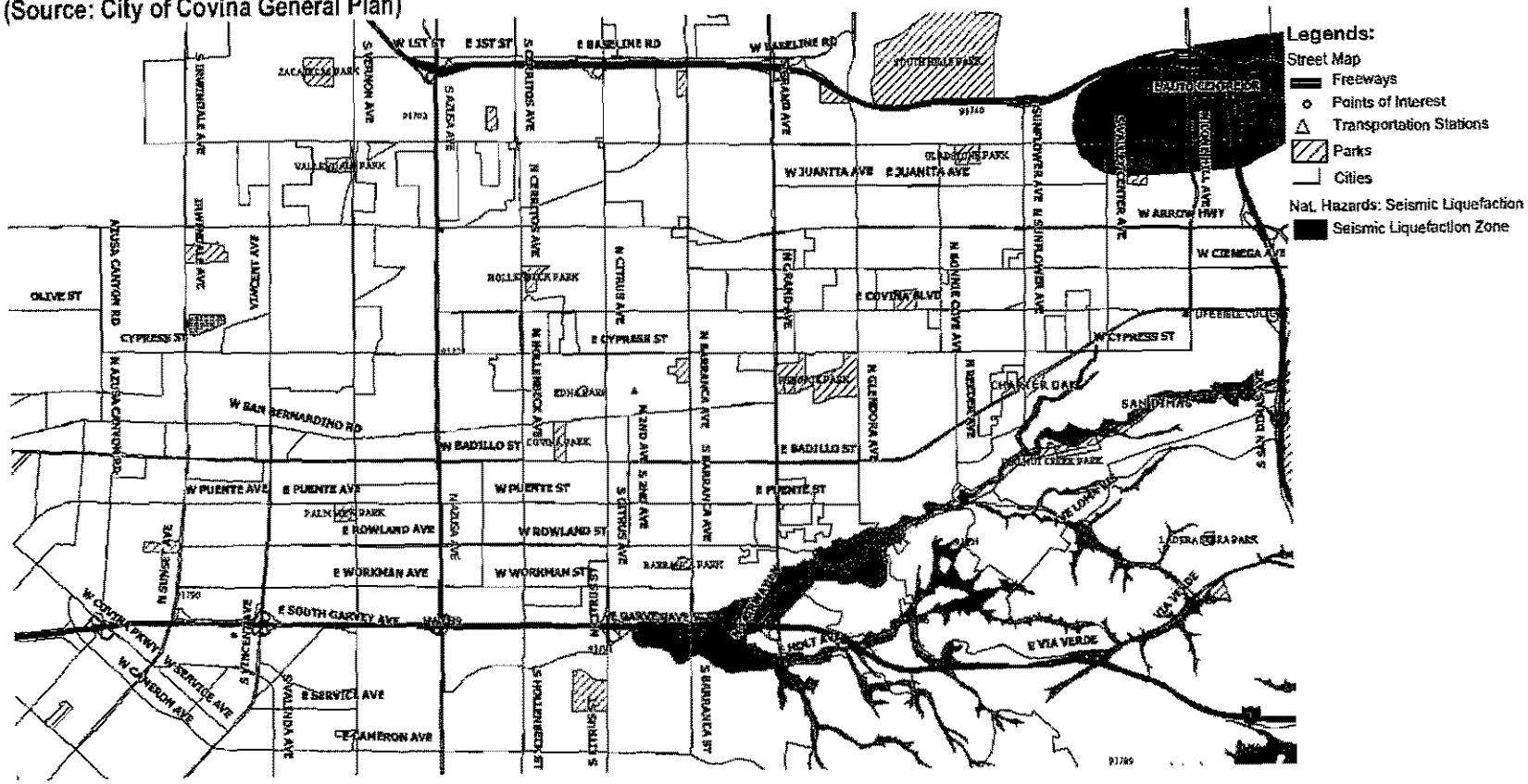


EXHIBIT A

Risk Analysis

Risk analysis is the third phase of a hazard assessment. Risk analysis involves estimating the damage and costs likely to be experienced in a geographic area over a period of time. Factors included in assessing earthquake risk, include population and property distribution in the hazard area, the frequency of earthquake events, landslide susceptibility, buildings, infrastructure, and disaster preparedness of the region. This type of analysis can generate estimates of the damages to the region due to an earthquake event in a specific location. FEMA's software program, HAZUS, uses mathematical formulas and information about building stock, local geology and the location and size of potential earthquakes, economic data, and other information, to estimate losses from a potential earthquake. The HAZUS software is available from FEMA at no cost.

HAZUS Data Sources

Los Angeles County was one of three Southern California counties selected to participate in FEMA HAZUS Essential Facilities Risk Assessment Pilot Studies. San Bernardino and Riverside Counties were also selected. Essential Facilities data improvement for Level 2 HAZUS analysis was performed to augment default HAZUS data. Guideline documents outlining procedures for other jurisdictions to follow resulted from these pilot studies.

Earthquake scenario shake maps were provided by the USGS.

Land topography information was derived from Digital Elevation Models (DEM's) provided by the USGS.

HAZUS Software Platforms

HAZUS-MH MR3 multi-hazard risk analysis software was provided by FEMA.

GIS Mapping and HAZUS analysis was performed using ESRI ArcGIS software version 9.3, Build 1850, ArcInfo license level. ESRI ArcGIS Spatial Analyst Extension was used to process the USGS DEM's.

Computer operating system was Microsoft Windows XP Professional with Service Pack 2.

For greater Southern California there are multiple worst case scenarios, depending on which fault might rupture, and which communities are in proximity to the fault. Damage will not necessarily be limited to immediately adjoining communities. Depending on the hypocenter of the earthquake, seismic waves may be transmitted through the ground to unsuspecting communities. In the 1994 Northridge Earthquake, Santa Monica suffered extensive damage, even though there was a range of mountains between it and the origin of the earthquake.

Damages for a large earthquake almost anywhere in Southern California, are likely to run into the billions of dollars. Although building codes are some of the most stringent in the world, ten's of thousands of older existing buildings were built under less rigid codes. California has laws affecting un-reinforced masonry buildings (URM's), and although, many building owners have retrofitted their buildings, hundreds of pre-1933 buildings have not been brought up to current standards.

Non-structural bracing of equipment and contents is often the most cost-effective type of seismic mitigation. Inexpensive bracing and anchoring may be the most cost effective way to protect expensive equipment. Non-structural bracing of equipment and furnishings also reduces the chance of injury for the occupants of a building.

Local Conditions

Major active fault zones are located southwest and northeast of the City. Active, and potentially active faults, are located close to Covina. According to the 1997 UBC, and the 1998 CBC, the City of Covina is within Seismic Zone 4.

The Peninsular Ranges Province is traversed by a group of sub-parallel faults and fault zones trending roughly northwest. Major fault systems include the active San Andreas, San Jacinto, Whittier-Elsinore, and Newport-Inglewood Fault Zones. These major fault systems form a regional tectonic framework comprised primarily of right-lateral, strike-slip movement.

Whittier-Elsinore Fault Zone

The Elsinore Fault Zone extends from adjacent to the United States-Mexico border northwesterly, to the northern Santa Ana Mountains, just east of City limits. At the northern end, the zone- mapped fault, branches into two segments, west and east, the Whittier Fault, and the Chino-Central Avenue Fault.

The northern portion of the Elsinore Fault Zone is referred to as the Glen Ivy Fault (CDMG, 1998). The Glen Ivy Fault is zoned under the Alquist-Priolo Earthquake Fault Zone Act. Dominant movement along the fault is right-lateral strike-slip. The Glen Ivy Fault could produce a maximum moment Magnitude 6.8 earthquake (CDMG, 1998). From the northern end of the Glen Ivy Fault the mapped zone of faulting is fragmented into a zone of discontinuous northwesterly trending faults along the eastern side of the Santa Ana Mountains in Riverside. The faults branch into the Whittier and Chino-Central Avenue Faults, near the Santa Ana River.

The Whittier Fault Zone extends approximately 24 miles from Whittier Narrows in Los Angeles County, southeasterly, to Santa Ana Canyon, where it merges with the Elsinore Fault Zone. The Whittier Fault Zone averages 1,000 to 2,000 feet wide, and is made up of many sub-parallel, and en echelon fault splays, which merge and branch along their course. Currently available information indicates that the Whittier Fault Zone is active and capable of generating an earthquake of Magnitude 6.8, accompanied by surface rupture along one or more of its fault traces. The Whittier Fault is zoned under the Alquist-Priolo Earthquake Fault Zone Act north of the City.

The fault branches away from the Elsinore (Glen Ivy) faults, and extends northwest for a distance of approximately 13 miles, through the Prado Basin and into the Puente Hills (Jennings, 1994). Dominant movement along the fault is right reverse. The Chino Fault could produce a maximum moment Magnitude 6.7 earthquake (CDMG, 1998).

Norwalk Fault

The Norwalk Fault is buried beneath Holocene alluvial deposits, but is recognized from subsurface oil well, and water well data. The Norwalk Fault extends from Norwalk in Los Angeles County to the south edge of the West Coyote Hills. The Whittier Earthquake of 1929

was attributed to the Norwalk Fault by Charles Richter; however, the offset of Holocene deposits or the presence of geomorphic features, which suggest the fault is active, has not been established. It should be noted that because the fault is buried, the data available regarding the location of the Norwalk Fault is approximate, and in some areas inconclusive. The Norwalk Fault is not currently zoned under the Alquist-Priolo Earthquake Fault Zone Act.

Community Earthquake Issues

What is Susceptible to Earthquakes?

Earthquake damage occurs because humans have built structures that cannot withstand severe shaking. Buildings, airports, schools, and lifelines (highways and utility lines) suffer damage in earthquakes and can cause death or injury to humans. The welfare of homes, major businesses, and public infrastructure is very important. Addressing the reliability of buildings, critical facilities, and infrastructure, and understanding the potential costs to government, businesses, and individuals as a result of an earthquake, are challenges faced by the City.

Dams

There are a total of 103 dams in Los Angeles County with San Dimas, Morris, and Puddingstone the closest dams to Covina. The ownership of these dams ranges from the Federal government to Home Owners Associations. These dams hold billions of gallons of water in reservoirs. The major reservoirs are designed to protect Southern California from floodwaters, and to store domestic water. Seismic activity can compromise the dam structures, resulting in catastrophic flooding.

Buildings

The built environment is susceptible to damage from earthquakes. Buildings that collapse can trap and bury people. Lives are at risk, and the cost to clean up the damages is great. In most California communities, including the County of Los Angeles, many buildings were built before 1993 when building codes were not as strict. In addition, retrofitting is not required except under certain conditions and can be expensive. Therefore, the number of buildings at risk remains high. The California Seismic Safety Commission makes annual reports on the progress of the retrofitting of unreinforced masonry buildings.

Infrastructure and Communication

Residents in the County of Los Angeles commute frequently by automobiles and public transportation such as buses and light rail. An earthquake can greatly damage bridges and roads, hampering emergency response efforts and the normal movement of people and goods. Damaged infrastructure strongly affects the economy of the community because it disconnects people from work, school, food, and leisure, and separates businesses from their customers and suppliers,

Bridge Damage

Even modern bridges can sustain damage during earthquakes, leaving them unsafe for use. Some bridges have failed completely due to strong ground motion. Bridges are a vital transportation link - with even minor damages, making some areas inaccessible. Because

bridges vary in size, materials, location and design, any given earthquake will affect them differently. Bridges built before the mid-1970' s have a significantly higher risk of suffering structural damage during a moderate to large earthquake compared with those built after 1980 when design improvements were made.

Damage to Lifelines

Lifelines are the connections between communities and outside services. They include water and gas lines, transportation systems, and electricity and communication networks. Ground shaking and amplification can cause pipes to break open, power lines to fall, roads and railways to crack or move, and radio and telephone communication to cease. Disruption to transportation makes it especially difficult to bring in supplies or services.

Lifelines need to be usable after earthquake to allow for rescue, recovery, and rebuilding efforts and to relay important information to the public.

Disruption of Critical Services

Critical facilities include police stations, fire stations, hospitals, shelters, and other facilities that provide important services to the community. These facilities and their services need to be functional after an earthquake event.

Businesses

Seismic activity can cause great loss to businesses, both large-scale corporations and small retail shops. When a company is forced to stop production for just a day, the economic loss can be tremendous, especially when its market is at a national or global level. Seismic activity can create economic loss that presents a burden to large and small shop owners who may have difficulty recovering from their losses.

Forty percent of businesses do not reopen after a disaster, and another twenty-five percent fail within one year, according to FEMA. Similar statistics from the United States Small Business Administration indicate that over ninety percent of businesses fail within two years after being struck by a disaster.

Individual Preparedness

Because the potential for earthquake occurrences, and earthquake related property damage, is relatively high in Los Angeles County, increasing individual preparedness is a significant need. Strapping down heavy furniture, water heaters, and expensive personal property, as well as being earthquake- insured, and anchoring buildings to foundations, are just a few steps individuals can take to prepare for an earthquake.

Death and Injury

Death and injury can occur both inside and outside of buildings due to collapsed buildings, falling equipment, furniture, debris, and structural materials. Downed power lines and broken water and gas lines can also endanger human life.

Fire

Downed power lines or broken gas mains can trigger fires. When fire stations suffer building or lifeline damage, quick response to extinguish fires is less likely. Furthermore, major incidents demand a larger share of resources, and initially smaller fires and problems receive little or insufficient resources in the initial hours after a major earthquake event.

Loss of electricity may cause a loss of water pressure in some communities, further hampering fire fighting ability.

Debris

After damage to a variety of structures, much time is spent cleaning up brick, glass, wood, steel or concrete building elements, office and home contents, and other materials. Developing a strong debris management strategy is essential in post-disaster recovery.

Existing Mitigation Activities

Of all businesses which close following a natural disaster, more than forty-three percent never reopen, and an additional twenty-nine percent close for good within the next two years.

Existing mitigation activities include current mitigation programs and activities that are implemented by county, regional, state, or federal agencies or organizations. The Community Emergency Response Team (CERT) provided by the Fire Department, helps educate the public and the community on how to be prepared for any type of disaster.

Identify the Applicable Code Sections that Apply to Earthquake Hazard Mitigation

Generally, these codes seek to discourage development in areas that could be prone to flooding, landslide, wildfire and/or seismic hazards; and where development is permitted, that the applicable construction standards are met. Developers in hazard-prone areas may be required to retain a qualified professional engineer to evaluate level of risk on the site and recommend appropriate mitigation measures.

Businesses/Private Sector

Natural hazards have a devastating impact on businesses. In fact, of all businesses that close, following a disaster, forty-three percent never reopen, and an additional twenty-nine percent close for good within the next two years. The Institute of Business and Home Safety has developed "Open for Business," a disaster planning toolkit, helps guide businesses in preparing for, and dealing with the adverse affects natural hazards. The kit integrates protection from natural disasters into the company's risk reduction measures to safeguard employees, customers, and the investment itself. The guide helps businesses secure human and physical resources during disasters, and helps to develop strategies to maintain business continuity before, during, and after, a disaster occurs.

Hospitals

"The Alfred E. Alquist Hospital Seismic Safety Act" ("Hospital Act") was enacted in 1973 in response to the moderate Magnitude 6.6 Sylmar Earthquake in 1971 when four major hospital campuses were severely damaged and evacuated. Two hospital buildings collapsed killing forty-seven people. Three others were killed in another hospital that nearly collapsed.

In approving the Act, the Legislature noted that:

"Hospitals, that house patients who have less than the capacity of normally healthy persons to protect themselves, and that must be reasonably capable of providing services to the public after a disaster, shall be designed and constructed to resist, insofar as practical, the forces generated by earthquakes, gravity and winds." (Health and Safety Code Section 129680)

When the Hospital Act was passed in 1973, the State anticipated that, based on the regular and timely replacement of aging hospital facilities, the majority of hospital buildings would be in compliance with the Act's standards within 25 years. However, hospital buildings were not, and are not, being replaced at that anticipated rate. In fact, the great majority of the State's urgent care facilities are now more than 40 years old.

The moderate Magnitude 6.7 Northridge Earthquake in 1994, caused $3 billion in hospital-related damage and evacuations. Twelve hospital buildings constructed before the Act were cited (red tagged) as unsafe for occupancy after the earthquake. Those hospitals that were built in accordance with the 1973 Hospital Act were very successful in resisting structural damage. However, nonstructural damage (for example, plumbing and ceiling systems) was extensive in those post-1973 buildings. Senate Bill 1953 (SB 1953), enacted in 1994 after the Northridge Earthquake, expanded the scope of the 1973 Hospital Act. Under SB 1953, all hospitals are required, as of January 1, 2008, to survive earthquakes without collapsing or posing the threat of significant loss of life. The 1994 Act further mandates that all existing hospitals be seismically evaluated, and retrofitted, if needed, by 2030, so that they are in substantial compliance with the Act (which requires that the hospital buildings be reasonably capable of providing services to the public after disasters). SB 1953 applies to all urgent care facilities (including those built prior to the 1973 Hospital Act) and affects approximately 2,500 buildings on 475 campuses.

SB 1953 directed the Office of Statewide Health Planning and Development ("OSHPD"), in consultation with the Hospital Building Safety Board, to develop emergency regulations including "...earthquake performance categories with sub gradations for risk to life, structural soundness, building contents, and nonstructural systems that are critical to providing basic services to hospital inpatients and the public after a disaster." (Health and Safety Code Section 130005)

The Seismic Safety Commission Evaluation of the State's Hospital Seismic Safety Policies

In 2001, recognizing the continuing need to assess the adequacy of policies, and the application of advances in technical knowledge and understanding, the California Seismic Safety Commission created an Ad Hoc Committee to re-examine the compliance with the Alquist Hospital Seismic Safety Act. The formation of the Committee was also prompted by the recent evaluations of hospital buildings reported to OSHPD that revealed that a large percentage (40%) of California's operating hospitals are in the highest category of collapse risk.

California Earthquake Mitigation Legislation

California is painfully aware of the threats it faces from earthquakes. Dating back to the 19th century, Californians have been killed, injured, and lost property as a result of earthquakes. As the State's population continues to grow, and urban areas become even denser, the risk will continue to increase. For decades the Legislature has passed laws to strengthen the built environment and protect the residents.

Table 4-3 provides a sampling of some of Earthquake laws in California.

Table 4-3: Sampling of Earthquake Laws in California
(Source: http://www.leginfo.ca.gov/calaw.html)

Code Section	Description
Government Code Section 8870-8870.95	Creates Seismic Safety Commission.
Government Code Section 8876.1-8876.10	Established the California Center for Earthquake Engineering Research.
Public Resources Code Section 2800-2804.6	Authorized a prototype earthquake prediction system along the central San Andreas fault near the City of Parkfield.
Public Resources Code Section 2810-2815	Continued the Southern California Earthquake Preparedness Project and the Bay Area Regional Earthquake Preparedness Project.
Health and Safety Code Section 16100-16110	The Seismic Safety Commission and State Architect will develop a state policy on acceptable levels of earthquake risk for new and existing state-owned buildings.
Government Code Section 8871-8871.5	Established the California Earthquake Hazards Reduction Act of 1986.
Health and Safety Code Section 130000-130025	Defined earthquake performance standards for hospitals.
Public Resources Code Section 2805-2808	Established the California Earthquake Education Project.
Government Code Section 8899.10-8899.16	Established the Earthquake Research Evaluation Conference.
Public Resources Code Section 2621-2630 2621.	Established the Alquist-Priolo Earthquake Fault Zoning Act.
Government Code Section 8878.50-8878.52 8878.50.	Created the Earthquake Safety and Public Buildings Rehabilitation Bond Act of 1990.
Education Code Section 35295-35297 35295.	Established emergency procedure systems in kindergarten through grade 12 in all the public or private schools.
Health and Safety Code	Established standards for seismic retrofitting of

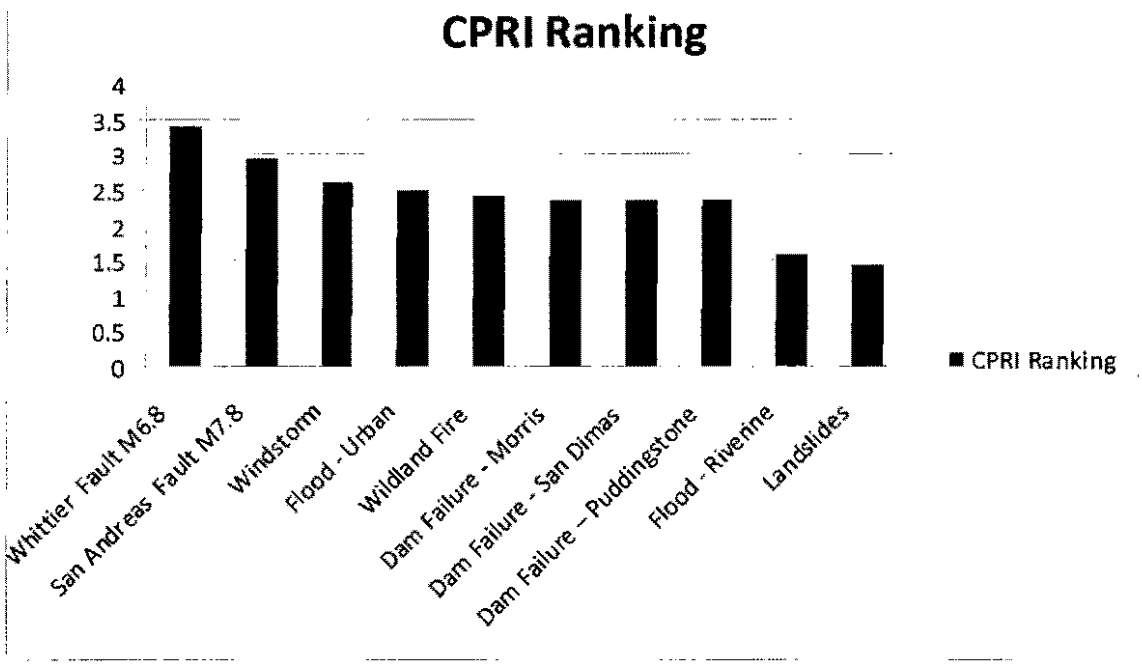
Table 4-3: Sampling of Earthquake Laws in California
(Source: http://www.leginfo.ca.gov/calaw.html)

Code Section	Description
Section 19160-19169	unreinforced masonry buildings.
Health and Safety Code Section 1596.80-1596.879	Required all child day care facilities to include an Earthquake Preparedness Checklist as an attachment to their disaster plan.

Earthquake Education

Earthquake research and education activities are conducted at several major universities in the Southern California region, including Cal Tech, USC, UCLA, UCI, and UCSB. The local clearinghouse for earthquake information is the Southern California Earthquake Center (SCEC) located at the University of Southern California, Los Angeles, CA 90089, Telephone: (213) 740-5843, Fax: (213) 740-0011, Email: SCEinfo@usc.edu, Website: http://www.scec.org. SCEC is a community of scientists and specialists who actively coordinate research on earthquake hazards at nine core institutions, and communicate earthquake information to the public. SCEC is a National Science Foundation (NSF) Science and Technology Center and is co-funded by the United States Geological Survey (USGS).

Section 5: Flood Hazards



Calculated Priority Risk Index (CPRI) for Urban Flooding	
Probability:	Highly Likely
Magnitude/Severity:	Negligible
Warning Time:	12 to 24 hours
Duration:	Less than 6 hours
Calculated Priority Risk Index (CPRI) for Riverine Flooding	
Probability:	Possible
Magnitude/Severity:	Negligible
Warning Time:	12 to 24 hours
Duration:	Less than 6 hours

Why are Floods a Threat to the City of Covina?

The City of Covina is adjacent to the San Gabriel River, has various washes transverses the city, namely Walnut Creek, and is downstream of Puddingstone Dam, San Dimas Dam, and Morris Dam. Flooding poses a threat to life and safety, and can cause severe damage to public and private property. The Covina Hills area, especially property that abuts Walnut Creek, faces the most common and recurring flood threat. The northwest section of the City is sometimes slow to drain after an unusually heavy rainfall.

The City of Covina, historically, has had flooding issues but since the creation of the Los Angeles County Flood Control District in 1915, Covina has not experienced any widespread flooding. The City does not have a Flood Insurance Rate Map and is categorized as Zone C. The following is the historic flooding events in the City of Covina.

Image 5-1: Historic Flooding Events in the City of Covina

1883	Sixty inches of rain fall causes damage to wheat fields.
1884	January and February rains cause flood waters to peak in low land near Covina. Hundreds of cattle and livestock drown. By May, 67 inches fell in Covina and 110 inches in San Gabriel Canyon.
1885	Flood in Covina.
1890	Flood in Covina.
1893	February 13th, all bridges over the San Gabriel River washed out. Covina without mail or newspapers for five days.
1895	Covina Argus Citizen reported on January 19th that mingled with the rubbish and flood trash that came down the San Gabriel River was about 20,000 feet of lumber which lodged along the banks and low lands.
1903	San Gabriel River rampages, rolling boulders downstream, washing out bridges and killing one man.
1910	New Years Day all bridges across the San Gabriel River washed away in flood.
1914	Rains from January 31st to February 13 caused the San Gabriel River and the San Dimas, Dalton and Walnut Washes to flood destroying bridges, washing out highways and railway bridges, damaging homes and groves and killing two people in Covina. Water was unpotable. Chamber of Commerce and Covina Irrigating Company held meetings to address the need for flood control and water storage.
1933	San Gabriel Dam No. 2 built. The concrete facing of the rock filled dam began to crack due to settling. A facing of timbers was built.
1938	Heavy rains and flooding that followed created impetus to building a storm drain system and channel into the San Gabriel and Rio Hondo Rivers.
1947	San Gabriel Dam No. 2 in the west fork of the San Gabriel Canyon was given a new concrete facing expected to give the dam greatly increased storage capacity during the winter months.
1969	Heavy January and February rains caused heavy run off in the canyon. A damaged section of the Azusa Conduit, owned by the City of Pasadena caused a flow of mud and damage in cities below the canyon. Flood waters reached Covina. San Gabriel and Morris Dams were six feet deep over the spillway. Puddingstone Dam filled and water was released. Mud slides removed sections of highway and roads leading to the dams were missing sections. Categorized as a 100 year storm.
1973	Heavy rains January 16th and 17th caused two roofs to collapse and a car to go over an embankment into a storm channel.
Sources:	Pfluezer, Donald H. Covina Sunflowers, Citrus and Subdivisions, Castle Press, Pasadena CA, 1964. Private Journals of Gladys Ratekin containing notes from The Covina Argus Citizen and The San Gabriel Valley Exponent. "The Vintage Years: Covina before 1950", Barbara Ann Hall, PhD, Curator

Historic Flooding in Southern California

Historic flooding in Los Angeles County Records show that since 1811, the Los Angeles River has flooded 30 times, on average once every 6.1 years. But averages are deceiving, for the Los Angeles basin goes through periods of drought and then periods of above average rainfall. Between 1889 and 1891 the river flooded every year, from 1941 to 1945, the river flooded 5 times. Conversely, from 1896 to 1914, and again from 1944 to 1969, a period of 25 years, the river did not have serious floods.

Average annual precipitation in Los Angeles County ranges from 13 inches on the coast to approximately 40 inches on the highest point of the Peninsular Mountain Range that transects

the county. Several factors determine the severity of floods, including rainfall intensity and duration. A large amount of rainfall over a short time span can result in flash flood conditions. A sudden thunderstorm or heavy rain, dam failure, or sudden spills can cause flash flooding. The National Weather Service's definition of a flash flood is a flood occurring in a watershed where the time of travel of the peak of flow from one end of the watershed to the other is less than six hours.

The towering mountains that give the Los Angeles region its spectacular views also wring a great deal of rain out of the storm clouds that pass through. Because the mountains are so steep, the rainwater moves rapidly down the slopes and across the coastal plains on its way to the ocean.

"The Santa Monica, Santa Susana and Verdugo Mountains, which surround three sides of the valley, seldom reach heights above three thousand feet. The western San Gabriel Mountains, in contrast, have elevations of more than seven thousand feet. These higher ridges often trap eastern-moving winter storms. Although downtown Los Angeles averages just fifteen inches of rain a year, some mountain peaks in the San Gabriels receive more than forty inches of precipitation annually, as much as many locations in the humid eastern United States" (Source: The Los Angeles River: It's Life, Death, and Possible Rebirth, Gumprecht 2001).

Naturally, this rainfall moves rapidly downstream, often with severe consequences for anything in its path. In extreme cases, flood-generated debris flows will roar down a canyon at speeds near 40 miles per hour with a wall of mud, debris and water, tens of feet high. Flooding occurs when climate, geology, and hydrology combine to create conditions where water flows outside of its usual course.

Table 5-1: Historical Records of Large Floods in Los Angeles County (Source: http://www4.ncdc.noaa.gov/cgi-win/wwcgi.dll?wwevent~ShowEvent~192429)

Date	Loss Estimation	Source of Estimate	Comments
1995	$50 million	National Oceanic and Atmospheric Association	Flash Flood
1995	$50 thousand	National Oceanic and Atmospheric Association	Flood/Flash Flood
2005	$1 million	National Oceanic and Atmospheric Association	Flash Flood

Flooding Characteristics

Flooding occurs when climate, geology, and hydrology combine to create conditions where water flows outside of its usual course.

Winter Rainfall

Over the last 125 years, the average annual rainfall in Los Angeles County is 14.9 inches. But the term "average" means very little as the annual rainfall during this time period has ranged

El Niño is a disruption of the ocean-atmosphere system in the tropical Pacific having important consequences including increased rainfall across the southern tier of the US which has caused destructive flooding and drought in the West Pacific.

from only 4.35 inches in 2001-2002 to 38.2 inches in 1883-1884. In fact, in only fifteen of the past 125 years, has the annual rainfall been within plus or minus 10% of the 14.9 inch average. And in only 38 years has the annual rainfall been within plus or minus 20% of the 14.9 inch average. This makes the Los Angeles basin a land of extremes in terms of annual precipitation.

Monsoons

Another relatively regular source for heavy rainfall, particularly in nearby mountains and foothills, is from summer tropical storms. Table 5-2: Tropical Cyclones of Southern California lists tropical storms that had significant rainfall in the past century, and the general areas affected by these storms. These tropical storms usually coincide with El Niño years.

Flood Risk Factors

El Niño

El Niño is a disruption of the ocean-atmosphere system in the tropical Pacific having important consequences. Among these consequences is increased rainfall across the southern tier of the US and in Peru, which has caused destructive flooding, and drought in the West Pacific, sometimes associated with devastating brush fires in Australia. Observations of conditions in the tropical Pacific are considered essential for the prediction of short term (a few months to 1 year) climate variations.

El Niño (Spanish name for the male child), initially referred to a weak, warm current appearing annually around Christmas time along the coast of Ecuador and Peru, and lasting only a few weeks, to a month or more. Every three to seven years, an El Niño event can last for many months, having significant economic and atmospheric consequences worldwide. During the past forty years, ten of these major El Niño events have been recorded, the worst of which occurred in 1997-1998. Previous to this, the El Niño event in 1982-1983 was the strongest. Some of the El Niño events have persisted more than one year.

Table 5-2: Tropical Cyclones of Southern California
(Source: http://www.fema.gov/nwz97/eln_scal.shtm)

Month-Year	Date(s)	Area(s) Affected	Rainfall
July 1902	20 and 21	Deserts and Southern Mountains	up to 2"
August 1906	18 and 19	Deserts and Southern Mountains	up to 5"
September 1910	15	Mountains of Santa Barbara County	2"
August 1921	20 and 21	Deserts and Southern Mountains	up to 2"
September 1921	30	Deserts	up to 4"
September 1929	18	Southern Mountains and Deserts	up to 4"

Table 5-2: Tropical Cyclones of Southern California
(Source: http://www.fema.gov/nwz97/eln_scal.shtm)

Month-Year	Date(s)	Area(s) Affected	Rainfall
September 1932	28 - Oct 1	Mountains and Deserts, 15 Fatalities	up to 7"
August 1935	25	Southern Valleys, Mountains and Deserts	up to 2"
September 1939	4 - 7	Southern Mountains, Southern and Eastern Deserts	up to 7"
	11 and 12	Deserts, Central and Southern Mountains	up to 4"
	19 - 21	Deserts, Central and Southern Mountains	up to 3"
	25	Long Beach, w/ Sustained Winds of 50 mph	5"
		Surrounding Mountains	6 to 12"
September 1945	9 and 10	Central and Southern Mountains	up to 2"
September 1946	30 - Oct 1	Southern Mountains	up to 4"
August 1951	27 - 29	Southern Mountains and Deserts	2 to 5"
September 1952	19 - 21	Central and Southern Mountains	up to 2"
July 1954	17 - 19	Deserts and Southern Mountains	up to 2"
July 1958	28 and 29	Deserts and Southern Mountains	up to 2"
September 1960	9 and 10	Julian	3.40"
September 1963	17 - 19	Central and Southern Mountains	up to 7"
September 1967	1 - 3	Southern Mountains and Deserts	2"
October 1972	6	Southeast Deserts	up to 2"
September 1976	10 and 11	Central and Southern Mountains. Ocotillo, CA was Destroyed, 3 Fatalities	6 to 12"
August 1977	n/a	Los Angeles	2"
		Mountains	up to 8"
October 1977	6 and 7	Southern Mountains and Deserts	up to 2"
September 1978	5 and 6	Mountains	3"
September 1982	24 - 26	Mountains	up to 4"
September 1983	20 and 21	Southern Mountains and Deserts	up to 3"

History of Flooding in the City of Covina

The City of Covina was most recently affected by the flooding during the 1990's El Nino years. The City, anticipating possible flooding issues, implemented an aggressive sandbagging campaign. No damage was reported to the City.

Severity

Floods threaten life and property. People and animals can drown; structures and their contents destroyed; roads, bridges, and railroad tracks can be washed out; and crops ruined. Floods can create health hazards due to the discharge of raw sewage from damaged septic tank leach fields, sewer lines, and sewage treatment plants; or due to hazardous materials carried off by raging waters.

The 100-year flooding event is the flood having a 1% chance of being equaled or exceeded in magnitude in any given year.

Contrary to popular belief, it is not a flood occurring once every 100 years.

Geography and Geology

Southern California is the product of rainstorms and erosion occurring over millennia. Most of the mountains surrounding the valleys and coastal plain are deeply fractured faults. As the mountains grew taller, their brittle slopes eroded. Rivers and streams carried boulders, rocks, gravel, sand, and silt down these slopes to the valleys and coastal plain. Today, much of the coastal plain rests on the ancient rock debris and sediment washed down from the mountains.

This sediment can act like a sponge, absorbing vast quantities of rain in years when heavy rains follow a dry period. Like a sponge near saturation, the same soil fills up rapidly when heavy rain follows a period of relatively wet weather. Even so, in some years of heavy rain, flooding is minimal because the ground is relatively dry, yet the same amount of rain following a wet period causes extensive flooding.

Essentially all of Los Angeles County is built out leaving little open land to absorb rainfall. The lack of open land forces water to remain on the surface rapidly accumulating. If it were not for the massive flood control system with its concrete lined river and streambeds, flooding would occur more frequently. In addition, the tendency is toward less and less open land. In-fill building is becoming a much more common practice in many areas. Developers tear down an older home, typically covering up to 40 percent of the lot, replacing the single home with three or four town homes or apartments covering 90-95 percent of the lot.

Another potential source of flooding is "asphalt creep". The street space between the curbs of a street is a part of the flood control system. When water leaves property and accumulates in the street, it is directed toward the underground portion of the flood control system. The carrying capacity of the street is determined by the width of the street and the height of the curbs along the street. Often, when resurfacing streets, a one to two inch layer of asphalt is laid over the existing asphalt. This added layer of asphalt subtracts from the rated capacity of the street to carry water. Thus, the original engineered capacity of the entire storm drain system is marginally reduced over time. Subsequent re-paving of the street will further reduce the engineered capacity even more.

Flood Terminology

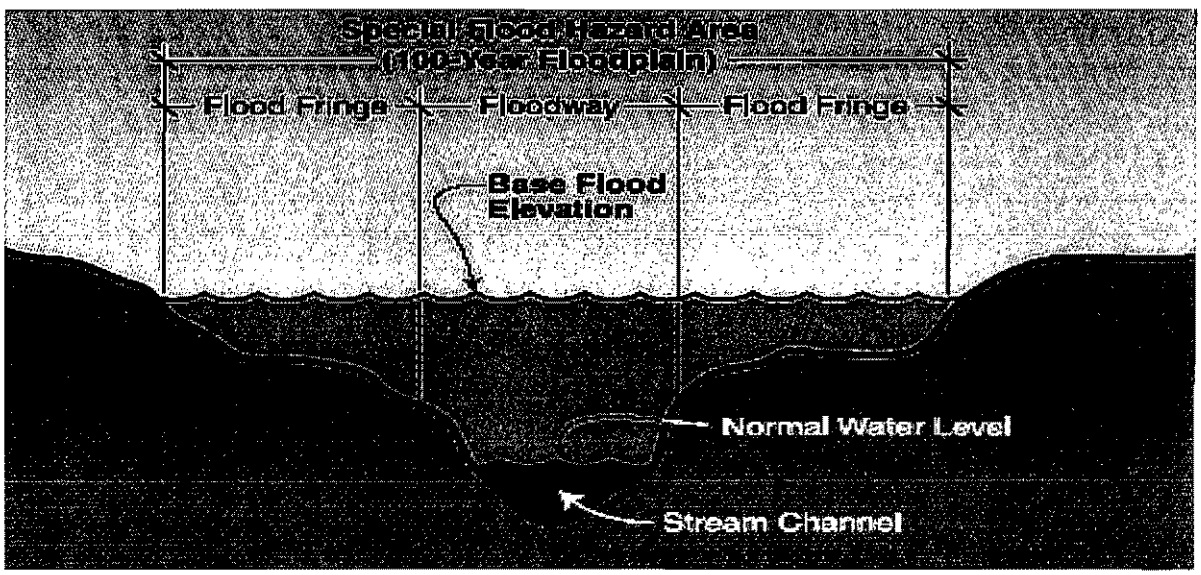
Floodplain

A floodplain is a land area adjacent to a river, stream, lake, estuary, or other water body that is subject to flooding. This area, if left undisturbed, acts to store excess flood water. The floodplain is made up of two sections: the floodway and the flood fringe.

100-Year Flood

The 100-year flooding event is the flood having a one percent chance of being equaled or exceeded in magnitude in any given year. Contrary to popular belief, it is not a flood occurring once every 100 years. The 100-year floodplain is the area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood. Schematic 5-1: Floodplain and Floodway shows the relationship of the floodplain and the floodway.

Schematic 5-1: Floodplain and Floodway
(Source: FEMA How-To-Guide Assessing Hazards)



Map 5-1: Flood Hazard Areas
(Source: City of Covina General Plan)

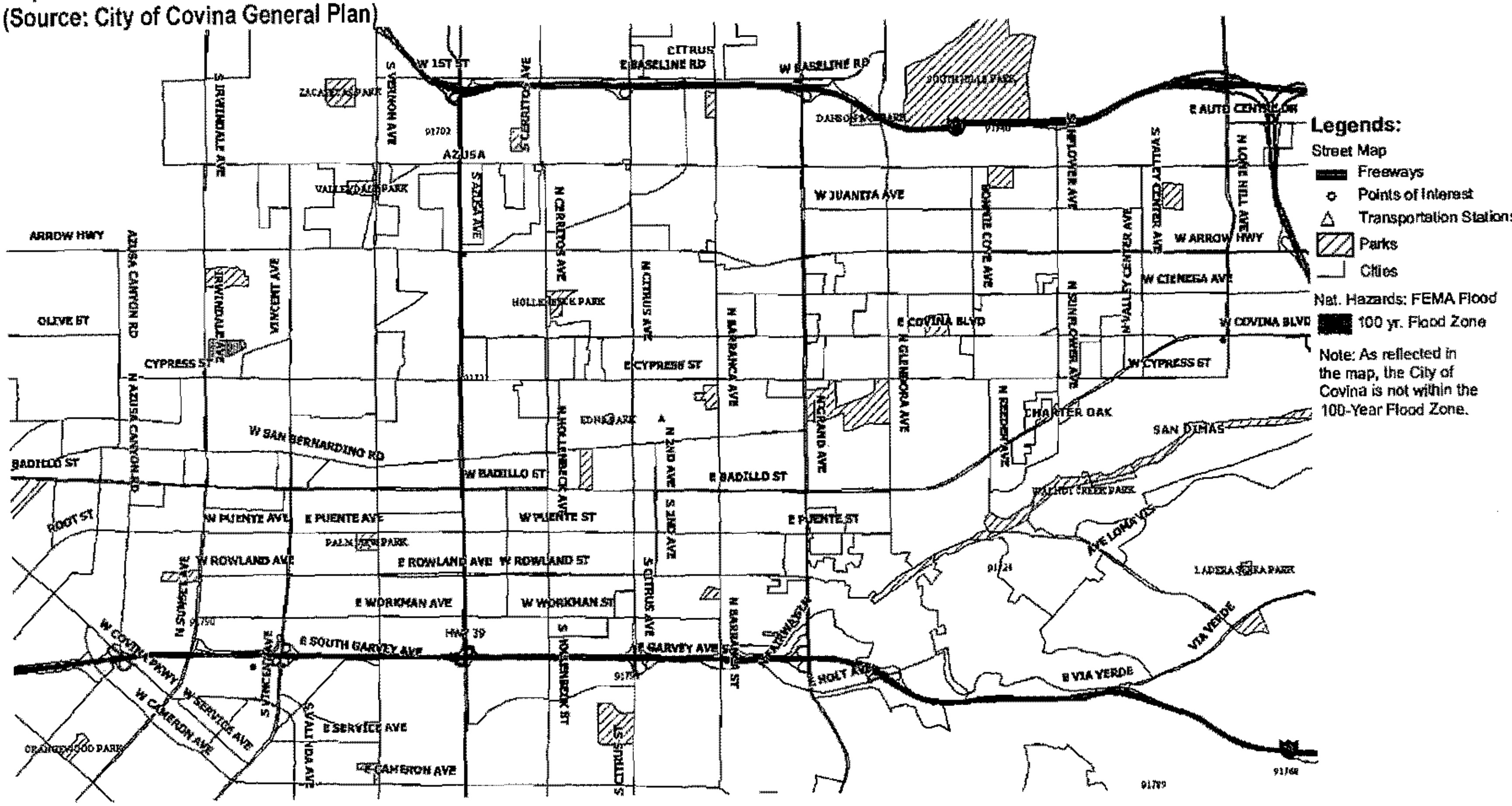


EXHIBIT A

Emergency Planning Consultants

Floodway

The floodway is one of two main sections that make up the floodplain. Floodways are defined for regulatory purposes. Unlike floodplains, floodways do not reflect a recognizable geologic feature. For NFIP purposes, floodways are defined as the channel of a river or stream, and the overbank areas adjacent to the channel. The floodway carries the bulk of the flood water downstream and is usually the area where water velocities and forces are the greatest. NFIP regulations require that the floodway be kept open and free from development or other structures that would obstruct or divert flood flows onto other properties.

The City of Covina regulations prohibit all development in the floodway. The NFIP floodway definition is "the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Floodways are not mapped for all rivers and streams but are generally mapped in developed areas.

Base Flood Elevation (BFE)

The term "Base Flood Elevation" refers to the elevation (normally measured in feet above sea level) that the base flood is expected to reach. Base flood elevations can be set at levels other than the 100-year flood. Some communities use higher frequency flood events as their base flood elevation for certain activities, while using lower frequency events for others. For example, for the purpose of storm water management, a 25-year flood event might serve as the base flood elevation; while the 500-year flood event serves as base flood elevation for the tie down of mobile homes. The regulations of the NFIP focus on development in the 100-year floodplain.

Types of Flooding

Urban Flooding

As land is converted from fields or woodlands to roads and parking lots, it loses its ability to absorb rainfall. Urbanization of a watershed changes the hydrologic systems of the basin. Heavy rainfall collects and flows faster on impervious concrete and asphalt surfaces. The water moves from the clouds, to the ground, and into streams at a much faster rate in urban areas. Adding these elements to the hydrological systems can result in flood waters that rise very rapidly and peak with violent force.

The City of Covina has a high concentration of impermeable surfaces that either collect water, or concentrate the flow of water in unnatural channels. During periods of urban flooding, streets can become swift moving rivers and basements can fill with water. Storm drains often back up with vegetative debris causing additional, localized flooding.

Riverine Flooding

Riverine flooding is the overbank flooding of rivers and streams. The natural processes of riverine flooding add sediment and nutrients to fertile floodplain areas. Flooding in large river systems typically results from large-scale weather systems that generate prolonged rainfall over a wide geographic area, causing flooding in hundreds of smaller streams, which then drain into the major rivers. Shallow area flooding is a special type of riverine flooding. FEMA defines shallow flood hazards as areas that are inundated by the 100-year flood with flood depths of only one to three feet. These areas are generally flooded by low velocity sheet flows of water.

Dam Failure Flooding

Loss of life and damage to structures, roads, and utilities may result from a dam failure. Economic losses can also result from a lowered tax base and lack of utility profits. These effects would certainly accompany the failure of one of the major dams in the City of Covina. There are a total of 3 dams or impacting reservoirs in the City of Covina holding millions (or billions) of gallons of water. Because dam failure can have severe consequences, FEMA requires that all dam owners develop Emergency Action Plans (EAP) for warning, evacuation, and post-flood actions. Although there may be coordination with county officials in the development of the EAP, the responsibility for developing potential flood inundation maps and facilitation of emergency response is the responsibility of the dam owner.

What is the Effect of Development on Floods?

When structures or fill are placed in the floodway or floodplain, water is displaced. Development raises the river levels by forcing the river to compensate for the flow space obstructed by the inserted structures and/or fill. When structures or materials are added to the floodway or floodplain and no fill is removed to compensate, serious problems can arise. Flood waters may be forced away from historic floodplain areas. As a result, other existing floodplain areas may experience flood waters that rise above historic levels. Displacement of only a few inches of water can mean the difference between no structural damage occurring in a given flood event, and the inundation of many homes, businesses, and other facilities. Careful attention should be given to development that occurs within the floodway to ensure that structures are prepared to withstand base flood events. In highly urbanized areas, increased paving can lead to an increase in volume and velocity of runoff after a rainfall event, exacerbating the potential flood hazards. Care should be taken in the development and implementation of storm water management systems to ensure that these runoff waters are dealt with effectively.

Flood Insurance Rate Maps (FIRM) and Flood Insurance Studies (FIS) Floodplain maps are the basis for implementing floodplain regulations and for delineating flood insurance purchase requirements.

How are Flood-Prone Areas Identified?

Flood maps and Flood Insurance Studies (FIS) are often used to identify flood-prone areas. The NFIP was established in 1968 as a means of providing low-cost flood insurance to the nation's flood-prone communities. The NFIP also reduces flood losses through regulations that focus on building codes and sound floodplain management. NFIP regulations (44 Code of Federal Regulations Chapter 1, Section 60, 3) require that all new construction in floodplains must be elevated at or above base flood level.

FIRM and FIS Floodplain maps are the basis for implementing floodplain regulations and for delineating flood insurance purchase requirements. A FIRM is the official map produced by FEMA which delineates Special Flood Hazard Area (SFHA) in communities where NFIP regulations apply. FIRMs are also used by insurance agents and mortgage lenders to determine if flood insurance is required and what insurance rates should apply.

Water surface elevations are combined with topographic data to develop FIRMs. FIRMs illustrate areas that would be inundated during a 100-year flood, floodway areas, and elevations marking the 100-year-flood level. In some cases, they also include BFEs and areas located within the 500-year floodplain.

Flood Insurance Studies and FIRMs produced for the NFIP provide assessments of the probability of flooding at a given location. FEMA conducted many Flood Insurance Studies in the late 1970s and early 1980s. These studies and maps represent flood risk at the point in time when FEMA completed the studies. However, it is important to note that not all 100-year or 500-year floodplains have been mapped by FEMA.

Local Mapping

FEMA flood maps are not entirely accurate. These studies and maps represent flood risk at the point in time when FEMA completed the studies, and does not incorporate planning for floodplain changes in the future due to new development. Although FEMA is considering changing that policy, it is optional for local communities. The FEMA FIRM maps for the City of Covina were last updated December 3, 2009. Map 5-1: Flood Hazard Areas represents the current status of the FIRM map. Human-caused and natural changes to the environment have changed the dynamics of storm water run-off since then.

SFHAs are areas at or below a flood elevation that has a one percent or greater probability of being equaled or exceeded during any given year (this is also known as a 100-year flood event). This flood, which is referred to as the base flood, is the national standard on which the floodplain management and insurance requirements of the NFIP are based.

Definitions of FEMA Flood Zone Designations

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

Moderate to Low Risk Areas

In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:

ZONE	DESCRIPTION
B and X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
C and X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.

High Risk Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
AR	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.
A99	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

Undetermined Risk Areas

ZONE	DESCRIPTION
D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

Map 5-2: Flood Insurance Rate Map
(Source: FEMA, NFIP)

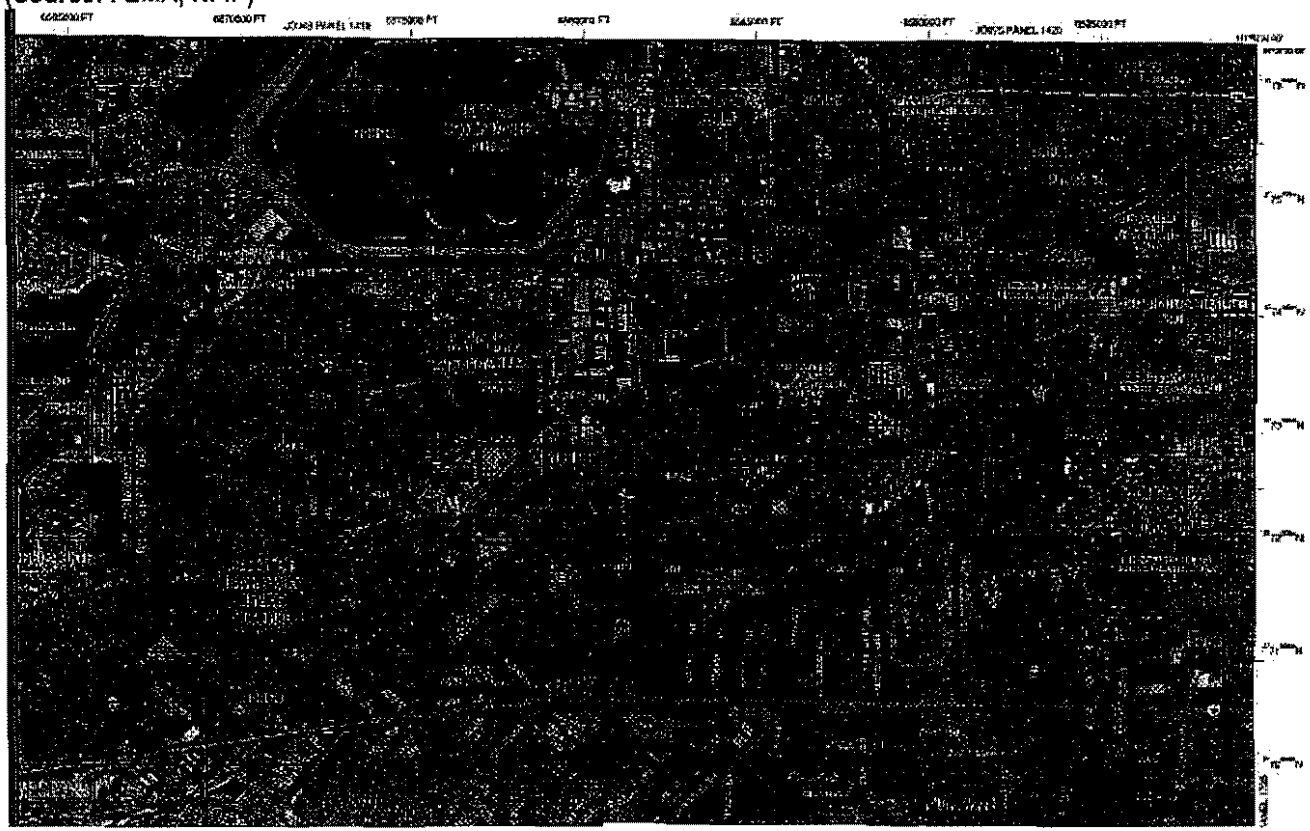


EXHIBIT A

Flood Mapping Methods and Techniques

Although many communities rely exclusively on FIRMs to characterize the risk of flooding in their area, there are some flood-prone areas that are not mapped but remain susceptible to flooding. These areas include locations next to small creeks, local drainage areas, and areas susceptible to manmade flooding.

Communities find it particularly useful to overlay flood hazard areas on tax assessment parcel maps. This allows a community to evaluate the flood hazard risk for a specific parcel during review of a development request. Coordination between FEMA and local planning jurisdictions is the key to making a strong connection with GIS technology for the purpose of flood hazard mapping.

Flood Hazard Assessment

Hazard Identification

Hazard identification is the first phase of a hazard assessment. Identification is the process of estimating: 1) the geographic extent of the floodplain (i.e., the area at risk from flooding); 2) the intensity of the flooding that can be expected in specific areas of the floodplain; and 3) the probability of occurrence of flood events. This process usually results in the creation of a floodplain map. Floodplain maps provide detailed information that can assist jurisdictions in making policies and land-use decisions.

Coordination between FEMA and local planning jurisdictions is the key to making a strong connection with GIS technology for the purpose of flood hazard mapping.

Vulnerability Assessment

Vulnerability assessment is the second phase of a flood-hazard assessment. It combines the floodplain boundary, generated through hazard identification, with an inventory of the property within the floodplain. Understanding the population and property exposed to hazards will assist in reducing risk and preventing loss from future events. Because site-specific inventory data and inundation levels given for a particular flood event (10-year, 25-year, 50-year, 100-year, and 500-year) are not readily available, calculating a community's vulnerability to flood events is not straightforward. The amount of property in the floodplain, as well as the type and value of structures on those properties, should be calculated to provide a working estimate for potential flood losses.

Risk Analysis

Risk analysis is the third and most advanced phase of a flood hazard assessment. It builds upon the hazard identification and vulnerability assessment. A flood risk analysis for the City of Covina should include two components: 1) the life and value of property that may incur losses from a flood event (defined through the vulnerability assessment); and 2) the number and type of flood events expected to occur over time. Within the broad components of a risk analysis, it is possible to predict the severity of damage from a range of events. Flow velocity models assist in predicting the amount of damage expected from different magnitudes of flood events.

Local Conditions

The size and frequency of a flood in a particular area, depends on a complex combination of conditions, including the amount, intensity, and distribution of rainfall previous moisture condition and drainage patterns.

The magnitude of a flood is measured in terms of its peak discharge, which is the maximum volume of water passing a point along a channel in a given amount of time, usually expressed in cubic feet per second (cfs). Floods are usually referred to in terms of their chance of occurrence. For example, a 100-year flood has a 1% chance of occurring in any given year.

The Federal Emergency Management Agency (FEMA) establishes base flood heights and inundation areas for 100-year and 500-year flood zones. The 100-year flood zone is defined as the area that could be inundated by the flood which has a one percent probability of occurring in any given year. The 500-year flood is defined as the flood which has a 0.2 percent probability of occurring in any given year.

The City participates in the National Flood Insurance Program (NFIP). Created by Congress in 1968, the NFIP makes flood insurance available in communities that enact minimum floodplain management rules consistent with the Code of Federal Regulations §60.3.

Map 5-1: Flood Hazard Areas identifies areas within the City that have the potential to be impacted in the event of a 100-year or 500-year flood. Due to the elevated topography of the eastern portion of the City, the majority of the City south of Santa Ana Canyon Road is outside of the 500-year flood zone. FEMA's Flood Insurance Rate Maps (FIRMs) provide more detailed flood hazard map information and current maps are available in the Planning Department and the City's Main Library.

Table 5-3: El Niño Storm Event Years

El Nino Years			
1902-1903	1905-1906	1911-1912	1914-1915
1918-1919	1923-1924	1925-1926	1930-1931
1932-1933	1939-1940	1941-1942	1951-1952
1953-1954	1957-1958	1965-1966	1969-1970
1972-1973	1976-1977	1982-1983	1986-1987
1991-1992	1994-1995	1997-1998	

Impact of Flooding in the City of Covina

Floods and their impacts vary by location and severity of any given flood event, and likely only affect certain areas of the county during specific times. Based on the risk assessment, it is evident that floods will continue to have devastating economic impact to certain areas of the city.

Impact that is not quantified, but anticipated in future events includes:

- ✓ Injury and loss of life;
- ✓ Commercial and residential structural damage;
- ✓ Disruption of and damage to public infrastructure;
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values and
- ✓ Significant disruption to students and teachers as temporary facilities and relocations would likely be needed.

Property Loss Resulting from Flooding Events

The type of property damage caused by flood events depends on the depth and velocity of the flood waters. Faster moving flood waters can wash buildings off their foundations and sweep cars downstream. Pipelines, bridges, and other infrastructure can be damaged when high waters combine with flood debris. Extensive damage can be caused by basement flooding and landslide damage related to soil saturation from flood events. Most flood damage is caused by water saturating materials susceptible to loss (i.e., wood, insulation, wallboard, fabric, furnishings, floor coverings, and appliances). In many cases, flood damage to homes renders them unlivable.

Business/Industry

Flood events impact businesses by damaging property and by interrupting business. Flood events can cut off customer access to a business as well as close a business for repairs. A quick response to the needs of businesses affected by flood events can help a community maintain economic vitality in the face of flood damage. Responses to business damages can include funding to assist owners in elevating or relocating flood-prone business structures.

Public Infrastructure

Publicly owned facilities are a key component of daily life for all citizens of the county. Damage to public water and sewer systems, transportation networks, flood control facilities, emergency facilities, and offices can hinder the ability of the government to deliver services. Government can take action to reduce risk to public infrastructure from flood events, as well as craft public policy that reduces risk to private property from flood events.

Roads

During hazard events, or any type of emergency or disaster, dependable road connections are critical for providing emergency services. Roads systems in the City of Covina are maintained by multiple jurisdictions. Federal, state, county, and city governments all have a stake in protecting roads from flood damage. Road networks often traverse floodplain and floodway areas. Transportation agencies responsible for road maintenance are typically aware of roads at risk from flooding. The following is a list of critical bridges and roads that could be affected by a flooding event.

Bridges
Walnut Creek
- Reeder & Puente
- Covina Hills Road
- Oak Canyon
- Grand
- Grand & Badillo

Charter Oak Wash
- Banna & Farland
- Glendora
- San Bernardino
- Badillo & Monte Vista
- Barranca & Puente
- Barranca
- Rowland
- Workman

San Dimas Wash
- Arrow Hwy.
- Barranca
- Citrus
- Hollenbeck
- Conwell
- Azusa

Big Dalton Wash
- Azusa Avenue
- Lark Ellen Avenue

Storm Water Systems

Local drainage problems are common throughout the City of Covina. The City of Covina maintenance and operations staff is aware of local drainage threats. The problems are often present where storm water runoff enters culverts or goes underground into storm sewers. Inadequate maintenance can also contribute to the flood hazard in urban areas.

Debris in the Storm Drains

Storm water pollution is urban runoff water that picks up pollutants as it flows through the storm drain system – a network of channels, gutters and pipes that collect runoff from city streets, neighborhoods, farms, construction sites and parking lots – and empties directly into local waterways.

Unlike sewage, which goes to treatment plants, urban runoff flows untreated through the storm drain system. Anything thrown, swept or poured into the street, gutter or a catch basin – the curbside openings that lead into the storm drain system – can flow directly into our channels, creeks, bays and ocean. This includes pollutants like trash, pet waste, cigarette butts, motor oil, anti-freeze, runoff from pesticides and fertilizers, paint from brushes and containers rinsed in the gutter, and toxic household chemicals.

Contaminated urban runoff is an uncontrolled nonpoint source of pollution into local waters, and contributes to beach closures. Litter, leaves and other debris clog catch basins causing flooding when it rains. Storm water pollution may contribute to beach closures, which hurt local

businesses, tourism and Los Angeles County's image as a desirable place to live and work. It is illegal for businesses without a permit to discharge wastewater or other materials into the storm drain system.

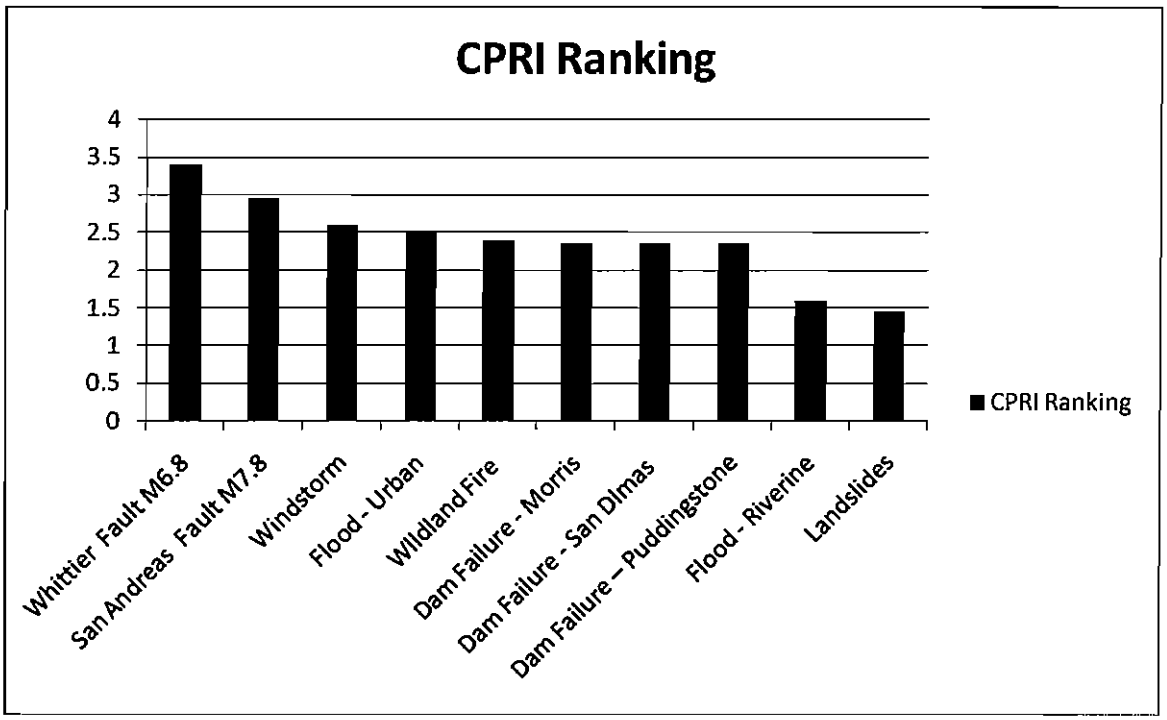
Water/Wastewater Treatment Facilities

City of Covina is in Los Angeles County Sanitation District 22. There are no sewage treatment facilities located within the City; sewage is treated at the Los Angeles County Sanitation District's San Jose Water Reclamation Plant located at 1965 Workman Mill Road in an unincorporated area adjacent to Whittier and Industry at the intersection of the 60 and 605 freeways. There are also five (5) water service companies/utilities that provide service in the City of Covina.

Water Quality

Environmental quality problems include bacteria, toxins, and pollution.

Section 6: Wildland Fire Hazards



Calculated Priority Risk Index (CPRI)	
Probability:	Possible
Magnitude/Severity:	Limited
Warning Time:	Less than 6 hours
Duration:	Less than one week

Why are Wildfires a Threat to Southern California?

A wildfire is an uncontrolled fire spreading through vegetative fuels and exposing or possibly consuming structures. They often begin unnoticed and spread quickly. Naturally occurring and non-native species of grasses, brush, and trees fuel wildfires. A Wildland Fire is a wildfire in an area in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities. A Wildland/Urban Interface Fire is a wildfire in a geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels.

People start more than 80 percent of wildfires, usually as debris burns, arson, or carelessness. Lightning strikes are the next leading cause of wildfires. Wildfire behavior is based on three primary factors: fuel, topography, and weather. The type, and amount of fuel, as well as its burning qualities and level of moisture affect wildfire potential and behavior. The continuity of fuels, expressed in both horizontal and vertical components is also a determinant of wildfire potential and behavior. Topography is important because it affects the movement of air (and thus the fire) over the ground surface. The slope and shape of terrain can change the speed at which the fire travels, and the ability of firefighters to reach and extinguish the fire. Weather affects the probability of wildfire and has a significant effect on its behavior. Temperature, humidity and wind (both short and long term) affect the severity and duration of wildfires. Los Angeles County's topography, consisting of a semi-arid coastal plain and rolling highlands, when fueled by shrub overgrowth, occasional Santa Ana winds and high temperatures, creates an ever-present threat of wildland fire. Extreme weather conditions such as high temperature,

low humidity, and/or winds of extraordinary force may cause an ordinary fire to expand into one of massive proportions.

For thousands of years, fires have been a natural part of the ecosystem in Southern California. However, wildfires present a substantial hazard to life and property in communities built within or adjacent to hillsides and mountainous areas. There is a huge potential for losses due to wildland/urban interface fires in Southern California. According to the California Division of Forestry (CDF), there were over seven thousand reportable fires in California in 2003, with over one million acres burned. According to CDF statistics, in the October 2003 Firestorms, over 4,800 homes were destroyed and 22 lives were lost.

Why are Wildfires a Threat to the City of Covina?

In urban areas, the effectiveness of fire protection efforts is based upon several factors, including the age of structures, efficiency of circulation routes that ultimately affect response times and availability of water resources to combat fires. In wildland areas, taking the proper precautions, such as the use of fire resistant building materials, a pro-active Fire Prevention inspection program, and the development of defensible space around structures where combustible vegetation is controlled, can protect developed lands from fires and, therefore, reduce the potential loss of life and property.

Other factors contribute to the severity of fires including weather and winds. Specifically, winds commonly referred to as Santa Ana winds, which occur during fire season (typically from June to the first significant rain in November) are particularly significant. Such "fire weather" is characterized by several days of hot dry weather and high winds, resulting in low fuel moisture in vegetation.

California experiences large, destructive wildland fires almost every year, and Los Angeles County is no exception. Wildland fires have occurred within the county, particularly in the fall of the year, ranging from small, localized fires to disastrous fires covering thousands of acres. The most severe fire protection problem in the area is wildland fire during Santa Ana wind conditions.

The City of Covina, although in Southern California, is not one of the foothill communities; however, a portion of the City does lie along Covina Hills/ Walnut Creek which is considered to be a Severe Fire Hazard Zone according to the Los Angeles County Fire Department. In recent history, the City of Covina has lost neither structures nor life to wild fires.

Historic Fires in Southern California

Large fires have been part of the Southern California landscape for millennia. Written documents reveal that during the 19th century human settlement of southern California altered the fire regime of coastal California by increasing the fire frequency. This was an era of very limited fire suppression, and yet like today, large crown fires covering tens of thousands of acres were not uncommon. One of the largest fires in Los Angeles County (60,000 acres) occurred in 1878.

Table 6-2: Destructive Fires in California 1961-2003
(Source: CalFIRE)

Destructive Fires in California History					
Fire Name	Date	County	Acres	Structures	Deaths
City of Berkeley	September 1923	Alameda	130	584	0
Bel Air	November 1961	Los Angeles	6,090	484	0
Laguna	September 1970	San Diego	175,425	382	5
Sycamore	July 1977	Santa Barbara	805	234	0
Kannan	October 1978	Los Angeles	25,385	224	0
Panorama	November 1980	San Bernardino	23,600	325	4
Paint	June 1990	Santa Barbara	4,900	641	1
Tunnel	October 1991	Alameda	1,600	2,900	25
Fountain	August 1992	Shasta	63,960	636	0
Laguna	October 1993	Orange	14,437	441	0
Topanga	November 1993	Los Angeles	18,000	323	3
Harmony	October 1996	San Diego	8,600	122	0
Canyon	September 1999	Shasta	2,580	230	0
Jones	October 1999	Shasta	26,200	954	1
Cedar	October 2003	San Diego	273,246	2,820	14
Paradise	October 2003	San Diego	56,700	415	2
Old	October 2003	San Bernardino	91,281	1,003	6
Simi	October 2003	Ventura	108,204	300	0
Grand Prix	October 2003	San Bernardino	59,448	196	0

During the 2003 fire season, more than 6.9 million acres of public and private lands burned in the U.S., resulting in loss of property, damage to resources, and disruption of community services. Taxpayers spent more than $1.6 billion to combat more than 88,400 fires nationwide. Many of these fires burned in wildland/urban interface areas and exceeded the fire suppression capabilities of those areas. Table 6-3: National Fire Suppression Costs illustrates fire suppression costs for state, private and federal lands.

Table 6-3: National Fire Suppression Costs
(Source: http://research.yale.edu/gisf/assets/pdf/ppf/wildfire_report.pdf)

Year	Suppression Costs	Acres Burned	Structures Burned
2000	$1.3 billion	8,422,237	861
2001	$0.5 billion	3,570,911	731
2002	$1.6 billion	6,937,584	815

The 2003 Southern California Fires

The fall of 2003 marked the most destructive wildfire season in California history. In a ten day period, 12 separate fires raged across Southern California in Los Angeles, Riverside, San Bernardino, San Diego and Ventura counties. The massive "Cedar Fire" in San Diego County alone consumed 2,800 homes and burned over a quarter of a million acres.

In October 2003, Southern California experienced the most devastating wildland fire disaster in state history. Over 739,597 acres burned; 3,631 homes, 36 commercial properties, and 1,169 outbuildings were destroyed; 246 people were injured; and 24 people died, including one firefighter. At the height of the siege, 15,631 personnel were assigned to fight the fires. (Source: State of California, *Governor's Blue Ribbon Panel Fire Commission Report to the Governor*, 2004)

Table 6-4: October 2003 Firestorm Statistics
(Source: http://www.fire.ca.gov/php/fire_er_content/downloads/2003LargeFires.pdf)

County	Fire Name	Date Began	Acres Burned	Homes Lost	Homes Damaged	Lives Lost
Riverside	Pass	10/21/03	2,397	3	7	0
Los Angeles	Padua	10/21/03	10,446	59	0	0
San Bernardino	Grand Prix	10/21/03	69,894	136	71	0
San Diego	Roblar 2	10/21/03	8,592	0	0	0
Ventura	Piru	10/23/03	63,991	8	0	0
Los Angeles	Verdale	10/24/03	8,650	1	0	0
Ventura	Simi	10/25/03	108,204	300	11	0

Table 6-4: October 2003 Firestorm Statistics
(Source: http://www.fire.ca.gov/php/fire_er_content/downloads/2003LargeFires.pdf)

County	Fire Name	Date Began	Acres Burned	Homes Lost	Homes Damaged	Lives Lost
San Diego	Cedar	10/25/03	273,246	2,820	63	14
San Bernardino	Old	10/25/03	91,281	1,003	7	6
San Diego	Otay / Mine	10/26/03	46,000	6	11	0
Riverside	Mountain	10/26/03	10,000	61	0	0
San Diego	Paradise	10/26/03	56,700	415	15	2
Total Losses			**749,401**	**4,812**	**185**	**22**

The 2007 Southern California Fires

In late October 2007, Southern California experienced an unusually severe fire weather event characterized by intense, dry, gusty Santa Ana winds. This weather event drove a series of destructive wildfires that took a devastating toll on people, property, natural resources, and infrastructure. Although some fires burned into early November, the heaviest damage occurred during the first three days of the siege when the winds were the strongest.

During the October 2007, Southern California fires, 17 people lost their lives and 140 firefighters and an unknown number of civilians were injured. A total of 3,069 homes and other buildings were destroyed over half a million acres of land were burned.

During this siege, 17 people lost their lives, ten were killed by the fires outright, three were killed while evacuating, four died from other fire siege related causes, and 140 firefighters, and an unknown number of civilians were injured. A total of 3,069 homes and other buildings were destroyed, and hundreds more were damaged. Hundreds of thousands of people were evacuated at the height of the siege. The fires burned over half a million acres, including populated areas, wildlife habitat and watershed. Portions of the electrical power distribution network, telecommunications systems, and even some community water sources were destroyed. Transportation was disrupted over a large area for several days, including numerous road closures. Both the Governor of California and the President of the United States personally toured the ongoing fires. Governor Schwarzenegger proclaimed a state of emergency in seven counties before the end of the first day. President Bush quickly declared a major disaster. While the total impact of the 2007 fire siege was less than the disastrous fires of 2003, it was unquestionably one of the most devastating wildfire events in the history of California. (Source: http://www.fire.ca.gov/fire_protection/downloads/siege/2007/Overview_Introduction.pdf)

Figure 6-1: Top 2007 Southern California Fires
(Source: http://www.fire.ca.gov/communicatios/downloads/fact_sheets/2007/Summary.pdf)

Top Five Fires In Acreage Burned (CAL FIRE Jurisdiction)						
Fire	Start	Contained	County	Acres	Structures Destroyed	Cause
Zaca	7/4	9/2	Santa Barbara	240,207	1	Human
Witch	10/21	10/31	San Diego	197,990	1,650	Equip. Use
Harris	10/21	10/31	San Diego	90,440	472	Under Investigation
Poomacha	10/23	11/10	San Diego	49,410	217	Under Investigation
Lick	9/3	9/11	Santa Clara	47,760	24	Debris
Witch	10/21	10/31	San Diego	197,7990	1,650	Equip. Use
Harris	10/21	10/31	San Diego	9,472	472	Misc.
Rice	10/22	10/28	San Diego	90,440	248	Under Investigation
Poomacha	10/23	11/10	San Diego	49,410	217	Under

Figure 6-1: Top 2007 Southern California Fires
(Source:
http://www.fire.ca.gov/communicatios/downloads/fact_sheets/2007/Summary.pdf)

Top Five Fires In Acreage Burned (CAL FIRE Jurisdiction)						
Fire	Start	Contained	County	Acres	Structures Destroyed	Cause
						Investigation
Corral	11/24	11/27	Los Angeles	4,901	80	Human

CAL FIRE 2008 Wildland Fire Summary

California Department of Forestry and Fire Protection (CAL FIRE)

	Fires (CAL FIRE jurisdiction)	Acres (CAL FIRE jurisdiction)
2008	3,593	380,310
2007	3,610	434,667
5 Yr. Avg. (2003-2007)	4,960	230,728

CAL FIRE Fire Suppression Cost (Fiscal Year July 2008 - June 2009): Estimate $460+ million

Dollar Damage Costs (CAL FIRE jurisdiction): $899,308,348

Structures Destroyed (CAL FIRE jurisdiction): 1,027

Top Five Fires In Acreage Burned (CAL FIRE Jurisdiction)

Fire	Start	Contained	County	Acres	Structures Destroyed	Cause
Camp	8/13	8/13	Butte	**47,647**	117	Lightning
Telegraph	7/25	9/15	Mariposa	**34,091**	133	Miscellaneous
Freeway	11/15	11/22	Riverside	**30,305**	245	Structure
Lakehead	6/21	8/23	Shasta	**27,936**	12	Lightning
Humboldt	6/11	6/16	Butte	**23,344**	351	Arson

Top Five Fires In Structures Destroyed (CAL FIRE Jurisdiction)

Fire	Start	Contained	County	Acres	Structures Destroyed	Cause
Humboldt	6/11	6/16	Butte	23,344	**351**	Arson
Freeway	11/15	11/22	Riverside	30,305	**245**	Structure
Telegraph	7/25	9/15	Mariposa	34,091	**133**	Miscellaneous
Camp	8/13	8/13	Butte	47,647	**117**	Lightning
Summit	5/22	6/15	Santa Clara	4,270	**91**	Undetermined

Wildfire Characteristics

There are three categories wildland/urban interface fire: The classic wildland/urban interface exists where well-defined urban and suburban development presses up against open expanses of wildland areas; the mixed wildland/urban interface is characterized by isolated homes, subdivisions, and small communities situated predominantly in wildland settings. The occluded wildland/urban interface exists where islands of wildland vegetation occur inside a largely urbanized area. Certain conditions must be present for significant interface fires to occur. The most common conditions include: hot, dry and windy weather; the inability of fire protection forces to contain or suppress the fire; the occurrence of multiple fires that overwhelm committed

resources; and a large fuel load (dense vegetation). Once a fire has started, several conditions influence its behavior, including fuel topography, weather, drought, and development.

Southern California has two distinct areas of risk for wildland fire. The foothills and lower mountain areas are most often covered with scrub brush or chaparral. The higher elevations of mountains also have heavily forested terrain. The lower elevations covered with chaparral create one type of exposure.

"Past fire suppression is not to blame for causing large shrub land wildfires, nor has it proven effective in halting them." said Dr. Jon Keeley, a USGS fire researcher who studies both southern California shrub lands and Sierra Nevada forests. "Under Santa Ana conditions, fires carry through all chaparral regardless of age class. Therefore, prescribed burning programs over large areas to remove old stands and maintain young growth as bands of firebreaks resistant to ignition are futile at stopping these wildfires."
(Source: http://www.usgs.gov/public/press/public_affairs/press_releases/pr1805m.html)

The higher elevations of Southern California's mountains are typically heavily forested. The magnitude of the 2003 fires is the result of three primary factors: (1) severe drought, accompanied by a series of storms that produce thousands of lightning strikes and windy conditions; (2) an infestation of bark beetles that has killed thousands of mature trees; and (3) the effects of wildfire suppression over the past century that has led to buildup of brush and small diameter trees in the forests.

"When Lewis and Clark explored the Northwest, the forests were relatively open, with 20 to 25 mature trees per acre. Periodically, lightning would start fires that would clear out underbrush and small trees, renewing the forests. Today's forests are completely different, with as many as 400 trees crowded onto each acre, along with thick undergrowth. This density of growth makes forests susceptible to disease, drought and severe wildfires. Instead of restoring forests, these wildfires destroy them and it can take decades to recover. This radical change in our forests is the result of nearly a century of well-intentioned but misguided management." (Source: Overgrown Forests Require Preventive Measures, By Gale A. Norton (Secretary of the Interior), USA Today Editorial, August 21, 2002)

The Interface

One challenge Southern California faces regarding the wildfire hazard is from the increasing number of houses being built on the urban/wildland interface. Every year the growing population expands further into the hills and mountains, including forest lands. The increased "interface" between urban/suburban areas, and the open spaces created by this expansion, produces a significant increase in threats to life and property from fires, and pushes existing fire protection systems beyond original or current design and capability. Property owners in the interface are not aware of the problems and fire hazards or risks on their own property. Furthermore, human activities increase the incidence of fire ignition and potential damage.

Fuel

Fuel is the material that feeds a fire and is a key factor in wildfire behavior. Fuel is classified by volume and by type. Volume is described in terms of "fuel loading," or the amount of available vegetative fuel.

The type of fuel also influences wildfire. Chaparral is a primary fuel of Southern California wildfires. Chaparral habitat ranges in elevation from near sea level to over 5,000' in Southern California. Chaparral communities experience long dry summers and receive most of their annual precipitation from winter rains. Although chaparral is often considered as a single species, there are two distinct types; hard chaparral and soft chaparral.
Within these two types are dozens of different plants, each with its own particular characteristics.

"Fire has been important in the life cycle of chaparral communities for over 2 million years; however, the true nature of the "fire cycle" has been subject to interpretation. In a period of 750 years, it generally thought that fire occurs once every 65 years in coastal drainages and once every 30 to 35 years inland."

"The vegetation of chaparral communities has evolved to a point it requires fire to spawn regeneration. Many species invite fire through the production of plant materials with large surface-to-volume ratios, volatile oils, and through periodic die-back of vegetation. These species have further adapted to possess special reproductive mechanisms following fire. Several species produce vast quantities of seeds which lie dormant until fire triggers germination. The parent plant which produces these seeds defends itself from fire by a thick layer of bark which allows enough of the plant to survive so that the plant can crown sprout following the blaze. In general, chaparral community plants have adapted to fire through the following methods; a) fire induced flowering; b) bud production and sprouting subsequent to fire; c) in-soil seed storage and fire stimulated germination; and d) on plant seed storage and fire stimulated dispersal."

An important element in understanding the danger of wildfire is the availability of diverse fuels in the landscape, such as natural vegetation, manmade structures and combustible materials. A house surrounded by brushy growth rather than cleared space allows for greater continuity of fuel and increases the fire's ability to spread. After decades of fire suppression "dog-hair" thickets have accumulated, which enable high intensity fires to flare and spread rapidly.

Topography

Topography influences the movement of air, thereby directing a fire course. For example, if the percentage of uphill slope doubles, the rate of spread in wildfire will likely double. Gulches and canyons can funnel air and act as chimneys, which intensify fire behavior and cause the fire to spread faster. Solar heating of dry, south-facing slopes produces up slope drafts that can complicate fire behavior. Unfortunately, hillsides with hazardous topographic characteristics are also desirable residential areas in many communities. This underscores the need for wildfire hazard mitigation and increased education and outreach to homeowners living in interface areas.

Weather

Weather patterns combined with certain geographic locations can create a favorable climate for wildfire activity. Areas where annual precipitation is less than 30 inches per year are extremely fire susceptible.
High-risk areas in Southern California share a hot, dry season in late summer and early fall when high temperatures and low humidity favor fire activity. The so-called "Santa Ana" winds,

which are heated by compression as they flow down to Southern California from Utah, create a particularly high risk, as they can rapidly spread what might otherwise be a small fire.

Drought

Recent concerns about the effects of climate change, particularly drought, are contributing to concerns about wildfire vulnerability. The term 'drought' is applied to a period in which an unusual scarcity of rain causes a serious hydrological imbalance. Unusually dry winters, or significantly less rainfall than normal, can lead to relatively drier conditions and leave reservoirs and water tables lower. Drought leads to problems with irrigation and contributes to additional fires, or increased difficulty in fighting fires.

Development

Growth and development in scrubland and forested areas is increasing the number of human-caused structures in Southern California interface areas. Wildfire affects development, yet development can also influence wildfire. Owners often prefer homes that are private with scenic views, nestled in vegetation, and use natural materials. A private setting is usually far from public roads, or hidden behind a narrow, curving driveway. These conditions, however, make evacuation and fire fighting difficult. The scenic views found along mountain ridges can also mean areas of dangerous topography. Natural vegetation contributes to scenic beauty, but it may also provide a ready trail of fuel leading a fire directly to the combustible fuels of the home itself.

Wildfire Hazard Assessment

Hazard Identification

Extreme weather conditions such as high temperature, low humidity, and/or winds of extraordinary force causes an ordinary fire to expand into one of massive proportions.

Wildfire hazard areas are commonly identified in regions of the wildland/urban interface. Ranges of the wildfire hazard are further determined by the ease of fire ignition due to natural or human conditions and the difficulty of fire suppression. The wildfire hazard is also magnified by several factors related to fire suppression/control such as the surrounding fuel load, weather, topography, and property characteristics.

Generally, hazard identification rating systems are based on weighted factors of fuels, weather and topography. In order to determine the "base hazard factor" of specific wildfire hazard sites and interface regions, several factors must be taken into account. Categories used to assess the base hazard factor include:

- ✓ Topographic location, characteristics and fuels
- ✓ Site/building construction and design
- ✓ Site/region fuel profile (landscaping)
- ✓ Defensible space
- ✓ Accessibility
- ✓ Fire protection response
- ✓ Water availability

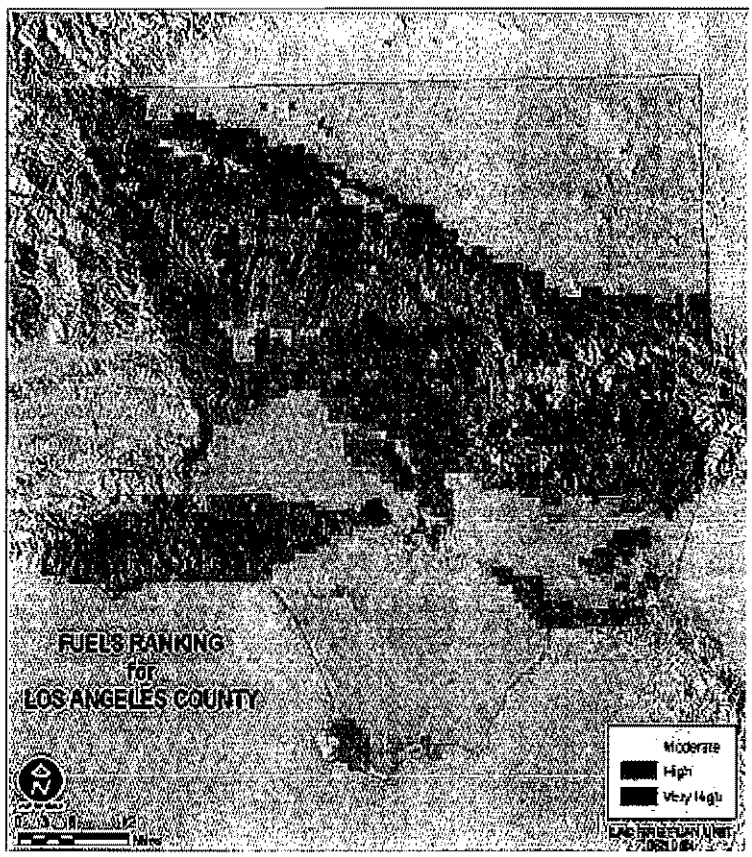
Vulnerability Assessment

The use of Geographic Information System (GIS) technology in recent years is a great asset to fire hazard assessment, allowing further integration of fuels, weather and topography data for such ends as fire behavior prediction, watershed evaluation, mitigation strategies and hazard mapping. Map 6-1: Statewide Map of Wildland Fire Threat incorporates GIS and data from the State of California's Fire and Resource Management Plan (FRAP).

Large facilities (particularly schools and other facilities with vulnerable populations) located near the Wildland/Urban Interface must incorporate adequate evacuation planning into their Site Emergency Plans. Fire drills and fire evacuation routes should be pre-planned and practiced with transportation vehicles and shelter locations pre-planned.

Map 6-1: Statewide Map of Wildland Fire Threat
(Source: http://frap.cdf.ca.gov)

Map 6-2: Los Angeles County Fire Hazard Map
(Source: Los Angeles County Mitigation Plan)



Risk Analysis

Southern California residents are served by a variety of local fire departments as well as county, state and federal fire resources. Data that includes the location of interface areas in the county can be used to assess the population and total value of property at risk from wildfire and direct these fire agencies in fire prevention and response.

Key factors included in assessing wildfire risk include ignition sources, building materials and design, structural density, slope, vegetative fuel, fire occurrence and weather, as well as occurrences of drought.

The National Wildland/Urban Fire Protection Program has developed the Wildland/Urban Fire Hazard Assessment Methodology tool for communities to assess their risk to wildfire. For more information on wildfire hazard assessment refer to http://www.Firewise.org.

Fire hazards of concern in the City are those associated with structures and brush, as well as earthquake induced fires. Fire potential is typically greatest in the months of August, September, and October, when dry vegetation, combined with offshore dry Santa Ana winds, create a high potential for spontaneous fires. The hillsides and steep slopes facilitate rapid fire spread.

Local Conditions

Fire hazards threaten lives, property, and natural resources, and impact vegetation and wildlife habitats.

Weather

Weather conditions have many complex and important effects on fire intensity and behavior. Wind is of prime importance; as wind increases in velocity, the rate of fire spread also increases. Relative humidity (i.e., relative dryness of the air) also has a direct effect, the drier the air, and the drier the vegetation; the more likely the vegetation will ignite and burn. Precipitation (annual total, seasonal distribution and storm intensity) further affects the moisture content of dead and living vegetation, which influences fire ignition and behavior.

In addition to winds, structural development within or adjacent to wildland exposures represents an extreme fire protection problem due to flying embers and the predominance of combustible roof coverings.

Topography

Topography affects wildland fire behavior, and the ability of firefighters and their equipment to take action to suppress those fires. One example is a fire starting in the bottom of a canyon may expand quickly to the ridge top before initial attack forces can arrive. Rough topography greatly limits road construction, road standards, and accessibility by ground equipment. Steep topography also channels airflow, creating extremely erratic winds on lee slopes and in canyons. Water supply for fire protection to structures at higher elevations is frequently dependent on pumping units. The source of power for such units is usually from overhead distribution lines, which are subject to destruction by wildland fires.

Vegetation

A key to effective fire control and the successful accommodation of fire in wildland management is the understanding of fire and its environment. Fire environment is the complex of fuel, topographic, and air mass factors, that influence the inception, growth, and behavior of a fire. The topography and weather components are, for all practical purposes, beyond man's control, but it is a different story with fuels, which can be controlled before the outbreak of fires. In terms of future urban expansion, finding new ways to control and understand these fuels can lead to possible fire reduction.

Of these different vegetation types, coastal sage scrub, chaparral, and grasslands reach some degree of flammability during the dry summer months and, under certain conditions, during the winter months. For example, as chaparral gets older, twigs and branches within the plants die and are held in place. A stand of brush 10- to 20-years of age usually has enough dead material to produce rates of spread about the same as in grass fires when the fuels have dried out. In severe drought years, additional plant material may die, contributing to the fuel load. There will normally be enough dead fuel accumulated in 20- to 30-year old brush to give rates of spread about twice as fast as in a grass fire. Under moderate weather conditions that produce a spread rate of one-half foot per second in grass, a 20- to 30-year old stand of chaparral may have a rate of fire spread of about one foot per second. Fire spread in old brush (40 years or older) has been measured at eight times as fast as in grass, about four feet per second. Under

extreme weather conditions, the fastest fire spread in grass is 12 feet per second or about eight miles per hour.

Community Wildfire Issues

What is Susceptible to Wildfires?

The City has identified properties within Very High Fire Hazard Severity Zones. As shown in Map 6-3: Covina Region Fire Susceptibility Map. Defensible space can be created around structures by taking precautionary measures such as: Thinning trees and brush within a minimum of 30 feet of a home. Beyond 30 feet, remove dead wood, debris and low tree branches. Keeping lawns trimmed, leaves raked, and the roof and rain-gutters free from debris such as dead limbs and leaves. Stacking firewood at least 30 feet away from a home. Storing flammable materials, liquids and solvents in metal containers outside the home at least 30 feet away from structures and wooden fences.

In Covina, this scenario highlights the need for fire mitigation activity in all sectors of the region, wildland/urban interface or not. Examples of actions homeowners can take to mitigate fires include:

- ✓ Define a defensible space of a 30-foot non-combustible buffer area around the house
- ✓ Reduce flammable vegetation, trees and brush around the house
- ✓ Remove or prune trees
- ✓ Cut grass and weeds regularly
- ✓ Relocate wood piles and leftover materials
- ✓ Keep it clean
- ✓ Install fire resistant roofing materials and spark arrestors on chimneys

Map 6-3: Covina Region Fire Susceptibility Map
(Source: City of Covina General Plan)

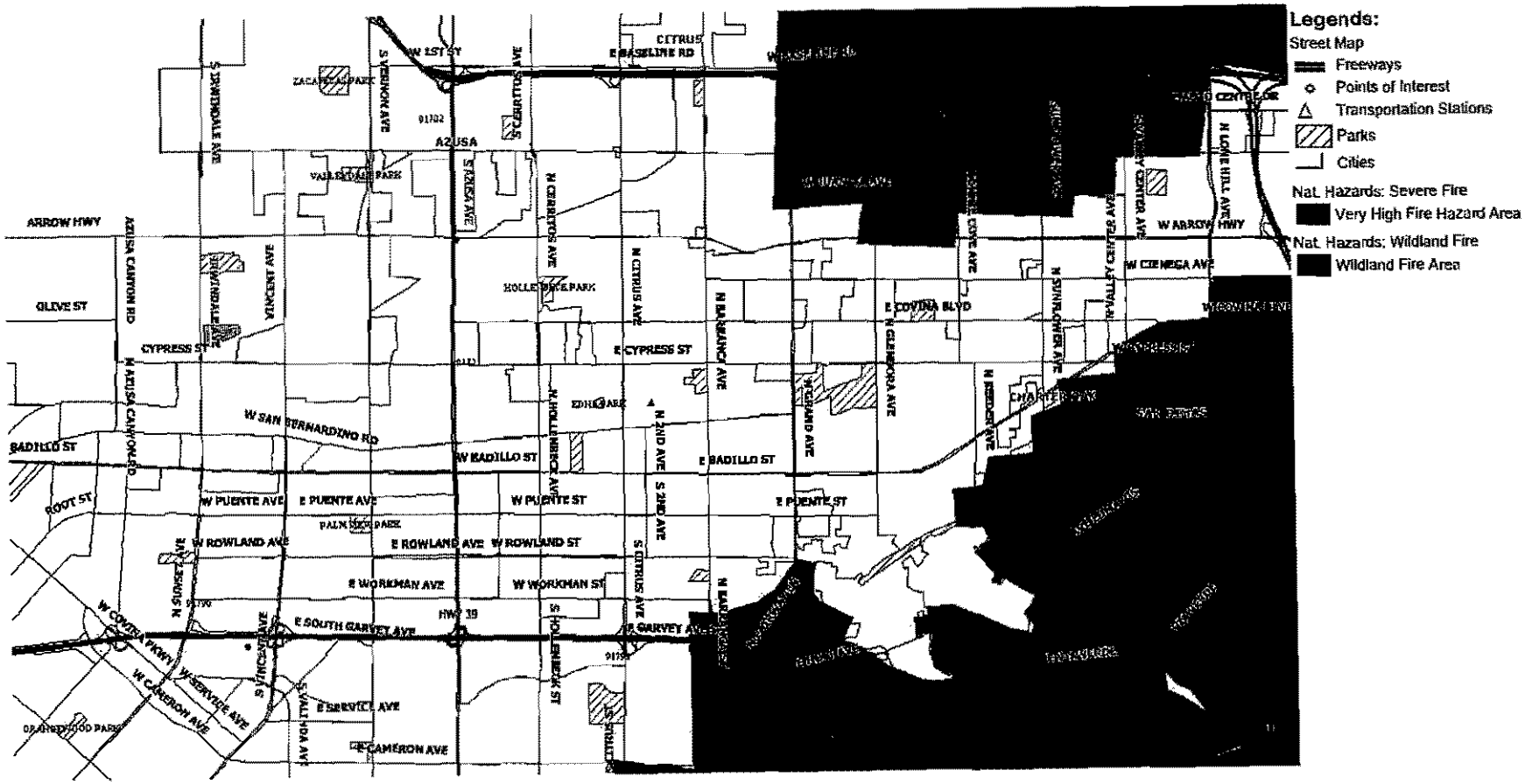


EXHIBIT A

Impact of Wildfire in the City of Covina

Wildfires and their impact varies by location and severity of any given wildfire event, and will likely only affect certain areas of the county during specific times. Based on the risk assessment, it is evident that wildfires will have potentially devastating economic impact to certain areas of the city. Impact that is not quantified, but can be anticipated in future events, includes:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values
- ✓ Significant disruption to students and teachers as temporary facilities and relocations would likely be needed

Severity

The primary effects of fire, such as loss of life, injury, destruction of buildings and wildlife, are generally well known. Fire also has a number of secondary effects, such as strained public utilities, depleted water supplies, downed power lines, disrupted telephone systems, and closed roads. In addition, flood control facilities are overtaxed by the increased flow from bare hillsides, and the resulting debris that washes down. Affected recreation areas may have to close or restrict operations. Moreover, buildings destroyed by fire are usually eligible for property tax reassessment, which reduces revenue to local government.

A fire is usually extinguished within a few days, but its effects last much longer. Grassland re-sprout the following spring, a chaparral community regenerate in three to five years, and an oak woodland with most of its seedlings and saplings destroyed will start a new crop within five to ten years. Coniferous timber stands are most susceptible to long-term damage, taking as much as 50 to 100 years to reestablish a forest.

Fire destroys surface vegetation, leaving the soil bare and subject to erosion, when the rains begin in the fall and winter. Raindrops hit the surface with undiminished impact, splashing particles of soil loose that move downhill and are carried away by running water. Fire also destroys most of the roots that hold the soil in place, allowing running water to wash the soil away. Mudslides and mudflows can result from these processes.

Growth and Development in the Interface

The hills and mountainous areas of Southern California are considered to be interface areas. The development of homes and other structures is encroaching onto the wildlands and is expanding the wildland/urban interface. The interface neighborhoods are characterized by a diverse mixture of varying housing structures, development patterns, ornamental and natural vegetation and natural fuels.

In the event of a wildfire, vegetation, structures and other flammables can merge into unwieldy and unpredictable events. Factors important to the fighting of such fires include access, firebreaks, proximity of water sources, distance from a fire station and available firefighting personnel and equipment. Reviewing past wildland/urban interface fires shows that many structures are destroyed or damaged for one or more of the following reasons:

- ✓ Combustible roofing material
- ✓ Wood construction
- ✓ Structures with no defensible space
- ✓ Fire department has poor access to structures
- ✓ Subdivisions located in heavy natural fuel types
- ✓ Structures located on steep slopes covered with flammable vegetation
- ✓ Limited water supply
- ✓ Winds over 30 miles per hour

Road Access

Road access is a major issue for all emergency service providers. As development encroaches into the rural areas of the county, the number of houses without adequate turn-around space is increasing. In many areas, there is not adequate space for emergency vehicle turnarounds in single-family residential neighborhoods, obstructing emergency workers because they cannot access houses. Fire trucks are large, and firefighters are challenged by narrow roads and limited access. When there is inadequate turn around space, the fire fighters can only work to remove the occupants, but cannot safely remain to save the threatened structures.

Water Supply

Fire fighters in remote and rural areas are faced by limited water supply and lack of hydrant taps. Rural areas are characteristically outfitted with small diameter pipe water systems, inadequate for providing sustained fire fighting flows.

Interface Fire Education Programs and Enforcement

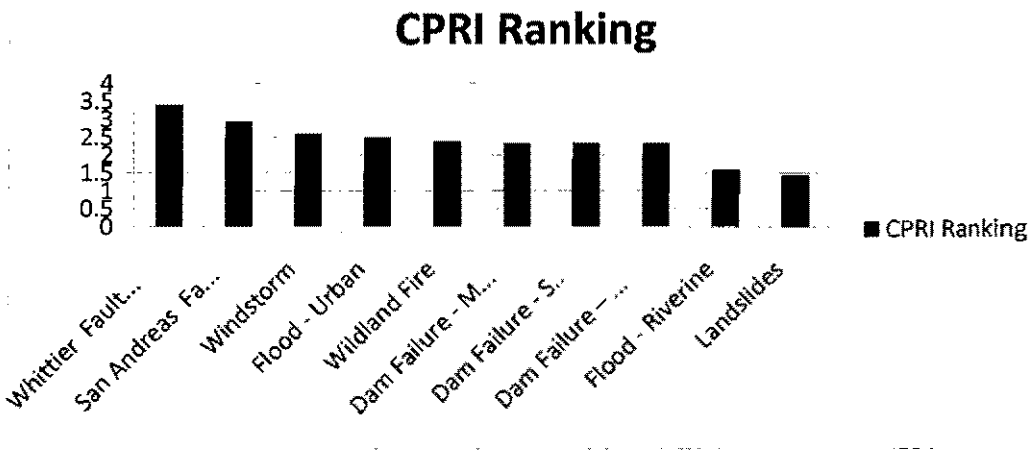
Fire protection in urban/wildland interface areas may rely heavily more on the landowner's personal initiative to take measures to protect his or her own property. Therefore, public education and awareness plays a greater role in interface areas. In those areas with strict fire codes, property owners who resist maintaining the minimum brush clearances can be cited for failure to clear brush.

The Need for Mitigation Programs

Continued development into the interface areas has growing impact on the wildland/urban interface. Periodically, the historical losses from wildfires in Southern California are catastrophic, with historical deadly and expensive fires. The continued growth and development increases the public need for mitigation planning in Southern California.

Section 7: Landslide Hazards

Landslides/mudslides can cause abrupt depression and lateral displacement of hillside surfaces over distances of up to several hundreds of feet, disruption of surface drainage, blockage of flood control channels and roadways and displacement or destruction of improvements such as roadways, buildings, and water wells.



Calculated Priority Risk Index (CPRI)	
Probability:	Unlikely
Magnitude/Severity:	Negligible
Warning Time:	Less than 6 hours
Duration:	Less than 6 hours

Why are Landslides a Threat to the City of Covina?

Landslides are a serious geologic hazard in almost every state in America. Nationally, landslides cause 25 to 50 deaths each year. The best estimate of direct and indirect costs of landslide damage in the United States range between $1 and $2 billion annually. As a seismically active region, California has a significant number of locations impacted by landslides. Some landslides result in private property damage; other landslides impact transportation corridors, fuel and energy conduits, and communication facilities. They can also pose a serious threat to human life.

Landslides can be broken down into two categories: 1) rapidly moving (generally known as debris flows), and; 2) slow moving. Rapidly moving landslides or debris flows present the greatest risk to human life, and people living in or traveling through areas prone to rapidly moving landslides, are at increased risk of serious injury. Slow moving landslides can cause significant property damage, but are less likely to result in serious human injuries.

The primary effects of mudslides/landslides include: abrupt depression and lateral displacement of hillside surfaces over distances of up to several hundreds of feet, disruption of surface

drainage, blockage of flood control channels and roadways, displacement or destruction of improvements such as roadways, buildings, and water wells.

Historic Southern California Landslides

1928 St. Francis Dam

Cost, $672.1 million (2000 Dollars) The dam, located in Los Angeles County, gave way on March 12, and its waters swept through the Santa Clara Valley toward the Pacific Ocean, about 54 miles away. Sixty five miles of valley was devastated, and over 500 people were killed.

1956 Portuguese Bend

Cost, $14.6 million (2000 Dollars) California Highway 14, Palos Verdes Hills. Land use on the Palos Verdes Peninsula consists mostly of single-family homes built on large lots, many of which have panoramic ocean views. All of the houses were constructed with individual septic systems, generally consisting of septic tanks and seepage pits. Landslides have been active here for thousands of years, but recent landslide activity has been attributed in part to human activity. The Portuguese Bend Landslide began its modern movement in August 1956, when displacement was noticed at its northeast margin. Movement gradually extended downslope so that the entire eastern edge of the slide mass was moving within 6 weeks. By the summer of 1957, the entire slide mass was sliding towards the sea.

1958-1971 Pacific Palisades

Cost, $29.1 million (2000 Dollars) California Highway 1 and house damaged.

1961 Mulholland Cut

Cost, $41.5 million (2000 Dollars) On Interstate 405, 11 miles north of Santa Monica, Los Angeles County.

1963 Baldwin Hills Dam

Cost, $50 million (1963 Dollars) On December 14, the 650 foot long by 155 foot high earth fill dam gave way and sent 360 million gallons of water in a fifty foot high wall cascading onto the community below, killing five persons.

1969 Glendora

Cost, $26.9 million (2000 Dollars) Los Angeles County, 175 houses damaged, mainly by debris flows.

1969 Seventh Ave., Los Angeles County

Cost, $14.6 million (2000 Dollars) California Highway 60.

1970 Princess Park

Cost, $29.1 million (2000 Dollars) California Highway 14, ten miles north of Newhall, near Saugus, northern Los Angeles County.

1971 Upper and Lower Van Norman Dams, San Fernando

Cost, $302.4 million (2000 Dollars) Earthquake-induced landslides. Damage due to the February 9, 1971, Magnitude 7.5 San Fernando, Earthquake.
The earthquake of February 9 severely damaged the Upper and Lower Van Norman Dams.

1971 Juvenile Hall, San Fernando

Cost, $266.6 million (2000 Dollars) Landslides caused by the February 9, 1971, San Fernando earthquake. In addition to damaging the San Fernando Juvenile Hall, this 1.2 km-long slide damaged trunk lines of the Southern Pacific Railroad, San Fernando Boulevard, Interstate Highway 5, the Sylmar electrical converter station, and several pipelines and canals.

1977-1980 Monterey Park, Repetto Hills, Los Angeles County

Cost, $14.6 million (2000 Dollars) 100 houses damaged in 1980 due to debris flows.

1978 Bluebird Canyon Orange County

Cost, $52.7 million (2000 Dollars) October 2, 60 houses destroyed or damaged. Unusually heavy rains in March of 1978 may have contributed to initiation of the landslide. Although the 1978 slide area was approximately 3.5 acres, it is suspected to be a portion of a larger, ancient landslide.

1979 Big Rock, California, Los Angeles County

Cost, $1.08 billion (2000 Dollars) California Highway 1 rockslide.

1980 Southern California Slides

Cost, $1.1 billion in damage (2000 Dollars) Heavy winter rainfall in 1979-90 caused damage in six Southern California counties. In 1980, the rainstorm started on February 8. A sequence of 5 days of continuous rain and 7 inches of precipitation had occurred by February 14. Slope failures were beginning to develop by February 15 and then very high-intensity rainfall occurred on February 16. As much as eight inches of rain fell in a six hour period in many locations. Records and personal observations in the field on February 16 and 17 showed that the mountains and slopes literally fell apart on those two days.

1983 San Clemente, Orange County

Cost, $65 million (2000 Dollars), California Highway 1. Litigation at that time involved approximately $43.7 million (2000).

1983 Big Rock Mesa

Cost, $706 million (2000 Dollars) in legal claims condemnation of 13 houses, and 300 more threatened rockslide caused by rainfall.

1978-1980 San Diego County

Experienced major damage from storms in 1978, 1979, and 1979-80, as did neighboring areas of Los Angeles and Orange County. One hundred and twenty landslides were reported to have occurred in San Diego County during these 2 years. Rainfall for the rainy seasons of 78-79 and 79-80 was 14.82 and 15.61 inches (37.6 and 39.6 cm) respectively, compared to a 125-year average (1850-1975) of 9.71 inches (24.7 cm). Significant landslides occurred in the Friars Formation, a unit that was noted as slide-prone in the Seismic Safety Study for the City of San Diego. Of the nine landslides that caused damage in excess of $1 million, seven occurred in the Friars Formation, and two in the Santiago Formation in the northern part of San Diego County.

1994 Northridge Earthquake Landslides

As a result of the Magnitude 6.7 Northridge Earthquake, more than 11,000 landslides occurred over an area of 10,000 km^2. Most were in the Santa Susana Mountains and in mountains north of the Santa Clara River Valley. Destroyed dozens of homes, blocked roads, and damaged oil-field infrastructure. Caused deaths from Coccidioidomycosis (valley fever) the spore of which was released from the soil and blown toward the coastal populated areas. The spore was released from the soil by the landslide activity.

March 1995 Los Angeles and Ventura Counties

Above normal rainfall triggered damaging debris flows, deep-seated landslides, and flooding. Several deep-seated landslides were triggered by the storms, the most notable was the La Conchita landslide, which in combination with a local debris flow, destroyed or badly damaged 11 to 12 homes in the small town of La Conchita, about 20 km west of Ventura. There also was widespread debris-flow and flood damage to homes, commercial buildings, and roads and highways in areas along the Malibu coast that had been devastated by wildfire two years before.

January 2005 Ventura County

On January 10, 2005, a landslide once again struck the community of La Conchita, killing ten people and destroying or seriously damaging 36 houses.

Landslide Characteristics

What is a landslide?

"A landslide is defined as, the movement of a mass of rock, debris, or earth movement down a slope. Landslides are a type of "mass wasting" which denotes any down slope movement of soil and rock under the direct influence of gravity. The term "landslide" encompasses events such as rock falls, topples, slides, spreads, and flows.

Landslides are initiated by rainfall, earthquakes, volcanic activity, changes in groundwater, disturbance and change of a slope by human-caused construction activities, or any combination of these factors. Landslides also occur underwater, causing tidal waves and damage to coastal areas. These landslides are called submarine landslides."

The size of a landslide usually depends on the geology and the initial cause of the landslide. Landslides vary greatly in their volume of rock and soil, the length, width, and depth of the area affected, frequency of occurrence, and speed of movement. Some characteristics that determine the type of landslide are slope of the hillside, moisture content, and the nature of the underlying materials. Landslides are given different names, depending on the type of failure, and their composition and characteristics.

Slides move in contact with the underlying surface. These movements include rotational slides where sliding material moves along a curved surface and translational slides where movement occurs along a flat surface. These slides are generally slow moving and can be deep. Slumps are small rotational slides that are generally shallow. Slow-moving landslides occur on relatively gentle slopes and cause significant property damage, but are far less likely to result in serious injuries than rapidly moving landslides.

"Failure of a slope occurs when the force that is pulling the slope downward (gravity) exceeds the strength of the earth materials that compose the slope. They move slowly, (millimeters per year) or move quickly and disastrously, as is the case with debris-flows. Debris-flows travels down a hillside of speeds up to 200 miles per hour (more commonly, 30 – 50 miles per hour), depending on the slope angle, water content, and type of earth and debris in the flow. These flows are initiated by heavy, usually sustained, periods of rainfall, but sometimes happen as a result of short bursts of concentrated rainfall in susceptible areas. Burned areas charred by wildfires are particularly susceptible to debris flows, given certain soil characteristics and slope conditions."

What is a Debris Flow?

A debris or mud flow is a river of rock, earth and other materials, including vegetation that is saturated with water. This high percentage of water gives the debris flow a very rapid rate of movement down a slope. Debris flows often with speeds greater than 20 mile per hour, and often move much faster. This high rate of speed makes debris flows extremely dangerous to people and property in its path.

Local Conditions

Landslides are a common hazard in California. Weathering and the decomposition of geologic materials produces conditions conducive to landslides, and human activity, further exacerbates many landslide problems.

Many landslides are difficult to mitigate, particularly in areas of large historic movement with weak underlying geologic materials. As communities continue to modify the terrain and influence natural processes, it is important to be aware of the physical properties of the underlying soils as they, along with climate, create landslide hazards. Even with proper planning, landslides continue to threaten the safety of people, property, and infrastructure, but without proper planning, landslide hazards are even more common and more destructive.

The increasing scarcity of buildable land, particularly in urban areas, increases the tendency to build on geologically marginal land. Additionally, hillside housing developments in Southern California are prized for the view lots that they provide.

Rock falls occur when blocks of material come loose on steep slopes. Weathering, erosion, or excavations, such as those along highways, cause falls where the road has been cut through bedrock. They are fast moving with the materials free falling or bouncing down the slope. In falls, material is detached from a steep slope or cliff. The volume of material involved is generally small, but large boulders or blocks of rock can cause significant damage.

Earth flows are plastic or liquid movements in which land mass (e.g. soil and rock) breaks up and flows during movement. Earthquakes often trigger flows. Debris flows normally occur when a landslide moves downslope as a semi-fluid mass scouring, or partially scouring soils from the slope along its path. Flows are, typically, rapidly moving, and tend to increase in volume as they scour out the channel. Flows often occur during heavy rainfall, can occur on gentle slopes, and move rapidly for large distances.

Landslides are often triggered by periods of heavy rainfall. Earthquakes, subterranean water flow and excavations can also trigger landslides. Certain geologic formations are more susceptible to landslides than others. Human activities, including locating development near steep slopes, can increase susceptibility to landslide events. Landslides on steep slopes are more dangerous because movements are rapid.

Although landslides are a natural geologic process, the incidence of landslides and the impact on people are exacerbated by human activities. Grading for road construction and development increases slope steepness. Grading and construction decreases the stability of a hill slope by adding weight to the top of the slope, removing support at the base of the slope, and increasing water content. Other human activity affecting landslides include: excavation, drainage and groundwater alterations, and changes in vegetation.

Wildland fires in hills covered with chaparral are often a precursor to debris flows in burned out canyons. The extreme heat of a wildfire creates a soil condition in which the earth becomes impervious to water by creating a waxy-like layer just below the ground surface. Since the water cannot be absorbed into the soil, it rapidly accumulates on slopes, often gathering loose particles of soil in to a sheet of mud and debris. Debris flows often originates miles away from unsuspecting persons, and approaches them at a high rate of speed with little warning.

Natural processes can cause landslides or re-activate historical landslide sites. The removal or undercutting of shoreline-supporting material along bodies of water by currents and waves produces countless small slides each year. Seismic tremors can trigger landslides on slopes historically known to have landslide movement. Earthquakes also cause additional failure (lateral spreading) that occurs on gentle slopes above steep streams and riverbanks.

Areas Particularly Susceptible to Landslides

Locations at risk from landslides or debris flows include areas with one or more of the following conditions:

- ✓ On or close to steep hills

- ✓ Steep road-cuts or excavations
- ✓ Existing landslides or places of known historic landslides (such sites often have tilted power lines, trees tilted in various directions, cracks in the ground, and irregular-surfaced ground)
- ✓ Steep areas where surface runoff is channeled, such as below culverts, V-shaped valleys, canyon bottoms, and steep stream channels
- ✓ Fan-shaped areas of sediment and boulder accumulation at the outlets of canyons
- ✓ Canyon areas below hillside and mountains that recently (within 1-6 years) were subjected to a wildland fire

Impacts of Development

Although landslides are a natural occurrence, human impact can substantially affect the potential for landslide failures in the City of Covina. Proper planning and geotechnical engineering will reduce the threat of safety of people, property, and infrastructure.

Excavation and Grading

Slope excavation is common in the development of home sites or roads on sloping terrain. Grading these slopes results in slopes that are steeper than the pre-existing natural slopes. Since slope steepness is a major factor in landslides, these steeper slopes are at an increased risk for landslides.
The added weight of fill placed on slopes also results in an increased landslide hazard. Small landslides are fairly common along roads, in either the road cut or the road fill. Landslides occurring below new construction sites are indicators of the potential impacts stemming from excavation.

Drainage and Groundwater Alterations

Water flowing through or above ground, is often the trigger for landslides. Any activity that increases the amount of water flowing into landslide-prone slopes increases landslide hazards. Broken or leaking water or sewer lines can be especially problematic, as does water retention facilities that direct water onto slopes. However, even lawn irrigation in landslide prone locations results in damaging landslides. Ineffective storm water management and excess runoff also cause erosion, and increase the risk of landslide hazards. Drainage is affected, naturally by the geology and topography of an area. Development that results in an increase in impervious surface impairs the ability of the land to absorb water and redirects water to other areas. Channels, streams, ponding, and erosion on slopes indicate potential slope problems.

Road and driveway drains, gutters, downspouts, and other constructed drainage facilities concentrates and accelerates flow. Ground saturation and concentrated velocity flow are major causes of slope problems and triggers landslides.

Changes in Vegetation

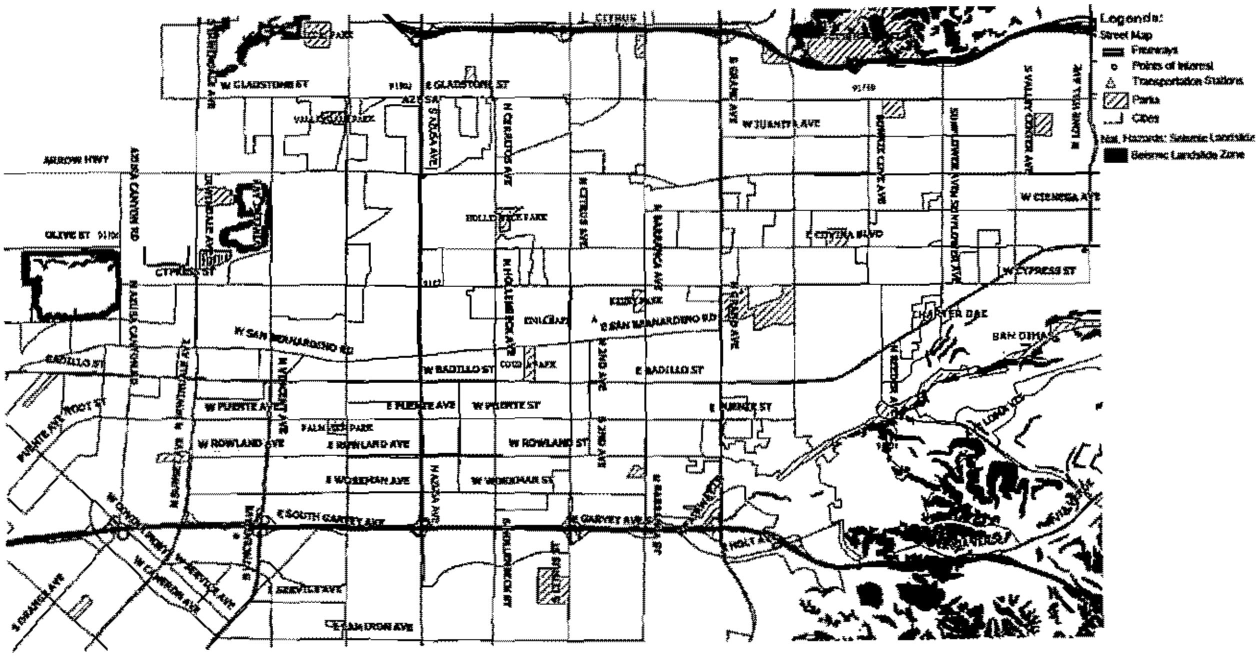
Removing vegetation from very steep slopes increases landslide hazards. Areas that experience wildfire and land clearing for development may have long periods of increased landslide hazard. Also, certain types of ground cover require constant watering to remain green. Changing away from native ground cover plants increases the risk of landslide.

Landslide Hazard Assessment

Hazard Identification

Landslide deposits include relatively shallow surficial slumps, mudflows, and debris flows, which develop within the near surface topsoils, colluvium, and weathered formational materials. Larger landslide features include deep-seated landslides within the formational sedimentary rock materials. In general, the landslides occur due to various factors including steep slope conditions, erosion, rainfall, groundwater, adverse geologic structure, and grading impacts. Large, deep-seated landslides commonly develop when weak dipping bedding planes daylight along a slope face. Faulting is also a common factor in the development of planes of weakness which contribute to landslide potential.

Map 7-1: Covina Landslide Hazard Map
(Source: City of Covina General Plan)



Vulnerability Assessment

Vulnerability assessment for landslides assists in predicting how different types of property and population groups are affected by a hazard. Data that includes specific landslide-prone and debris flow locations in the city are used to assess the population and total value of property at risk from future landslide occurrences.

While a quantitative vulnerability assessment (an assessment that describes number of lives or amount of property exposed to the hazard) has not yet been conducted for landslide events impacting the City, there are many qualitative factors that point to potential vulnerability. Landslides can impact major transportation arteries, blocking residents from essential services.

Risk Analysis

Factors included in assessing landslide risk include population and property distribution in the hazard area, the frequency of landslide or debris flow occurrences, slope steepness, soil characteristics, and precipitation intensity.

Community Landslide Issues

What is Susceptible to Landslides?

Landslides affect utility services, transportation systems, and critical lifelines. The city may suffer immediate damages and loss of service. Disruption of infrastructure, roads, and critical facilities also have a long-term effect on the City. Utilities, including potable water, wastewater, telecommunications, natural gas, and electric power are all essential to service city needs. Loss of electricity has the most widespread impact on other utilities and on the whole city. Natural gas pipes are also at risk of breakage from landslide movements as small as an inch or two.

Another potential impact affecting the City is an earth movement that creeps or slides into a structure or vital open area.

If a structure is identified to be in the landslide area, it does not necessarily mean that the structure will be impacted by a landslide. It means that the structure is considered to be at risk to landslide and depending on other factors may or may not be impacted.

Impact of Landslides in the City of Covina

Landslides and their impacts will vary by location and severity of any given Landslide event and will likely only affect certain areas of the county during specific times. Based on the risk assessment, it is evident that landslides will continue to have potentially devastating economic impacts to certain areas of the city. Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community

- ✓ Negative impact on commercial and residential property values
- ✓ Significant disruption to students and teachers as temporary facilities and relocations would likely be needed

Severity

Historically, landslides triggered by earthquakes are a major cause of earthquake damage. Landslides tied to the 1971 San Fernando, 1989 Loma Prieta, and 1994 Northridge Earthquakes destroyed or damaged numerous homes/structures, blocking major transportation corridors and damaging life-line infrastructure.

Roads and Bridges

Losses incurred from landslide hazards in the City of Covina are often associated with roads. The City of Covina and County of Los Angeles are responsible for maintenance of public roads. They are tasked with responding to slides that inhibit the flow of traffic or are damaging a road or a bridge. The road departments do their best to communicate with residents and businesses impacted by landslides.

It is not cost-effective to mitigate all slides because of limited funds, and because some historical slides are likely to become active again even with mitigation measures. The City and County alleviate problem areas by grading slides, and by installing new drainage systems on the slopes to divert water from the landslides. This type of response activity is often the most cost-effective in the short-term, but is only temporary. Unfortunately, many property owners are unaware of slides and the dangers associated with them.

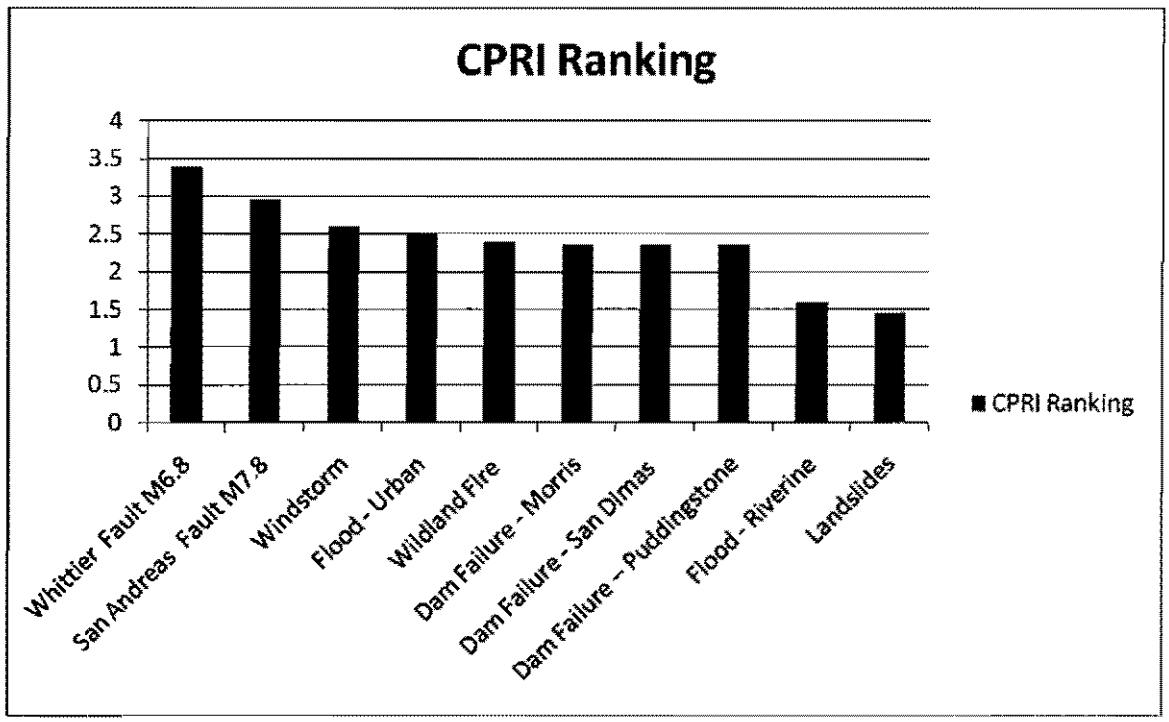
Lifelines and Critical Facilities

Lifelines and critical facilities should remain accessible, if possible, during a natural hazard event. The impact of closed transportation arteries are increased if the closed road or bridge is critical for hospitals and other emergency facilities. Losses of power and phone service are also potential consequences of landslide events. Due to heavy rains, soil erosion in hillside areas can be accelerated, resulting in loss of soil support beneath high voltage transmission towers in hillsides and remote areas. Flood events can also cause landslides, which have serious impact on gas lines that are located in vulnerable soils.

Landslide Mitigation Activities

Landslide mitigation activities include current mitigation programs and activities that are implemented by local or city organizations. (See Mitigation Actions Matrix)

Section 8: Dam Failure Hazards



Calculated Priority Risk Index (CPRI) *This table applies to all three dams within the City of Covina	
Probability:	Unlikely
Magnitude/Severity:	Catastrophic
Warning Time:	Less than 6 hours
Duration:	Less than 6 hours

Why is Dam Failure a Threat to City of Covina?

Dam failure results from a number of natural or human causes, including earthquakes, erosion of the face or foundation, rapidly rising flood waters, improper sitting, and structural/design flaws. The Steering Committee categorized dam failure as a natural hazard for purposes of this plan. Should a dam failure occur, it will likely be the result of natural causes.

Since 1929, the State of California is responsible for overseeing dams to safeguard life and property (California Department of Resources, 1995). This legislation was prompted by the 1928 failure of St. Francis Dam. In 1965, the law was amended to include off stream storage reservoirs due to the 1963 failure of Baldwin Hill Reservoir. In 1973, Senate Bill 896 was enacted to require dam owners, under the direction of Cal EMA, to show the possible inundation path in the event of a dam failure.

Governmental assistance could be required and continued for an extended period. These efforts are required to remove debris and clear roadways, demolish unsafe structures, assist in reestablishing public services and utilities, and provide continuing care and welfare for the affected population including, as required, temporary housing for displaced persons.

There are a total of 103 dams in Los Angeles County, owned by 23 agencies or organizations, ranging from the Federal government to Home Owner Associations. These dams hold billions of gallons of water in reservoirs. Releases of water from the major reservoirs are designed to protect Southern California from flood waters and to store domestic water. Seismic activity can compromise the dam structures, and the resultant flooding could cause catastrophic flooding. Following the 1971 Sylmar earthquake the Lower Van Norman Dam showed signs of structural compromise, and tens of thousands of persons had to be evacuated until the dam could be drained. The dam has never been refilled.

The City of Covina has not been recently affected by a release/failure of any of the dam facilities identified in Table 8-2.

Table 8-1: Reservoirs that could Impact the City of Covina

Name of Facility	Owner
San Dimas Reservoir	*U. S. Army Corps of Engineers*
Morris Reservoir	*U. S. Army Corps of Engineers*
Puddingstone Reservoir	*U. S. Army Corps of Engineers*

Historic Dam Failure Events in Southern California

There have been a total of 45 dam failures in California, since the 19th century. The significant dam failures in Southern California are listed in Table 8-2: Dam Failures in Southern California.

Table 8-2: Dam Failures in Southern California
(Source: http://cee.engr.ucdavis.edu/faculty/lund/dams/Dam_History_Page/Failures.htm)

Sheffield	Santa Barbara	1925	Earthquake-induced slide
Puddingstone	Pomona	1926	Overtopping during construction
Lake Hemet	Palm Springs	1927	Overtopping
Saint Francis	San Francisquito Canyon	1928	Sudden failure at full capacity through foundation, 426 deaths
Cogswell	Monrovia	1934	Breaching of concrete cover
Baldwin Hills	Los Angeles	1963	Leak through embankment turned into washout, 3 deaths

Hazard Assessment

Hazard Identification

Hazard identification is the first phase of a hazard assessment. Identification is the process of estimating: 1) the geographic extent of the dam (i.e., the area at risk from dam failure); 2) the intensity of the flooding that can be expected in specific areas of the dam failure path; and 3) the probability of occurrence of dam failure. This process usually results in the creation of a dam

failure inundation map. Inundation maps provide detailed information that can assist jurisdictions in making policies and land-use decisions.

Vulnerability Assessment

Vulnerability assessment is the second phase of a dam failure-hazard assessment. It combines the inundation path boundary, generated through hazard identification, with an inventory of the property within the path. Understanding the population and property exposed to hazards will assist in reducing risk and preventing loss from future events. The amount of property in the inundation path, as well as the type and value of structures on those properties, should be calculated to provide a working estimate for potential dam failure losses.

Risk Analysis

Risk analysis is the third and most advanced phase of a dam failure hazard assessment. It builds upon the hazard identification and vulnerability assessment. A dam failure risk analysis for the City of Covina should include two components: 1) the life and value of property that may incur losses from a dam failure event (defined through the vulnerability assessment); and 2) the number of dam failure events expected to occur over time. Within the broad components of a risk analysis, it is possible to predict the severity of damage from a range of events. Flow velocity models assist in predicting the amount of damage expected from different magnitudes of dam failure events.

Community Dam Failure Issues

Dam Failure Flooding

Loss of life and damage to structures, roads, and utilities may result from a dam failure. Economic losses also result from a lowered tax base and lack of utility profits. These effects would certainly accompany the failure of one of the major dams in the City of Covina. There are 3 dams that could affect City of Covina holding millions (or billions) of gallons of water. Because dam failure has severe consequences, FEMA requires that all dam owners develop Emergency Action Plans (EAP) for warning, evacuation, and post-flood actions. Although there may be coordination with county officials in the development of the EAP, the responsibility for developing potential flood inundation maps and facilitation of emergency response is the responsibility of the dam owner.

Map 8-1: Dam Inundation Paths
(Source: City of Covina General Plan)

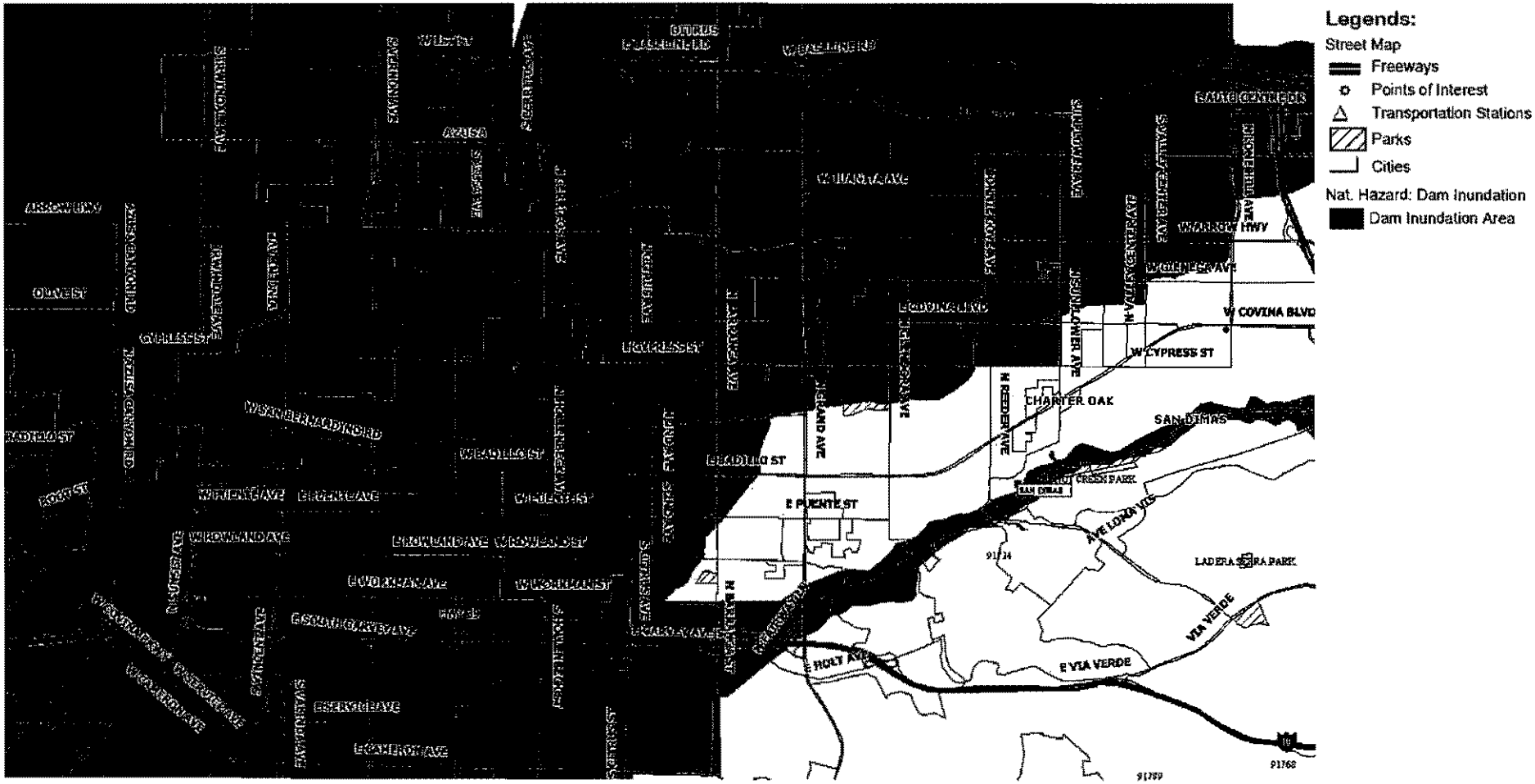


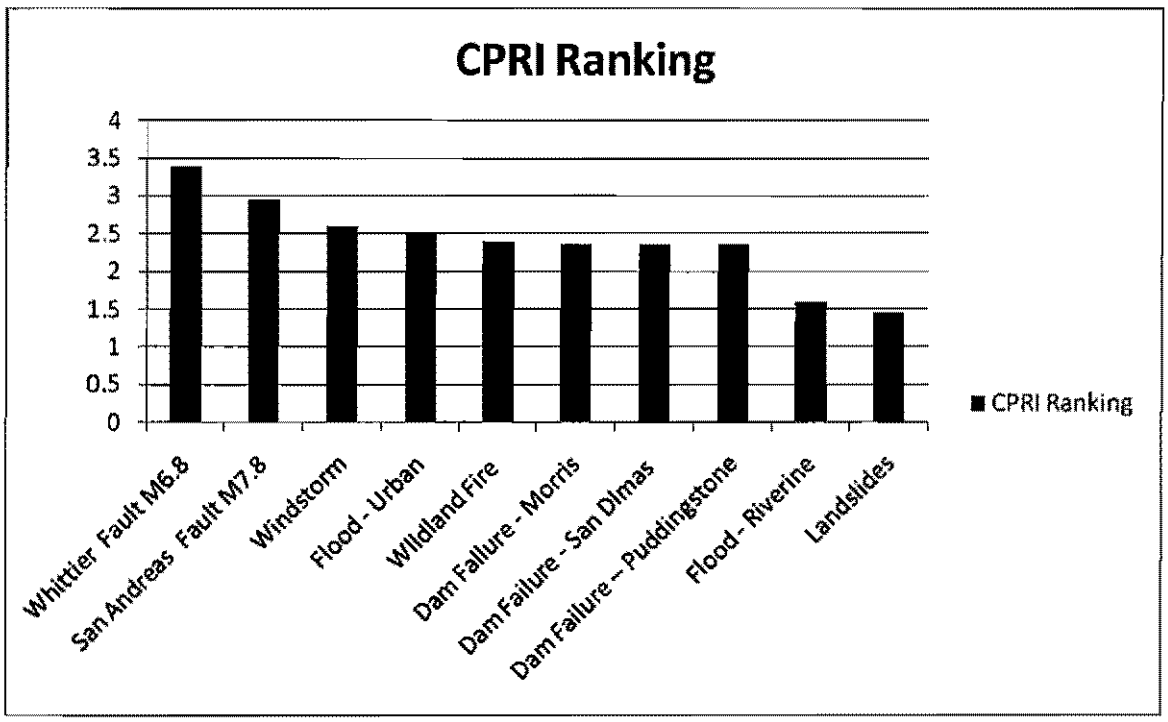
EXHIBIT A

Impact of Dam Failure in the City of Covina

Dam Failures and the impact varies by location and severity of any given Dam Failure event, and only affects certain areas of the county during specific times. Based on the risk assessment, it is evident that Dam Failure continues to have potentially devastating economic impact on certain areas of the city. Impact that is not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values
- ✓ Significant disruption to students and teachers as temporary facilities and relocations are needed

Section 9: Windstorm Hazards



Calculated Priority Risk Index (CPRI)	
Probability:	Likely
Magnitude/Severity:	Limited
Warning Time:	6 to 12 hours
Duration:	Less than 24 hours

Why are Severe Windstorms a Threat to the City of Covina?

Historically, Covina has been subject to damage from windstorms in the past. Prior to the development of the area, the rural community and surrounding agricultural areas were more susceptible to windstorm damage as is recounted in the following excerpts from diaries and newspaper accounts.

1885 - Santa Ana windstorms blew down Covina Skating Rink, a wooden floored tent used for roller skating and church services.
12/11/1891 - Winds blew down:

- The Citrus High School in the old Centro Hotel in the deserted town of Gladstone
- The First Episcopal Church of Holy Trinity at 3rd/Badillo
- Rind blown off oranges on trees
- The Thomas Griswold House blown off moving rollers

1891 - Santa Ana windstorm by sand from the desert uprooted countless trees; those left standing were peeled of their bark and denuded of leaves.
6/1/1895 - Heavy winds prevailed during the early part of the week and some slight damage was done to apricot crop.
1898 - Windstorm causes 5% November crop damage. Wind fallen fruit (navel oranges) rushed to packing house to be shipped before they spoil.

1916 - Heavy windstorms in Upland and Riverside blew so much sand toward Covina the sun was obscured and fruit fell from the trees.

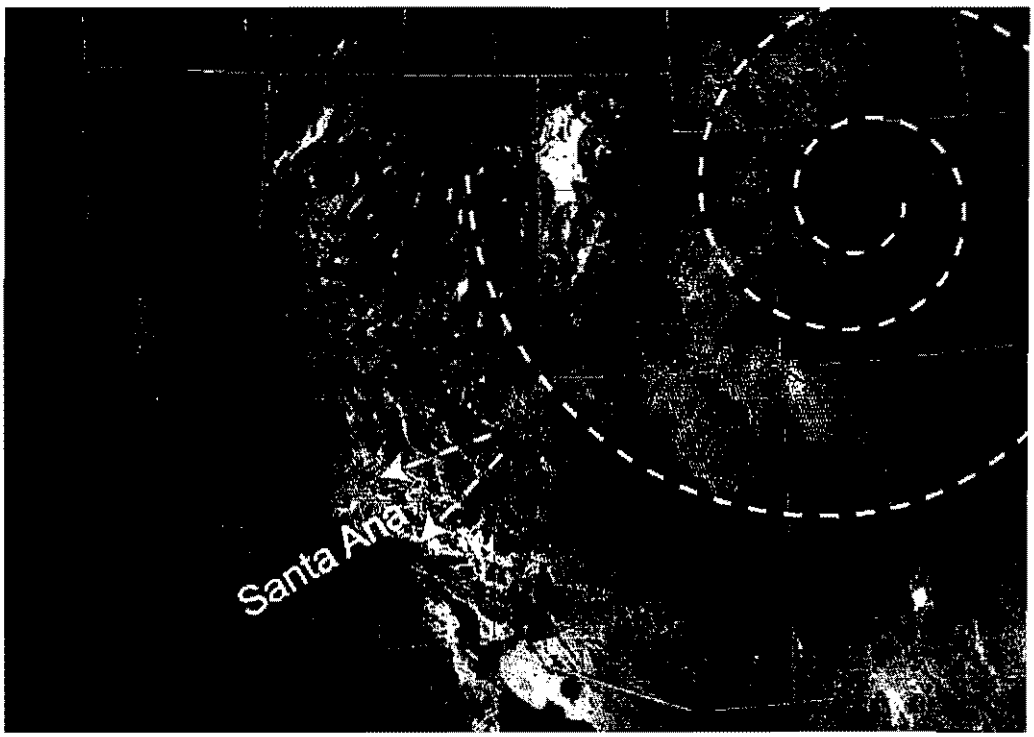
Severe wind storms pose a significant risk to life and property in Covina by creating conditions that disrupt essential systems such as public utilities, telecommunications, and transportation routes. High winds can and do occasionally cause tornado-like damage to local homes and businesses in and near Covina. High winds have destructive impact, especially to trees, power lines, and utility services.

Hazard Characteristics

Santa Ana wind conditions results in two general disaster conditions. The most common is fire fanned by the high winds. This was the situation in 1993 in Laguna Beach when a massive fire destroyed a number of homes in the surrounding hills. Wind driven flames again caused the destruction of more than 3,000 homes in Southern California in October, 2003. Other forms of disaster would be direct building damage, damage to utilities and infrastructure as a result of the high winds. This has occurred in the past few years in many southland communities including Los Angeles County.

Santa Ana winds commonly occur between October and February, with December having the highest frequency of events. Summer events are rare. Wind speeds are typically north to east at 35 knots through and below passes, and canyons with gusts to 50 knots. Stronger Santa Ana winds has gusts greater than 60 knots over widespread areas, and gusts greater than 100 knots in favored areas. Frequently, the strongest winds in the basin occur during the night and morning hours due to the absence of a sea breeze. The sea breeze which typically blows onshore daily, can moderate the Santa Ana winds during the late morning and afternoon hours. Santa Ana winds are an important forecast challenge because of the high fire danger associated with them. Also, unusually high surf conditions on the northeast side of the Channel Islands normally accompany a Santa Ana event.

Figure 9-1: Santa Ana Winds
(Source: http://upload.wikimedia.org/wikipedia/commons/f/fa/Santa_ana_wind1.jpg)



The Beaufort Scale below, coined and developed by Sir Francis Beaufort in 1805, illustrates the effect that varying wind speed can have on sea swells and structures:

Table 9-1: Beaufort Scale
(Source: http://www.compuweather.com/decoder-charts.html)

Beaufort Force	Speed (mph)	Wind Description - State of Sea - Effects on Land
0	Less 1	Calm - Mirror-like - Smoke rises vertically
1	1-3	Light - Air Ripples look like scales; No crests of foam - Smoke drift shows direction of wind, but wind vanes do not
2	4-7	Light Breeze - Small but pronounced wavelets; Crests do not break - Wind vanes move; Leaves rustle; You can feel wind on the face
3	8-12	Gentle Breeze - Large Wavelets; Crests break; Glassy foam; A few whitecaps - Leaves and small twigs move constantly; Small, light flags are extended
4	13-18	Moderate Breeze - Longer waves; Whitecaps - Wind lifts dust and loose paper; Small branches move
5	19-24	Fresh Breeze - Moderate, long waves; Many whitecaps; Some spray - Small trees with leaves begin to move
6	25-31	Strong Breeze - Some large waves; Crests of white foam; Spray - Large branches move; Telegraph wires whistle; Hard to hold umbrellas

Table 9-1: Beaufort Scale
(Source: http://www.compuweather.com/decoder-charts.html)

Beaufort Force	Speed (mph)	Wind Description - State of Sea - Effects on Land
7	32-38	Near Gale - White foam from breaking waves blows in streaks with the wind - Whole trees move; Resistance felt walking into wind
8	39-46	Gale - Waves high and moderately long; Crests break into spin drift, blowing foam in well marked streaks - Twigs and small branches break off trees; Difficult to walk
9	47-54	Strong Gale - High waves with wave crests that tumble; Dense streaks of foam in wind; Poor visibility from spray - Slight structural damage
10	55-63	Storm - Very high waves with long, curling crests; Sea surface appears white from blowing foam; Heavy tumbling of sea; Poor visibility - Trees broken or uprooted; Considerable structural damage
11	64-73	Violent Storm - Waves high enough to hide small and medium sized ships; Sea covered with patches of white foam; Edges of wave crests blown into froth; Poor visibility - Seldom experienced inland; Considerable structural damage
12	>74	Hurricane - Sea white with spray. Foam and spray render visibility almost non-existent - Widespread damage. Very rarely experienced on land.

Santa Ana Winds and Tornado-Like Wind Activity

Based on local history, most incidents of high wind in the City of Covina are the result of the Santa Ana and El Niño related wind conditions. While high impact wind incidents are not frequent in the area, significant wind events and sporadic tornado activity have been known to negatively impact the city. In addition, the city is increasingly concerned with "global warming" ramifications and potential increases in wind related events.

What are Santa Ana Winds?

"Santa Ana winds are generally defined as warm, dry winds that blow from the east or northeast (offshore). These winds occur below the passes and canyons of the coastal ranges of Southern California and in the Los Angeles and Orange County basins. Santa Ana winds often blow with exceptional speed in the Santa Ana Canyon (the canyon from which it derives its name). Forecasters at the National Weather Service offices in Oxnard and San Diego usually place speed minimums on these winds and reserve the use of "Santa Ana" for winds greater than 25 knots." These winds accelerate to speeds of 35 knots as they move through canyons and passes, with gusts to 50 or even 60 knots.

"The complex topography of Southern California combined with various atmospheric conditions create numerous scenarios that may cause widespread or isolated Santa Ana events. Commonly, Santa Ana winds develop when a region of high pressure builds over the Great Basin (the high plateau east of the Sierra Mountains and west of the Rocky Mountains including most of Nevada and Utah). Clockwise circulation around the center of this high pressure area forces air downslope from the high plateau. The air warms as it descends toward the California coast at the rate of five degrees F per 1,000 feet due to compressional heating. Thus,

compressional heating provides the primary source of warming. The air is dry since it originated in the desert, and it dries out even more as it is heated."

These regional winds typically occur from October to March, and, according to most accounts are named either for the Santa Ana River Valley where they originate, or for the Santa Ana Canyon, southeast of Los Angeles, where they pick up speed.

What are Tornados?

Tornadoes are spawned when there is warm, moist air near the ground, cool air aloft, and winds that speed up and change direction. An obstruction, such as a house, in the path of the wind causes it to change direction. This change increases pressure on parts of the house, and the combination of increased pressures and fluctuating wind speeds creates stresses that frequently cause structural failures.

In order to measure the intensity and wind strength of a tornado, Dr. T. Theodore Fujita developed the Fujita Tornado Damage Scale. This scale compares the estimated wind velocity with the corresponding amount of suspected damage. The scale measures six classifications of tornadoes with increasing magnitude from an "F0" tornado to a "F6+" tornado.

Table 9-2: National Weather Service Query Results for Tornado Events in Los Angeles County from 1950 to 2009

(Source: National Climate Data Center, www.ncdc.noaa.gov/oa/ncdc.html)

Location in County	Date	Time	Type	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1 LOS ANGELES	12/20/1952	1400	Tornado	F	0	0	0K	0
2 LOS ANGELES	01/18/1955	1301	Tornado	F	0	0	3K	0
3 LOS ANGELES	05/09/1956	1030	Tornado	F0	0	1	25K	0
4 LOS ANGELES	02/19/1962	1800	Tornado	F1	0	0	3K	0
5 LOS ANGELES	05/14/1962	1400	Tornado	F1	0	0	25K	0
6 LOS ANGELES	11/09/1964	0900	Tornado	F1	0	0	3K	0
7 LOS ANGELES	11/07/1966	1500	Tornado	F2	0	0	3K	0
8 LOS ANGELES	11/07/1966	1500	Tornado	F2	0	10	250 K	0
9 LOS ANGELES	04/18/1967	2000	Tornado	F0	0	0	3K	0
10 LOS ANGELES	05/08/1977	1200	Tornado	F	0	0	2.5 M	0
11 LOS ANGELES	01/04/1978	1715	Tornado	F	0	0	0K	0
12 LOS ANGELES	02/10/1978	0030	Tornado	F	0	0	0K	0
13 LOS ANGELES	01/31/1979	1245	Tornado	F	0	0	2.5 M	0
14 LOS ANGELES	01/28/1980	1515	Tornado	F0	0	0	3K	0
15 LOS ANGELES	03/29/1982	2330	Tornado	F1	0	0	0K	0

16 LOS ANGELES	11/09/1982	1130	Tornado	F1	0	0	25K	0
17 LOS ANGELES	11/09/1982	1330	Tornado	F2	0	0	2.5 M	0
18 LOS ANGELES	11/09/1982	1400	Tornado	F0	0	0	3K	0
19 LOS ANGELES	11/09/1982	1400	Tornado	F2	0	0	2.5 M	0
20 LOS ANGELES	03/01/1983	0940	Tornado	F2	0	30	25.0 M	0
21 LOS ANGELES	03/01/1983	1015	Tornado	F0	0	0	0K	0
22 LOS ANGELES	09/30/1983	0900	Tornado	F0	0	0	250 K	0
23 LOS ANGELES	10/01/1983	0035	Tornado	F1	0	3	3K	0
24 LOS ANGELES	05/30/1984	1115	Tornado	F0	0	0	0K	0
25 LOS ANGELES	06/05/1987	1515	Tornado	F0	0	0	25.0 M	0
26 LOS ANGELES	01/16/1990	2320	Tornado	F0	0	0	0K	0
27 LOS ANGELES	03/19/1991	0400	Tornado	F0	0	0	0K	0
28 LOS ANGELES	03/20/1992	2100	Tornado	F1	0	0	0K	0
29 LOS ANGELES	01/14/1993	0140	Tornado	F1	0	0	500 K	0
30 LOS ANGELES	01/17/1993	2345	Tornado	F0	0	0	50K	0
31 Sun Valley	02/07/1994	1545	Tornado	F0	0	0	50K	0
32 Whittier	06/16/1995	1255	Tornado	F0	0	0	0	0
33 Palmdale	07/21/1997	03:55 PM	Tornado	F0	0	0	0	0
34 Long Beach	01/09/1998	02:00 PM	Tornado	F1	0	1	0	0
35 Chatsworth	04/01/1999	02:00 PM	Tornado	F0	0	0	0	0
36 Covina	02/16/2000	04:30 PM	Tornado	F0	0	0	0	0
37 Little Rock	08/28/2000	01:45 PM	Tornado	F0	0	0	0	0
38 Walnut	12/21/2001	12:40 AM	Tornado	F0	0	0	0	0
39 Long Beach	12/28/2004	10:40 PM	Tornado	F0	0	0	0	0
40 Inglewood	12/29/2004	12:15 AM	Tornado	F0	0	0	0	0

41 Whittier	12/29/2004	12:15 AM	Tornado	F0	0	0	0	0
42 (pmd)palmdale Arpt	08/15/2005	05:53 PM	Tornado	F0	0	0	0	0
43 (wjf)wm Fox Fld Lanc	09/01/2007	15:20 PM	Tornado	F0	0	0	0K	0K
TOTALS:					0	45	61.1 95M	0

Other hazards include: wind damage to property, turbulence and low-level wind shear for aircraft, and high wind dangers for boaters.

Table 9-3: Funnel Cloud events in Los Angeles County from 1950 to 2009 (Source: National Climate Data Center)

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1 Los Angeles	04/27/1994	1600	Funnel Cloud	N/A	0	0	0	0
2 Century City	03/14/1996	03:10 PM	Funnel Cloud	N/A	0	0	0	0
3 Long Beach	02/24/1998	01:10 AM	Funnel Cloud	N/A	0	0	0	0
4 Long Beach	03/13/1998	07:25 PM	Funnel Cloud	N/A	0	0	0	0
5 Santa Monica	03/31/1998	01:30 PM	Funnel Cloud	N/A	0	0	0	0
6 Manhattan Beach	05/05/1998	09:27 AM	Funnel Cloud	N/A	0	0	0	0
7 Pomona	09/02/1998	02:55 PM	Funnel Cloud	N/A	0	0	0	0
8 Palos Verdes Estates	06/03/1999	05:15 PM	Funnel Cloud	N/A	0	0	0	0
9 San Pedro	06/03/1999	05:30 PM	Funnel Cloud	N/A	0	0	0	0
10 Rancho Palos Verdes	03/04/2000	11:45 AM	Funnel Cloud	N/A	0	0	0	0
TOTALS:					0	0	0	0

Table 9-4: Fujita Tornado Damage Scale
(Source: http://weather.latimes.com/tornadoFAQ.asp)

Scale	Wind Estimated (mph)	Typical Damage
F0	< 73	Light damage. Some damage to chimneys and TV antennas; breaks twigs off trees; pushes over shallow-rooted trees.
F1	73-112	Moderate damage. Peels surface off roofs; windows broken; light trailer houses pushed or overturned; some trees uprooted or snapped; moving automobiles pushed off the road. 74 mph is the beginning of hurricane wind speed.
F2	113-157	Considerable damage. Roofs torn off frame houses leaving strong upright walls; weak buildings in rural areas demolished; trailer houses destroyed; large trees snapped or uprooted; railroad boxcars pushed over; light object missiles generated; cars blown off highway.
F3	158-206	Severe damage. Roofs and some walls torn off frame houses; some rural buildings completely demolished; trains overturned; steel-framed hangar-warehouse-type structures torn; cars lifted off the ground; most trees in a forest uprooted snapped, or leveled.
F4	207-260	Devastating damage. Whole frame houses leveled, leaving piles of debris; steel structures badly damaged; trees debarked by small flying debris; cars and trains thrown some distances or rolled considerable distances; large missiles generated.
F5	261-318	Incredible damage. Whole frame houses tossed off foundations; steel-reinforced concrete structures badly damaged; automobile-sized missiles generated; trees debarked; incredible phenomena can occur.
F6-F12	319 to sonic	Inconceivable damage. Should a tornado with the maximum wind speed in excess of F5 occur, the extent and types of damage may not be conceived. A number of missiles such as iceboxes, water heaters, storage tanks, automobiles, etc. will create serious secondary damage on structures.

Microbursts

Unlike tornados, microbursts are strong, damaging winds which strike the ground and often give the impression a tornado has struck. They frequently occur during intense thunderstorms. The origin of a microburst is downward moving air from a thunderstorm's core. But unlike a tornado, they affect only a rather small area. University of Chicago storm researcher Dr. Ted Fujita first coined the term "downburst" to describe strong, downdraft winds flowing out of a thunderstorm cell that he believed were responsible for the crash of Eastern Airlines Flight 66 in June of 1975.

A downburst is a straight-direction surface wind in excess of 39 mph caused by a small-scale, strong downdraft from the base of convective thundershowers and thunderstorms. In later investigations into the phenomena he defined two sub-categories of downbursts: the larger macrobursts and small microbursts.

Macrobursts are downbursts with winds up to 117 mph which spread across a path greater than 2.5 miles wide at the surface and which last from five to 30 minutes. The microburst, on the other hand is confined to an even smaller area, less than 2.5 miles in diameter from the initial

point of downdraft impact. An intense microburst can result in damaging winds near 270 km/hr (170 mph) and often last for less than five minutes.

"Downbursts of all sizes descend from the upper regions of severe thunderstorms when the air accelerates downward through either exceptionally strong evaporative cooling or by very heavy rain which drags dry air down with it. When the rapidly descending air strikes the ground, it spreads outward in all directions, like a fast-running faucet stream hitting the sink bottom.

When the microburst wind hits an object on the ground such as a house, garage or tree, it can flatten the buildings, and strip limbs and branches from the tree. After striking the ground, the powerful outward running gust can wreak further havoc along its path. Damage associated with a microburst is often mistaken for the work of a tornado, particularly directly under the microburst. However, damage patterns away from the impact area are characteristic of straight-line winds rather than the twisted pattern of tornado damage."

Tornados, like those that occur every year in the Midwest and Southeast parts of the United States, are a rare phenomenon in most of California, with most tornado-like activity coming from micro-bursts.

Historic Windstorm Events

While the effects of Santa Ana Winds are often overlooked, it should be noted that in 2003, two deaths in Southern California were directly related to the fierce condition. A falling tree struck one woman in San Diego. The second death occurred when a passenger in a vehicle was hit by a flying pickup truck cover launched by the Santa Ana Winds.

Table 9-5: Santa Ana Wind Events during 2003 in the Vicinity of City of Covina

The following Santa Ana wind events were featured in news resources during 2003	
January 6, 2003 OC Register	"One of the strongest Santa Ana windstorms in a decade toppled 26 power poles in Orange early today, blew over a mobile derrick in Placentia, crushing two vehicles, and delayed Metrolink rail service." This windstorm also knocked out power to thousands of people in northeastern Orange County.
January 8, 2003 CBSNEWS.com	"Santa Ana's roared into Southern California late Sunday, blowing over trees, trucks and power poles. Thousands of people lost power."
March 16, 2003 dailybulletin.com	Fire Officials Brace for Santa Ana Winds - "The forest is now so dry and so many trees have died that fires, during relatively calm conditions, are running as fast and as far as they might during Santa Ana Winds. Now the Santa Ana season is here. Combine the literally tinder dry conditions with humidity in the single digits and 60-80 mph winds, and fire officials shudder."

Table 9-6: Major Windstorms in the Vicinity of City of Covina
(Source: http://www.wrh.noaa.gov/sandiego/research/Guide/weatherhistory.pdf)

Date	Location and Damage
November 5-6, 1961	Santa Ana winds. Fire in Topanga Canyon

February 10-11, 1973	Strong storm winds: 57 mph at Riverside, 46 Newport Beach. Some 200 trees uprooted in Pacific Beach alone
October 26-27, 1993	Santa Ana winds. Fire in Laguna Hills
October 14, 1997	Santa Ana winds: gusts 87 mph in central Orange County. Large fire in Orange County
December 29, 1997	Gusts 60+ mph at Santa Ana
March 28-29, 1998	Strong storm winds in Orange County: sustained 30-40 mph. Gust 70 mph at Newport Beach, gust 60 Huntington Beach. Trees down, power out, and damage across Orange and San Diego Counties. 1 illegal immigrant dead in Jamul.
September 2, 1998	Strong winds from thunderstorms in Orange County with gusts to 40mph. Large fires in Orange County
December 6, 1998	Thunderstorm in Los Alamitos and Garden Grove: gust 50-60 mph called "almost a tornado"
December 21-22, 1999	Santa Ana winds: gust 68 mph at Campo, 53 Huntington Beach, 44 Orange. House and tree damage in Hemet.
March 5-6, 2000	Strong thunderstorm winds at the coast: gust 60 mph at Huntington Beach. Property damage and trees downed along the coast
April 1, 2000	Santa Ana winds: gust 93 mph at Mission Viejo, 67 Anaheim Hills
December 25-26, 2000	Santa Ana winds: gust 87 mph at Fremont Canyon. Damage and injuries in Mira Loma, Orange and Riverside Counties
February 13, 2001	Thunderstorm gust to 89 mph in east Orange

Following is a glimpse of major tornado-like events to hit the City of Covina, and surrounding areas:

Table 9-4: Major Tornado-like Events in the Vicinity of City of Covina 1958-2001

Date	Location and Damage
April 1, 1958	Tornado: Laguna Beach.
February 19, 1962	Tornado: Irvine.
April 8, 1965	Tornado: Costa Mesa.
November 7, 1966	Newport Beach and Costa Mesa: Property Damage.
March 16, 1977	Tornado skipped from Fullerton to Brea Damage to 80 homes and injured four people.
February 9, 1978	Tornado: Irvine. Property damage and 6 injured.

Date	Location and Damage
January 31, 1979	Tornado Santa Ana Numerous power outages.
November 9, 1982	Tornadoes in Garden Grove and Mission Viejo. Property damage.
January 13, 1984	Tornado: Huntington Beach. Property damage.
March 16, 1986	Tornado: Orange County. Property damage.
February 22-24, 1987	Tornadoes and Waterspouts: Huntington Beach.
January 18, 1988	Tornadoes: Mission Viejo and San Clemente. Property damage.
February 28, 1991	Tornado: Tustin.
March 27, 1991	Tornado: Huntington Beach.
December 7, 1992	Tornadoes: Anaheim and Westminster Property damage.
January 18, 1993	Tornado: Orange County Property damage.
February 8, 1993	Tornado: Brea. Property damage.
February 7, 1994	Tornado from Newport Beach to Tustin. Roof and window damage. Trees were also knocked down.
December 13, 1994	Two waterspouts about 0.5 miles off Newport Beach.
December 13, 1995	Funnel cloud near Fullerton Airport.
March 13, 1996	Funnel cloud in Irvine.
November 10-11, 1997	Waterspout came ashore at Newport Pier on the 10th and dissipated over western Costa Mesa. Tornadoes in Irvine on the 11th and a funnel cloud developed. 10th: Winds estimated at 60-70 mph. 11th: Minor power outages occurred with little property damage. A fisherman was blown from one end of Newport Pier to the other. Property and vehicle damage in Irvine from flying debris. Ten cars were thrown a few feet.
December 21, 1997	Waterspout and tornado in Huntington Beach. Damage to boats, houses, and city property.
February 24, 1998	Tornado in Huntington Beach. Property damage with a power outage, roof flew ¼ mile.
March 13-14, 1998	Numerous waterspouts between Long Beach, Huntington Beach, and Catalina.
March 31-April 1, 1998	Numerous funnel clouds reported off Orange County coastline, two of which became waterspouts off Orange County. One waterspout briefly hit the coast off the Huntington Beach pier.
June 6, 1998	Two funnel clouds off Dana Point.
December 31, 1998	Funnel clouds in Santa Ana. Waterspout off Costa Mesa coast.
February 21, 2000	Tornado: Anaheim Hills. Property damage.
October 28, 2000	Funnel clouds around Newport Beach and Costa Mesa.

Date	Location and Damage
January 10, 2001	Funnel cloud at Orange County Airport and Newport Beach.
February 24, 2001	Tornado in Orange. Damage to warehouse, 6 structures, fences, and telephone wires.

Windstorm Hazard Assessment

Hazard Identification

A windstorm event in the region ranges from short term microburst activity lasting only minutes to a long duration Santa Ana wind condition that lasts for several days. Windstorms in the region can cause extensive damage including heavy tree stands, exposed coastal properties, road and highway infrastructure, and critical utility facilities.

Figure 9-1 shows the direction of the Santa Ana winds as they travel from the stable, high-pressure weather system called the Great Basin through the canyons and towards the low-pressure system off the Pacific. Clearly, the area of the City of Covina is in the direct path of the ocean-bound Santa Ana winds.

Vulnerability

With an analysis of the high wind and tornado events depicted in the "Local History" section, we can deduce the common windstorm impact areas including impact on life, property, utilities, infrastructure and transportation. Additionally, if a windstorm disrupts power to local residential communities, the American Red Cross and City resources are called upon for care and shelter duties. Displacing residents and utilizing city resources for shelter staffing and disaster cleanup can cause an economic hardship on the City.

Community Windstorm Issues

What is Susceptible to Windstorms?

Life and Property

Based on the history of the region, windstorm events can be expected, perhaps annually, across widespread areas of the region which can be adversely impacted during a windstorm event. This can result in the involvement of City of Covina emergency response personnel during a wide-ranging windstorm or microburst tornadic activity. Both residential and commercial structures with weak reinforcement are susceptible to damage. Wind pressure creates a direct and frontal assault on a structure, pushing walls, doors, and windows inward. Conversely, passing currents creates lift suction forces that pull building components and surfaces outward. With extreme wind forces, the roof or entire building can fail causing considerable damage.

Debris carried along by extreme winds can directly contribute to loss of life and indirectly to the failure of protective building envelopes, siding, or walls. When severe windstorms strike a city, downed trees, power lines, and damaged property can be major hindrances to emergency response and disaster recovery.

Utilities

Historically, falling trees are the major cause of power outages in the region. Windstorms such as strong microbursts and Santa Ana Wind conditions cause flying debris and downed utility lines. For example, tree limbs breaking in winds of only 45 mph can be thrown over 75 feet. , overhead Power lines are damaged, even in relatively minor windstorm events. Falling trees bring electric power lines down to the pavement, creating the possibility of lethal electric shock.

Infrastructure

Windstorms damage buildings, power lines, and other property, and infrastructure, due to falling trees and branches. During wet winters, saturated soils cause trees to become less stable and more vulnerable to uprooting from high winds.

Increased Fire Threat

Perhaps the greatest danger from windstorm activity in Southern California, comes from the combination of the Santa Ana winds with the major fires that occur every few years in the urban/wildland interface. With the Santa Ana winds driving the flames, the speed and reach of the flames is even greater than in times of calm wind conditions.

Transportation

Windstorm activity impacts local transportation in addition to the problems caused by downed trees and electrical wires blocking streets and highways. During periods of extremely strong Santa Ana winds, major highways can be temporarily closed to truck and recreational vehicle traffic. However, typically these disruptions are not long lasting, nor do they carry a severe long term economic impact on the region.

Attachment 9-1: The Greatest Catastrophe that never happened (Source: http://www.pbs.org/wgbh/nova/elnino/dispatches/dispatch980211.html)

With all of the recent focus on storms lashing California and Peru, it's amazing to me that most people don't realize that in September, only by some last minute luck, Los Angeles avoided what would have been the costliest and most destructive weather catastrophe of all time. The bullet was in the chamber, and the gun was pointed at Los Angeles.

With all of the recent focus on storms lashing California and Peru, it's amazing to me that most people don't realize that in September, only by some last minute luck, Los Angeles avoided what would have been the costliest and most destructive weather catastrophe of all time. The bullet was in the chamber, and the gun was pointed at Los Angeles.

Hurricane Linda in the Pacific, 18N 110W, September 12, 1997. Full-size version of the image (240k)

In the winter of 1982-83, El Niño pummeled California and the West Coast with a series of powerful storms. South of the equator, its rains transformed the coastal deserts of Peru and Ecuador into grasslands dotted with lakes and

ponds; other effects led to massive bird and fish migrations away from the South American coast. So, when surface water temperatures jumped almost 10 degrees Fahrenheit above normal off Peru and Ecuador last summer, meteorologists concluded that a major El Niño was underway, and knew what to expect. Armed with new models, and given an earlier warning than ever before, meteorologists issued advisories, detailing the possible serious weather that might again plague the west coasts of both of the American continents.

In particular, residents of southern California took the warnings to heart. Scientists feared that an eastern pacific hurricane could take a northward journey and decimate Southern California. Three key initial conditions caused by El Niño were coming together to create an ominous threat to the area from San Diego to Los Angeles:

1. The long stretch—over 1,500 miles—of heated ocean was warming the air above it, allowing the air to absorb more water vapor from the ocean. This set up a self-replenishing, long-distance source of warm, moist air to feed into any developing storms, giving a powerful kick to tropical cyclones and, in the coming winter and spring, non-tropical low pressure systems.
2. The southern branch of the jet stream was setting itself up to transport the moisture-laden air into the West Coast.
3. The normally cool waters off southern California were warming substantially, and would allow any hurricane that might approach that region to maintain much of its intensity.

(In California, you only had to look at surfers to detect the warming of the sea; they stopped wearing wetsuits.)

Normally, hurricanes that form in the Pacific off Mexico strike the west coast of Mexico or, most often, move out to sea. They almost never reach the US because they must pass over cool water, which cuts off their energy source. Until this year, hurricanes had affected the American southwest only three times in the 20th century. In September of 1932 a hurricane moved up the Gulf of California, producing gusty winds and heavy rainfall in the Arizona desert. In September of 1939, a tropical storm slammed into San Diego with winds of 52 mph south of Los Angeles. And in September 1976, a hurricane gusted to 76 mph at Yuma, Arizona. Since accurate and widespread observations of sea surface temperatures were not or could not be taken until recently, we are not certain if these three years were strong El Niño periods, but collateral evidence suggests that they were.

On September 9th, 1997, Hurricane Linda formed about 700 miles south-southwest of the Baja peninsula. As the storm slowly moved north-northwestward, running along the Mexican coastline, El Niño's warm waters caused Linda to grow explosively into a large howling hurricane, with sustained winds on September 12th of 185 miles per hour, and gusts over 200 miles per hour! Linda had become the most powerful East Pacific hurricane in the history of weather records, big enough to cause many scientists to propose creating a new Category Six, for super hurricanes.

As the clock ticked and the storm raged, terrifying forecasts spewed from computer models; the storm would most likely slam the coast somewhere between San Diego and Los Angeles, more probably at Los Angeles.

A hurricane requires surface water temperatures of at least 79 degrees Fahrenheit to keep growing. El Niño had made the water temperatures ideal all the way up to the California border, greasing the slide. Los Angeles' fate seemed sealed.

At almost the last moment, an upper-level trough (a fancy term for a sharp dip in higher-level winds) moved erratically, and Hurricane Linda was turned out to sea as it neared the California border.

The only time in history a hurricane with winds over 100 miles per hour has struck Los Angeles was on August 23rd, 1838, and that leveled the then-small city. In 1997, Los Angeles came incredibly close to experiencing a direct-hit assault by the most powerful Eastern Pacific hurricane in history!

I inspected the Homestead area of south Florida, along with National Hurricane Center specialists, after Hurricane

Andrew smashed through in 1992, with winds of at least 140 mph, and gusts of 175 mph. Many homes there are similar in construction to southern California homes. Andrew destroyed or damaged virtually every building there, and his winds were weaker than those of Linda, his size was smaller, and his movement was faster. From my perspective, I can assure you Linda would have made the damage done by Andrew seem almost moderate. Most roofs cannot sustain continued winds in excess of 100 miles per hour. After the roof goes, the walls and rest of the house are blown apart like matchwood. I saw it in Andrew, a weaker storm than Linda; Linda would have steam-rollered Los Angeles.

Clearly Linda would have the exceeded in Los Angeles the 25 billion dollars of damage that Andrew caused in Florida.

That should give you a little perspective when you watch news accounts of the rains and flooding this week. It could have been - should have been - far, far worse.

Peter Chaston is a professional meteorologist, weather consultant, and author of "Terror from the Skies" and "Hurricanes!" In 1995, Chaston predicted that the next El Niño would be abnormally strong.

Impact of Windstorm in the City of Covina

Based on the risk assessment, it is evident that Windstorms continue to have potentially devastating economic impact to certain areas of the city.

Impact that is not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Secondary Health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values
- ✓ Significant disruption to students and teachers as temporary facilities and relocations would likely be needed.

PART III: MITIGATION PLANNING

Section 10: Mitigation Strategies

Overview of Mitigation Strategy

As the cost of damage from natural disasters continues to increase nationwide, the City of Covina recognizes the importance of identifying effective ways to reduce vulnerability to disasters. Mitigation Plans assist communities in reducing risk from natural hazards by identifying resources, information and strategies for risk reduction, while helping to guide and coordinate mitigation activities throughout the City.

The plan provides a set of action items to reduce risk from natural hazards through education and outreach programs, and to foster the development of partnerships. Further, the plan provides for the implementation of preventative activities, including programs that restrict and control development in areas subject to damage from natural hazards.

The resources and information within the Mitigation Plan:

1. Establish a basis for coordination and collaboration among agencies and the public in the City of Covina;
2. Identify and prioritize future mitigation projects; and
3. Assist in meeting the requirements of federal assistance programs

The Mitigation Plan is integrated with other City plans including the City of Covina Emergency Operations Plan, the General Plan and its associated Environmental Impact Report, the Capital Improvement Plan, as well as department specific standard operating procedures.

Planning Approach

The four-step planning approach outlined in the FEMA publication, *Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies* (FEMA 386-3) was used to develop this plan:

- ✓ **Develop mitigation goals and objectives** - The risk assessment (hazard characteristics, inventory, and findings), along with municipal policy documents, were utilized to develop mitigation goals and objectives.
- ✓ **Identify and prioritize mitigation actions** - Based on the risk assessment, goals and objectives, existing literature/resources, and input from participating entities, mitigation activities were identified for each hazard. Activities were 1) qualitatively evaluated against the goals and objectives, and other criteria; 2) identified as high, medium, or low priority; and 3) presented in a series of hazard-specific tables.
- ✓ **Prepare implementation strategy** - Generally, high priority activities are recommended for implementation first.

However, based on community needs and goals, project costs, and available funding, some medium or low priority activities may be implemented before some high priority items.

- ✓ **Document mitigation planning process -** The mitigation planning process is documented throughout this plan.

Goals

The Steering Committee developed mitigation goals to avoid or reduce long-term vulnerabilities to hazards. These general principles clarify desired outcomes.

The goals are based on the risk assessment and Steering Committee input, and represent a long-term vision for hazard reduction or enhanced mitigation capabilities. They are compatible with community needs and goals expressed in other planning documents prepared by the City.

FEMA defines **Goals** as general guidelines that explain what you want to achieve. They are usually broad policy-type statements, long-term, and represent global visions.

Each goal is supported by mitigation action items. The Steering Committee developed these action items through its knowledge of the local area, risk assessment, review of past efforts, identification of mitigation activities, and qualitative analysis.

The five mitigation goals and descriptions are listed below.

Protect Life and Property

Implement activities that assist in protecting lives by making homes, businesses, infrastructure, critical facilities, and other property more resistant to losses from natural, human-caused, and technological hazards.

FEMA defines **Mitigation Activities** as specific actions that help you achieve your goals and objectives.

Improve hazard assessment information to make recommendations for avoiding new development in high hazard areas and encouraging preventative measures for existing development in areas vulnerable to natural, human-caused, and technological hazards.

Enhance Public Awareness

Develop and implement education and outreach programs to increase public awareness of the risks associated with natural, human-caused, and technological hazards.

Provide information on tools; partnership opportunities, and funding resources to assist in implementing mitigation activities.

Preserve Natural Systems

Support management and land use planning practices with hazard mitigation to protect life.

Preserve, rehabilitate, and enhance natural systems to serve hazard mitigation functions.

Encourage Partnerships and Implementation

Strengthen communication and coordinate participation with public agencies, citizens, non-profit organizations, business, and industry to support implementation.

Encourage leadership within the City and public organizations to prioritize and implement local and regional hazard mitigation activities.

Strengthen Emergency Services

Establish policy to ensure mitigation projects for critical facilities, services, and infrastructure.

Strengthen emergency operations by increasing collaboration and coordination among public agencies, non-profit organizations, business, and industry.

Coordinate and integrate hazard mitigation activities where appropriate, with emergency operations plans and procedures.

The Steering Committee also developed hazard-specific mitigation goals, which appear in Section 10: Mitigation Strategies.

How are the Mitigation Action Items Organized?

The action items are a listing of activities in which City agencies and citizens can be engaged to reduce risk. Each action item includes an estimate of the timeline for implementation.

The action items are organized within the following Mitigation Actions Matrix, which lists all of the multi-hazard (actions that reduce risks for more than one specific hazard) and hazard-specific action items included in the mitigation plan. Data collection and research and the public participation process resulted in the development of these action items (Section 3: Planning Process). The Matrix includes the following information for each action item:

Funding Source

The action items can be funded through a variety of sources, possibly including: operating budget/general fund, development fees, Community Development Block Grant (CDBG), Hazard Mitigation Grant Program (HMGP), other Grants, private funding, Capital Improvement Plan, and other funding opportunities.

Coordinating Organization

The Mitigation Actions Matrix (Table 10-1) assigns primary responsibility for each of the action items. The hierarchies of the assignments vary – some are positions, others departments, and other committees. The primary responsibility for implementing the action items falls to the entity shown as the "Coordinating Organization". The coordinating organization is the agency with regulatory responsibility to address hazards, or that is willing and able to organize resources, find appropriate funding, or oversee activity implementation, monitoring, and evaluation. Coordinating organizations may include local, county, or regional agencies that are capable of or responsible for implementing activities and programs.

Plan Goals Addressed

The plan goals addressed by each action item are included as a way to monitor and evaluate how well the mitigation plan is achieving its goals once implementation begins.

The plan goals are organized into the following five areas:

- ✓ Protect Life and Property
- ✓ Enhance Public Awareness
- ✓ Preserve Natural Systems
- ✓ Encourage Partnerships and Implementation
- ✓ Strengthen Emergency Services

Ranking Priorities

To assist with implementing the Hazard Mitigation Plan the Planning Team adopted the following process for ranking mitigation action items. Designations of "High", "Medium", and "Low" priority have been assigned to each action item using the following criteria:

Does the Action:

- ☐ solve the problem?
- ☐ address Vulnerability Assessment?
- ☐ reduce the exposure or vulnerability to the highest priority hazard?
- ☐ address multiple hazards?
- ☐ benefits equal or exceed costs?
- ☐ implement a goal, policy, or project identified in the General Plan or Capital Improvement Plan?

Can the Action:

- ☐ be implemented with existing funds?
- ☐ be implemented by existing state or federal grant programs?
- ☐ be completed within the 5-year life cycle of the LHMP?
- ☐ be implemented with currently available technologies?

Will the Action:

- ☐ be accepted by the community?
- ☐ be supported by community leaders?
- ☐ adversely impact segments of the population or neighborhoods?
- ☐ require a change in local ordinances or zoning laws?
- ☐ positive or neutral impact on the environment?
- ☐ comply with all local, state and federal environmental laws and regulations?

Is there:

- ☐ sufficient staffing to undertake the project?
- ☐ existing authority to undertake the project?

During the prioritization meeting of the Task Force, department representatives were provided worksheets for each of their assigned action items. Answers to the criteria above determined the priority according to the following scale.

- 1-6 = Low priority
- 7-12 = Medium priority
- 13-18 = High priority

Following is Table 10-1: Mitigation Actions Matrix which identifies the existing and future mitigation activities developed by the Steering Committee.

Table 10-1: Mitigation Actions Matrix

Action Item Identifier	Action Item	Funding Source (u/k = unknown, GF = General Fund)	Coordinating Organization	Timeline	Plan Goals Addressed					Rank – Low, Medium, High
					Protect Life and Property	Public Awareness	Natural Systems	Partnerships and Implementation	Emergency Services	
Multi-Hazard Action Items										
MH-1	Integrate the goals and action items from the City of Covina Natural Hazard Mitigation Plan into existing regulatory documents and programs.		Steering Committee	Ongoing				X		H
MH-2	Identify and pursue funding opportunities to develop and implement City mitigation activities.		Community Development Department	Ongoing				X		M
MH-3	Establish a formal role for the City's Natural Hazard Mitigation Plan Technical Committee to develop a sustainable process for implementing, monitoring, and evaluating citywide mitigation activities.		Steering Committee	Ongoing				X		H
MH-4	Identify, improve, and sustain collaborative programs focusing on real estate and insurance industries, public and private sector, and individuals to avoid activities that increase risk by natural hazards.		Community Development Department	Ongoing	X	X		X		L
MH-5	Develop public and private partnerships to foster Natural Hazard Mitigation Plan		Community Development	Ongoing				X		L

EXHIBIT A

Action Item Identifier	Action Item	Funding Source (u/k = unknown, GF = General Fund)	Coordinating Organization	Timeline	Plan Goals Addressed					Rank – Low, Medium, High
					Protect Life and Property	Public Awareness	Natural Systems	Partnerships and Implementation	Emergency Services	
	coordination and collaboration.		Department							
MH-6	Develop inventories of at-risk buildings and infrastructure and prioritize mitigation projects.		Community Development Department	1-2 years	X			X		
MH-7	Strengthen emergency services preparedness and response by linking to the Natural Hazard Mitigation Plan on a city-wide scale.		Steering Committee	Ongoing					X	M
MH-8	Develop, enhance, and implement education programs to mitigate risk to stakeholders.		Public Information, Information Technology, Parks and Recreation	Ongoing	X	X		X		H
MH-9	Develop hazard mitigation materials for distribution at city hall and chamber of commerce websites.		City Public Information	1 year	X	X				H
EQ-1	Integrate new earthquake hazard mapping data for the City of Covina and improve hazard analysis.		Community Development Department, Public Works Department	2 years	X				X	L
Earthquake Action Items										
EQ-2	Identify funding sources for structural and nonstructural retrofitting of vulnerable structures.		Steering Committee			X			X	
EQ-3	Encourage purchase of earthquake hazard insurance.		Steering Committee, Public Information	Ongoing	X	X				M
EQ-4	Encourage seismic evaluation of critical		Steering Committee	5 years	X				X	

EXHIBIT A

Action Item Identifier	Action Item	Funding Source (u/k = unknown, GF = General Fund)	Coordinating Organization	Timeline	Plan Goals Addressed					Rank – Low, Medium, High
					Protect Life and Property	Public Awareness	Natural Systems	Partnerships and Implementation	Emergency Services	
	facilities to identify vulnerability for mitigation.									
EQ-5	Encourage reduction of nonstructural and structural hazards in homes, schools, businesses, and government offices.		Steering Committee	Ongoing	X	X				H
Flood Action Items										
FLD-1	Recommend revisions to development requirements for the Walnut Creek area in other jurisdictions' sphere of influence, when appropriate opportunities arise.		Community Development Department, Public Works Department	2 years	X		X		X	L
FLD-2	Develop better flood warning and notification systems.		Public Works Department, Police Department	2 years	X	X			X	
FLD-3	Identify and map flood-prone areas of the City.		Police Department, Public Works Department	3 years (as funding allows)	X				X	
FLD-4	Identify surface water drainage obstructions in all areas of the City.		Public Works Department	5 years	X					M
Wildfire Action Items										
WF-1	Provide information to those residents whose properties abut areas designated as a Severe Fire Hazard Zone.		LACFD (contract Fire Service for the City of Covina), Technical Committee, Public Information	1 year	X				X	H
WF-2	Encourage development and dissemination		Technical Committee,	1-3 years	X	X			X	H

EXHIBIT A

Action Item Identifier	Action Item	Funding Source (u/k = unknown, GF = General Fund)	Coordinating Organization	Timeline	Plan Goals Addressed					Rank – Low, Medium, High
					Protect Life and Property	Public Awareness	Natural Systems	Partnerships and Implementation	Emergency Services	
	of maps Severe Fire Hazard Zone to educate and assist builders and homeowners in potentially impacted areas.		Los Angeles County Fire Department							
WF-3	Enhance outreach and education programs aimed at mitigating wildfire and post-earthquake induced hazards and reducing or preventing exposure of stakeholders.		LACFD, Technical Committee coordinating with the LACFD	Ongoing	X	X			X	M
WF-4	Increase communication, coordination and collaboration between Severe Fire Hazard Zone property owners, property owners abutting the Hazard Zone, City of Covina and surrounding communities' planners and fire prevention crews and officials to address risks, existing mitigation measures and federal assistance programs.		Technical Committee coordinating with the LACFD		X	X			X	H
WF-5	Encourage implementation of wildfire mitigation activities in a manner consistent with promotion of sustainable ecological management and community stability.		Public Works Department, Parks and Recreation	Ongoing					X	M
Landslide Action Items										
LS-1	Improve knowledge and understanding of landslide areas and vulnerability and risk to life and property in hazard areas.		Community Development Department, Public Information	2 years	X	X			X	

EXHIBIT A

Action Item Identifier	Action Item	Funding Source (u/k = unknown, GF = General Fund)	Coordinating Organization	Timeline	Plan Goals Addressed					Rank – Low, Medium, High
					Protect Life and Property	Public Awareness	Natural Systems	Partnerships and Implementation	Emergency Services	
LS-2	Encourage construction and subdivision design to reduce risk and impacts from development in steep slope areas.		Public Works Department, Community Development Department, Redevelopment Agency	Ongoing	X				X	H
LS-3	Review local ordinances regarding building and development in landslide prone areas.		Building , Planning, and Engineering Divisions	5 years	X					
LS-4	Limit future activities in identified potential landslide areas through regulation and public outreach.		Engineering , Building and Safety, and Planning Divisions; Public Information	Ongoing	X	X			X	H
Damn Failure Action Items										
DAM-1	Acquire copies of dam inundation maps from California Division of Dam Safety.		Police Department	1 year	X				X	H
Windstorm Action Items										
WS-1	Public Awareness Campaign: To provide public education materials to City of Covina residents and all School District staff, parents and age-appropriate students with mitigation materials pertaining to the protection of life and property before, during, and after a windstorm.		City of Covina Emergency Services, Technical Committee	Ongoing		X			X	H
WS-2	Create local City and utility awareness of tree pruning and collaborative effort to		Community Development	Ongoing	X				X	H

EXHIBIT A

Action Item Identifier	Action Item	Funding Source (u/k = unknown, GF = General Fund)	Coordinating Organization	Timeline	Plan Goals Addressed					Rank – Low, Medium, High
					Protect Life and Property	Public Awareness	Natural Systems	Partnerships and Implementation	Emergency Services	
	encourage installation of wind resistant utility equipment in compliance with applicable codes.		Department, Public Works Department, Emergency Services Offices							

EXHIBIT A

Section 11: Planning Process

Plan Methodology

DMA 2000 emphasizes the importance of participatory planning in the development of Mitigation Plans. This Mitigation Plan was written using the best available information from a wide variety of sources.

Throughout the planning process, the City made a concerted effort to gather information from city and county departments, as well as state and federal agencies, the local business community, Covina residents, and other stakeholders.

Disaster Mitigation Act of 2000

Requirement §201.6(c) (1)

[The plan shall include....] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

The Steering Committee solicited information from internal and external departments and agencies with specific knowledge of natural hazards and past historical events, as well as planning and zoning codes, ordinances, and recent planning decisions. The hazard mitigation strategies contained in this plan were developed through an extensive planning process involving local businesses and residents.

On February 15, 2011, staff presented the Mitigation Plan to the City Council for consideration. A copy of the City Council Resolution adopting the Mitigation Plan appears in Section 3: Planning Process.

The rest of this section describes the mitigation planning process including 1) Steering Committee involvement, 2) extended Steering Committee support, 3) public and other stakeholder involvement; and 4) integration of existing data and plans.

Steering Committee

The Steering Committee first met on October 12, 2010 to review the updated requirements associated with DMA 2000 and to develop a work plan for creating the 2011 Mitigation Plan.

Who Participated in Developing the Plan?

The Mitigation Plan is the result of a collaborative planning effort between City of Covina citizens, public agencies, non-profit organizations, the private sector, regional, and state and federal organizations. Public participation played a key role in development of goals and action items. A Steering Committee guided the process of developing the plan and consisted of the following representatives:

Table 11-1: Steering Committee Timeline

	Jan 2010	Feb	March	May	July	August	October	Nov	Dec	Jan 2011	Feb	March	April
Issue Request for Proposal	X												
Contracted with Emergency Planning Consultants	X												
Research and Writing of 2011 Plan	X	X	X	X	X	X	X	X					
Meeting with Emergency Planning Consultants to Review Draft Plan			X										
Steering Committee Meeting							X						
Review and Comment on Draft Plan						X							
Present 2011 Plan to City Council at Public Meeting											X		
Finalizing the Plan-Cal EMA and FEMA Review													X

Table 11-2: Steering Committee Level of Participation

	Issue Request for Proposal	Contract with Emergency Planning Consultants	Research and Writing of 2011 Plan	Meeting with Emergency Planning Consultants to Review Plan	Steering Committee Meeting	Review and Comment on Draft Plan	Attend City Council Public Meeting	Finalize the Plan and Cal EMA/FEMA Review
John Curley, Police Lieutenant			X	X	X	X	X	X
Derek Webster, Police Captain					X		X	
Kim Raney, Chief of Police	X	X			X		X	
Daryl Parrish, City Manager					X		X	
Carolyn Harshman, Emergency Planning Consultants		X	X	X	X	X	X	X

Steering Committee Involvement

The Steering Committee was responsible for the following tasks:

- ✓ Establish plan development goals
- ✓ Prepare timetable for plan completion
- ✓ Ensure plan meets DMA 2000 requirements, and federal and state guidelines
- ✓ Organize and oversee public involvement
- ✓ Solicit participation of government agencies, businesses, residents, and other stakeholders
- ✓ Gather information (such as existing data and reports)
- ✓ Develop, revise, adopt, and maintain plan

The Steering Committee, with support from other City staff and local organizations, identified and profiled hazards; determined hazard rankings; estimated potential exposure or losses; evaluated development trends and specific risks; and developed mitigation goals, objectives, and activities.

During its meetings the Steering Committee gathered and shared information, assessed risks, identified critical facilities, developed mitigation strategies, and provided continuity throughout plan development to ensure the plan addresses jurisdiction-specific hazard vulnerabilities and

mitigation strategies. Members communicated regularly by phone and email between group meetings.

The Steering Committee will meet annually after the plan is adopted. Members will provide project direction and oversight, assist with plan evaluation, and convene supplementary meetings as-needed.

Outside Agency Involvement

A variety of agencies and individuals provided data and expertise during plan development. The agencies were informed of the availability of the draft mitigation plan. Any comments received have been incorporated into the final document. A list of external reviewers is included at the end of this section.

Stakeholder Interviews

Stakeholder interviews were conducted during the meetings identified above. The interviews identified common concerns related to hazards and identified key activities to reduce risk from hazards.

State and Federal Guidelines and Requirements for Mitigation Plans

Following are the Federal requirements for approval of a mitigation plan:

- ✓ Open public involvement, with public meetings that introduce the process and project requirements.
- ✓ The public must be afforded opportunities for involvement in identifying and assessing risk, drafting a plan, and public involvement in approval stages of the plan.
- ✓ Community cooperation with an opportunity for other local government agencies, the business community, educational institutions, and non-profits to participate in the process.
- ✓ Incorporation of local documentation including the local General Plan, the Zoning Ordinance, the Building Codes, and other pertinent documents.

The following components must be part of the planning process:

- ✓ Complete documentation of the planning process
- ✓ A detailed risk assessment on hazard exposures in the City
- ✓ A comprehensive mitigation strategy, which describes the goals and objectives, including proposed strategies, programs and actions to avoid long-term vulnerabilities
- ✓ A plan maintenance process, which describes the method and schedule of monitoring, evaluating and updating the plan and integration of the Mitigation Plan into other planning mechanisms
- ✓ Formal adoption by the City Council
- ✓ Plan review by Cal EMA
- ✓ Plan approval by FEMA

These requirements are identified in greater detail in the following plan sections and supporting documentation.

Public participation opportunities were created through use of a public workshop and meetings with representatives from businesses and school districts. In addition, the makeup of a Steering Committee ensured a constant exchange of data and input from outside organizations. Through its consultant, Emergency Planning Consultants, the City had access to numerous existing mitigation plans from around the country, as well as current FEMA Mitigation Planning standards (386 series) and the State of California Mitigation Plan Guidance.

Other reference materials consisted of state, county, and city mitigation plans, including:

- ✓ County of Los Angeles Mitigation Plan (2005)
- ✓ State of California Natural Hazards Mitigation Plan (2007)

Hazard specific research: City staff collected data and compiled research on six hazards: earthquakes, floods, wildfires, landslides, dam failures, and windstorms.

Research materials came from the City's General Plan, the City's Hazard Analysis contained in the Emergency Operations Plan, and state agencies including Cal EMA and CalFIRE. The City of Covina staff conducted research by referencing long time City of Covina employees and locating City of Covina information in historical documents. Information was also incorporated from after-action documentation provided for previous proclaimed and declared disasters. The City of Covina staff identified current mitigation activities, resources, and programs, and potential action items from research materials and stakeholder interviews.

Public Participation

To facilitate communication between the Steering Committee and Covina residents, and to involve the public in ongoing planning and evaluation, this plan will be available to the public through a variety of venues. Community involvement increases the likelihood that hazard mitigation will become a standard consideration in the City's evolution.

Hazard Mitigation Programs

The City of Covina adheres to the Stafford Act, the California Emergency Services Act, and DMA 2000, which require local governments to develop and implement Mitigation Plans. Cities and counties have intimate knowledge of local geography, and they are on the front line with personnel and equipment during a disaster. Local governments are in the best position to assess their strengths, weaknesses, opportunities, and constraints.

Coordination with Federal Policies

The City is involved in the NFIP, which helps the City receive funding for flood insurance and flood mitigation projects. Data from the NFIP was used in the risk assessment, resulting in a number of mitigation activities. The City's continued involvement in NFIP supports this plan.

National Flood Insurance Program

Established in 1968, the NFIP provides federally-backed flood insurance to homeowners, renters, and businesses in communities that adopt and enforce floodplain management ordinances to reduce future flood damage. The City of Covina adopted a floodplain management ordinance and has Flood Insurance Rate Maps (FIRM) that show floodways, 100-year flood zones, and 500-year flood zones. The Planning Director is designated as floodplain administrator.

Current Mitigation Programs

The City intends to incorporate mitigation planning as an integral component of daily operations; the Steering Committee will work to integrate mitigation strategies into the general operations of the City and partner organizations. After conducting a capability assessment (Section 3: Risk Assessment), the Steering Committee will identify additional policies, programs, practices, and procedures that could be modified to address mitigation activities. In addition, the City intends to implement the plan through its involvement in FEMA and Cal EMA programs. Table 11-3: Existing Processes and Programs identify existing processes/programs through which the plan could be implemented.

To facilitate communication between the Steering Committee and Covina residents, and to involve the public in ongoing planning and evaluation, this plan will be available to the public through a variety of venues.

Table 11-3: Existing Processes and Programs

Process	Action	*Implementation of Plan*
Administrative	Departmental or organizational work plans, policies, and procedural changes	✓ *City Manager's Office* ✓ *Planning Department* ✓ *Public Works Department* ✓ *Other departments as appropriate*
Administrative	Other plans	✓ *Reference plan in Emergency Operations Plan* ✓ *Address plan findings and incorporate mitigation activities in General Plan*
Budgetary	Capital and operational budgets	✓ *Include line item mitigation measures in budget as appropriate*
Regulatory	Executive orders, ordinances, and other directives	✓ *Building Code* ✓ *Capital Improvement Plan (Require hazard mitigation in design of new construction)* ✓ *Comprehensive Planning (Institutionalize hazard mitigation in land use and new construction)* ✓ *National Flood Insurance Program* ✓ *Storm Water Management Plan* ✓ *Zoning Ordinance*
Funding	Traditional and nontraditional sources	✓ *Once plan is approved, seek authority to use bonds, fees, loans, and taxes to finance projects* ✓ *Seek assistance from federal and state government, foundation, nonprofit, and private sources, such as Hazard Mitigation Grant Program* ✓ *Research grant opportunities through U.S. Department of Housing and Urban Development, Community Development Block Grant*
Partnerships	Creative funding and initiatives	✓ *Community volunteers* ✓ *In-kind resources* ✓ *Public-private partnerships* ✓ *State support*
Partnerships	Advisory bodies and committees	✓ *Disaster Council (city and county)* ✓ *Emergency Management Ad Hoc Committee* ✓ *Inter-Agency Coordination Group* ✓ *Safety Committee*

In addition to being required by DMA 2000, adoption of the plan is necessary because:

- ✓ It lends authority to the plan to serve as a guiding document for all local and state government officials;
- ✓ It gives legal status to the plan in the event it is challenged in court;
- ✓ It certifies to program and grant administrators that the plan's recommendations have been properly considered and approved by the governing authority and jurisdictions' citizens; and
- ✓ It helps to ensure the continuity of mitigation programs and policies over time because elected officials, staff, and other community decision-makers can refer to the official document when making decisions about the community's future.

Source: FEMA. 2003. "How to Series" - *Bringing the Plan to Life* (FEMA 386-4)

Use of Existing Data

The Steering Committee gathered and reviewed existing data and plans during plan development. Numerous electronic and hard copy documents were used to support the planning process:

- ✓ City of Covina General Plan
- ✓ County of Los Angeles General Plan, (2005)
- ✓ County of Los Angeles All Hazards Mitigation Plan, (2008)
- ✓ HAZUS reports
- ✓ Historic GIS maps and local inventory data
- ✓ Local Flood Insurance Rate Maps

These documents are updated as needed to reflect the mitigation strategies identified in Section 10: Mitigation Strategies.

Federal Data

A variety of federal data was collected and used throughout the mitigation planning process:

- ✓ Census data
- ✓ FEMA "How To" Mitigation Series (386-1 to 386-9)
- ✓ National Oceanic and Atmospheric Administration statistics

The Steering Committee *also examined public laws and programs (such as the National Flood Insurance Program) during plan development.*

A list of existing data and plans used to support the mitigation planning effort appears in Appendix A: Resource Directory. The length of this list demonstrates the importance of mitigation planning in existing programs. Implementing the plan through existing programs is identified as a mitigation action in Section 10: Mitigation Strategies. A description of the implementation process and potential funding sources is provided.

Plan Adoption

Adoption of the plan by the local governing body demonstrates the City's commitment to meeting mitigation goals and objectives. Governing body approval legitimizes the plan and authorizes responsible agencies to execute their responsibilities.

The City Council must adopt the Mitigation Plan before it is reviewed by Cal EMA and approved by FEMA. The resolution of adoption by the City Council is in Section 3: Planning Process.

City Council Public Meeting

City of Covina conducted one public meeting concerning the creation of the Mitigation Plan. The City Council heard the item on February 15, 2011.

Invitation Process

The Steering Committee identified possible public notice sources. On February 10, 2011, The Agenda Item concerning this Plan was posted on the City website. In addition, it was posted at city hall and the library.

Results

The Steering Committee prepared for City Council the staff report on the Plan, including an overview of the Hazard Analysis, Mitigation Goals, and Mitigation Actions.

The staff report concluded with a summary of the input received during the public review of the document. The meeting participants were encouraged to present their views and make suggestions on possible mitigation actions.

The Council was supportive of the overall goal established by the Steering Committee to become a more disaster resistant community. The City Council commended the Steering Committee representatives for its dedication and efforts to satisfy the DMA 2000 requirements. The City Council voted _____ (results) for the adoption of the update to the Mitigation Plan.

Attachment 11-1: City Council Resolution-Signed

Resolution # 11-6932 will be inserted here after passage and adoption and signed by the Mayor.

EXHIBIT A

Attachment 11-2: Steering Committee Sign-In Sheet

City of Covina (Jurisdiction)
Hazard Mitigation Plan (Meeting)
10/12/10 (Date)

Name	Department
Carolyn Harshman	Emergency Planning Consultants
George Chadwick	Planning Commission
Geoff Cobbett	Covina PD
Kim Raney	Covina P.D.
Steve Henley	Covina Public Works
Tara Rizzolo	Parks & Recreation
Dawn Nelson	Chamber of Commerce
Charlene Jantz	Citrus Valley Health Partners Safety Officer
Diana Manzano	Citrus Valley Health Partners, Emergency Mgmt.
Bob Cruz	So. Calif. Gas Co.
Anthony Arroyo	Human Resources
Derek Webster	Police Dept.
Bill Prescott	Covina Valley USD
Peggy Andrade	Covina-Valley USD

EXHIBIT A

Covina (Jurisdiction)
Hazard Mitigation (Meeting)
10/12/10 (Date)

Name	Department
Lisa Evans	Parks & Recreation Dept
Amy Hirst-McGrade	Parks & Recreation & Library Services
~~Jaime Hermosillo~~	~~So Ca Gas Co. (AZ USA)~~
JAYNE HERRMAN	" "
Robert Nember	Com Dev / Red City of Covina
JOHN CURLES	POLICE LIEUTENANT, COVINA PD

Section 12: Plan Maintenance

The Plan Maintenance section of this document details the formal process that will ensure that the Mitigation Plan remains an active and relevant document. The plan maintenance process includes a schedule for monitoring and evaluating the Plan annually and producing a plan revision every five years. This section describes how the City will integrate public participation throughout the plan maintenance process.

Monitoring and Implementing the Plan

Plan Adoption

Adoption of the Mitigation Plan by the City's governing body is one of the prime requirements for approval of the plan. Once the plan is completed, the City Council will be responsible for adopting the Mitigation Plan. The governing body has the responsibility and authority to promote sound public policy regarding hazards. The local agency governing body will have the authority to periodically update the plan as it is revised to meet changes in the hazard risks and exposures in the City. The approved Mitigation Plan will be significant in the future growth and development of the City.

The City Council will be responsible for adopting the Mitigation Plan. This governing body has the authority to promote sound public policy regarding hazards. Once the plan has been adopted, the City Manager will be responsible for submitting it to the State Hazard Mitigation Officer at California Emergency Management Agency (Cal EMA). Cal EMA will then submit the plan to the Federal Emergency Management Agency (FEMA) for review and approval. This review will address the requirements set forth in 44 C.F.R. Section 201.6 (Local Mitigation Plans). Upon acceptance by FEMA, City of Covina will gain eligibility for Hazard Mitigation Grant Program funds.

Convener

The City Council will adopt the Mitigation Plan and the Hazard Mitigation Advisory Committee will take responsibility for plan maintenance and implementation. The City Manager, will serve as a Convener to facilitate the Steering Committee meetings, and will assign tasks such as updating and presenting the Plan to the members of the Steering Committee. Plan implementation and evaluation will be a shared responsibility among all of the Steering Committee members.

Steering Committee

The Steering Committee will be responsible for coordinating implementation of plan action items and undertaking the formal review process. The convener will assign representatives from City departments, divisions, and agencies, including, but not limited to, the current Steering Committee.

In order to make the Steering Committee as broad and useful as possible, the City Manager may choose to involve other relevant organizations and agencies in hazard mitigation. These additional appointments could include:

- ✓ A representative from the American Red Cross
- ✓ A representative from a county government emergency response agency

The Steering Committee will meet no less than semi-annually. Meeting dates will be scheduled once the final Steering Committee has been established. These meetings will provide an opportunity to discuss the progress of the action items and maintain the partnerships that are essential for the sustainability of the mitigation plan.

Implementation through Existing Programs

City of Covina addresses statewide planning goals and legislative requirements through its General Plan, CIP, and City Building and Safety Codes the Mitigation Plan provides a series of recommendations - many of which are closely related to the goals and objectives of existing planning programs. The City of Covina will have the opportunity to implement recommended mitigation action items through existing programs and procedures.

The City of Covina Building and Safety Department is responsible for adhering to the State of California's Building and Safety Codes. In addition, the Steering Committee will work with other agencies at the state level to review, develop and ensure Building and Safety Codes are adequate to mitigate or present damage by hazards. This is to ensure that life-safety criteria are met for new construction.

Some of the goals and action items in the Mitigation Plan may be achieved through activities recommended in the CIP. Various city departments develop the CIP and review it on an annual basis. Upon annual review of the CIP, the Steering Committee will work with the city departments to identify areas that the Mitigation Plan action items are consistent with CIP goals and integrate them where appropriate.

Within six months of formal adoption of the Mitigation Plan, the recommendations listed above will be incorporated into the process of existing planning mechanisms at the City level. The meetings of the Steering Committee will provide an opportunity for Steering Committee members to report back on the progress made on the integration of mitigation planning elements into City planning documents and procedures.

Economic Analysis of Mitigation Projects

FEMA's approach to identify the costs and benefits associated with hazard mitigation strategies, measures, or projects fall into two general categories: benefit/cost analysis and cost-effectiveness analysis.

Conducting benefit/cost analysis for a mitigation activity can assist communities in determining whether a project is worth undertaking now, in order to avoid disaster-related damages later.

Cost-effectiveness analysis evaluates how best to spend a given amount of money to achieve a specific goal. Determining the economic feasibility of mitigating hazards can provide decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternative projects.

Given federal funding, the Steering Committee will use a FEMA-approved benefit/cost analysis approach to identify and prioritize mitigation action items. For other projects and funding

sources, the Steering Committee will use other approaches to understand the costs and benefits of each action item and develop a prioritized list. For more information regarding economic analysis of mitigation action items, please see Appendix B: Benefit/Cost Analysis.

Evaluating and Updating the Plan

Formal Review Process

The Mitigation Plan will be evaluated on an annual basis to determine the effectiveness of programs, and to reflect changes in land development or programs that may affect mitigation priorities. The evaluation process includes a firm schedule and timeline, and identifies the agencies and organizations participating in plan evaluation. The Convener or designee will be responsible for contacting the Steering Committee members and organizing the annual meeting. Steering Committee members will be responsible for monitoring and evaluating the progress of the mitigation strategies in the Plan.

The Steering Committee will review the goals and action items to determine their relevance to changing situations in the City, as well as changes in State or Federal policy, and to ensure they are addressing current and expected conditions. The Steering Committee will also review Section 3: Risk Assessment portion of the Plan to determine if this information should be updated or modified, given any new available data. The coordinating organizations responsible for the various action items will report on the status of their projects, the success of various implementation processes, difficulties encountered, success of coordination efforts, and which strategies should be revised.

The Convener will assign the duty of updating the Plan to one or more of the Steering Committee members. The designated Steering Committee members will have three months to make appropriate changes to the Plan before submitting it to the Steering Committee members. The Steering Committee will also notify all holders of the City plan when changes have been made. Every five years the updated plan will be submitted to the State Hazard Mitigation Officer at the California Emergency Management Agency and the Federal Emergency Management Agency for review. The City Manager is authorized to approve future updates and amendments to the Mitigation Plan.

Continued Public Involvement

The City of Covina is dedicated to involving the public directly in the continual review and updates to the Mitigation Plan. City Clerk's Office at Covina City Hall, 125 East College Street, Covina, CA 91723, and at the Covina Public Library, 234 N. Second Avenue, Covina, CA 91723, for public study and review. The existence and location of these copies will be publicized in City View newsletters and on the city website. This site will also contain an email address and phone number where people can direct their comments and concerns. A public meeting will also be held after each evaluation or when deemed necessary by the Steering Committee. The meetings will provide the public a forum in which they can express their concerns, opinions, or ideas about the Plan.

The Public Information Officer will be responsible for using City resources to publicize the annual public meetings and maintain public involvement through the public access channel, web page, and newspapers.

PART IV: APPENDICIES

Appendix A: Resource Directory

The Resource Directory provides contact information for local, regional, state, and federal programs that are currently involved in hazard mitigation activities. The Steering Committee may look to the organizations on the following pages for resources and technical assistance. The Resource Directory provides a foundation for potential partners in action item implementation.

The Steering Committee will continue to add contact information for organizations currently engaged in hazard mitigation activities. This section may also be used by various city members interested in hazard mitigation information and projects.

American Public Works Association (APWA)			
Level: National	Hazard: Multi	http://www.apwa.net	
2345 Grand Boulevard		Suite 700	
Kansas City, MO 64108-2625		Ph: 816-472-6100	Fx: 816-472-1610
Notes: The American Public Works Association is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services.			

Association of State Floodplain Managers (ASFM)			
Level: Federal	Hazard: Flood	www.floods.org	
2809 Fish Hatchery Road		Suite 204	
Madison, WI 53713		Ph: 608-274-0123	Fx: 608-274-0696
Notes: The Association of State Floodplain Managers is an organization of professionals involved in floodplain management, flood hazard mitigation, the National Flood Insurance Program, and flood preparedness, warning and recovery			

Building Seismic Safety Council (BSSC)			
Level: National	Hazard: Earthquake	www.bssconline.org	
1090 Vermont Ave., NW		Suite 700	
Washington, DC 20005-4950		Ph: 202-289-7800	Fx: 202-289-1092
Notes: The Building Seismic Safety Council (BSSC) develops and promotes building earthquake risk mitigation regulatory provisions for the nation.			

California Department of Conservation: Southern California Regional Office			
Level: State	Hazard: Multi	www.consrv.ca.gov	
888 S. Figueroa Street		Suite 475	
Los Angeles, CA 90017-2321		Ph: 213-239-0878	Fx: 213-239-0894
Notes: The Department of Conservation provides services and information that promote environmental health, economic vitality, informed land-use decisions and sound management of our state's natural resources.			

California Department of Forestry and Fire Protection (CalFIRE)			
Level: State	Hazard: Multi	http://www.fire.ca.gov	
1416 9th Street			
Sacramento CA 94244-2460		Ph: 916-653-5123	Fx:
Notes: The California Department of Forestry and Fire Protection (CalFIRE) protects over 31 million acres of California's privately-owned wildlands. CalFIRE emphasizes the management and protection of California's natural resources.			

California Department of Transportation (CalTrans)			
Level: State	Hazard: Multi	http://www.dot.ca.gov/	
100 S. Main Street			
Los Angeles, CA 90012		Ph: 213-897-3656	Fx:
Notes: CalTrans is responsible for the design, construction, maintenance, and operation of the California State Highway System, as well as that portion of the Interstate Highway System within the state's boundaries. Alone and in partnership with Amtrak, CalTrans is also involved in the support of intercity passenger rail service in California.			

California Department of Water Resources (DWR)			
Level: State	Hazard: Flood	http://www.dwr.water.ca.gov	
1416 9th Street			
Sacramento, CA 95814		Ph: 916-653-5791	Fx:
Notes: The Department of Water Resources manages the water resources of California in cooperation with other agencies, to benefit the State's people, and to protect, restore, and enhance the natural and human environments.			

California Division of Mines and Geology (DMG)			
Level: State	Hazard: Multi	www.consrv.ca.gov/cgs/index.htm	
801 K Street		MS 24-01	
Sacramento, CA 95814		Ph: 916-322-1080	Fx: 916-445-0732
Notes: The California Geological Survey develops and disseminates technical information and advice on California's geology, geologic hazards, and mineral resources.			

California Emergency Management Agency (Cal EMA)			
Level: State	Hazard: Multi	www.calema.ca.gov	
3650 Schriever Ave			
Mather, CA 95655		Ph: 916-845-8510	Fx: 916-845-8511
Notes: California Emergency Management Agency coordinates overall state agency response to major disasters in support of local government. The office is responsible for assuring the state's readiness to respond to and recover from natural, manmade, and war-caused emergencies, and for assisting local governments in their emergency preparedness, response and recovery efforts.			

California Environmental Resources Evaluation System (CERES)		
Level: State	Hazard: Multi	http://ceres.ca.gov/

Mailing Address: 1416 Ninth Street, Suite 1311 **Office Address:** 801 K Street., 16th Floor		
Sacramento, Ca. 95814	Ph: 916-653-2238	Fx: 916-322-3489
Notes: CERES is an excellent website for access to environmental information and websites.		

California Planning Information Network			
Level: State	Hazard: Multi	www.calpin.ca.gov	
		Ph:	Fx:
Notes: The Governor's Office of Planning and Research (OPR) publishes basic information on local planning agencies, known as the California Planners' Book of Lists. This local planning information is available on-line with new search capabilities and up-to-the- minute updates.			

California Resources Agency			
Level: State	Hazard: Multi	http://resources.ca.gov/	
1416 Ninth Street		Suite 1311	
Sacramento, CA 95814		Ph: 916-653-5656	Fx: (916) 653-8102
Notes: The California Resources Agency restores, protects and manages the state's natural, historical and cultural resources for current and future generations using solutions based on science, collaboration and respect for all the communities and interests involved.			

Community Rating System (CRS)			
Level: Federal	Hazard: Flood	http://www.fema.gov/nfip/crs.shtm	
500 C Street, S.W.			
Washington, D.C. 20472		Ph:	Fx:
Notes: The Community Rating System (CRS) recognizes community floodplain management efforts that go beyond the minimum requirements of the NFIP. Property owners within the County would receive reduced NFIP flood insurance premiums if the County implements floodplain management practices that qualify it for a CRS rating. For further information on the CRS, visit FEMA's website.			

Environmental Protection Agency (EPA), Region 9			
Level: Regional	Hazard: Multi	http://www.epa.gov/region09	
75 Hawthorne Street			
San Francisco, CA 94105		Ph: 415-947-8000	Fx: 415-947-3553
Notes: The mission of the U.S. Environmental Protection Agency is to protect human health and to safeguard the natural environment through the themes of air and global climate change, water, land, communities and ecosystems, and compliance and environmental stewardship.			

Federal Emergency Management Agency (FEMA), Region IX

Level: Federal	Hazard: Multi	http://www.fema.gov/about/regions/regionix/	
1111 Broadway		Suite 1200	
Oakland, CA 94607-4052		Ph: 510-627-7100	Fx: 510-627-7112

Notes: The Federal Emergency Management Agency is tasked with responding to, planning for, recovering from and mitigating against disasters.

Federal Emergency Management Agency (FEMA), Mitigation Division

Level: Federal	Hazard: Multi	www.fema.gov/fima/planhowto.shtm	
500 C Street, S.W.			
Washington, D.C. 20472		Ph: 202-566-1600	Fx:

Notes: The Mitigation Division manages the National Flood Insurance Program and oversees FEMA's mitigation programs. It has of a number of programs and activities of which provide citizens Protection, with flood insurance; Prevention, with mitigation measures and Partnerships, with communities throughout the country.

Floodplain Management Association

Level: Federal	Hazard: Flood	www.floodplain.org	
P.O. Box 712080			
Santee, CA 92072		Ph: 619-204-4380	Fx:

Notes: The Floodplain Management Association is a nonprofit educational association. It was established in 1990 to promote the reduction of flood losses and to encourage the protection and enhancement of natural floodplain values. Members include representatives of federal, state and local government agencies as well as private firms.

Landslide Hazards Program, USGS

Level: Federal	Hazard: Landslide	http://landslides.usgs.gov/	
12201 Sunrise Valley Drive		MS 906	
Reston, VA 20192		Ph: 703-648- 4460	Fx:

Notes: The NLIC website provides good information on the programs and resources regarding landslides. The page includes information on the National Landslide Hazards Program Information Center, a bibliography, publications, and current projects. USGS scientists are working to reduce long-term losses and casualties from landslide hazards through better understanding of the causes and mechanisms of ground failure both nationally and worldwide.

National Fire Protection Association (NFPA)

Level: National	Hazard: Wildfire	http://www.nfpa.org/catalog/home/index.asp	
1 Batterymarch Park			
Quincy, MA 02169-7471		Ph: 617-770-3000	Fx: 617 770-0700

Notes: The mission of the international nonprofit NFPA is to reduce the worldwide burden of fire and other hazards on the quality of life by providing and advocating scientifically-based consensus codes and standards, research, training and education

National Floodplain Insurance Program (NFIP)

Level: Federal	Hazard: Flood	www.fema.gov/nfip/	
500 C Street, S.W.			
Washington, D.C. 20472		Ph: 202-566-1600	Fx:

Notes: The Mitigation Division manages the National Flood Insurance Program and oversees FEMA's mitigation programs. It has of a number of programs and activities of which provide citizens Protection, with flood insurance; Prevention, with mitigation measures and Partnerships, with communities throughout the country.

National Oceanic /Atmospheric Administration (NOAA)

Level: Federal	Hazard: Multi	www.noaa.gov	
14th Street and Constitution Ave NW		Rm 5128	
Washington, DC 20230		Ph: 310-713-4000	Fx:

Notes: NOAA's historical role has been to predict environmental changes, protect life and property, provide decision makers with reliable scientific information, and foster global environmental stewardship.

National Resources Conservation Service (NRCS)

Level: Federal	Hazard: Multi	http://www.nrcs.usda.gov/	
14th and Independence Ave., SW			
Washington, DC 20250		Ph: 202-720-7246	Fx: 202-720-7690

Notes: NRCS assists owners of America's private land with conserving their soil, water, and other natural resources, by delivering technical assistance based on sound science and suited to a customer's specific needs. Cost shares and financial incentives are available in some cases.

National Weather Service (NWS)

Level: Federal	Hazard: Multi	http://www.nws.noaa.gov/	
1325 East West Highway			
Silver Spring, MD 20910		Ph: 805-988- 6615	Fx: 805-988-6613

Notes: The National Weather Service is responsible for providing weather service to the nation. It is charged with the responsibility of observing and reporting the weather and with issuing forecasts and warnings of weather and floods in the interest of national safety and economy. Briefly, the priorities for service to the nation are: 1. protection of life, 2. protection of property, and 3. promotion of the nation's welfare and economy.

National Weather Service, Office of Hydrologic Development

Level: Federal	Hazard: Flood	http://www.nws.noaa.gov/	
1325 East West Highway		SSMC2	
Silver Spring, MD 20910		Ph: 301-713-1658	Fx: 301-713-0963

Notes: The Office of Hydrologic Development (OHD) enhances National Weather Service products by: infusing new hydrologic science, developing hydrologic techniques for operational use, managing hydrologic development by NWS field office, providing advanced hydrologic products to meet needs identified by NWS customers.

Southern California Association of Governments (SCAG)

Level: Regional	Hazard: Multi	www.scag.ca.gov	
818 W. Seventh Street		12th Floor	
Los Angeles, CA 90017		Ph: 213-236-1800	Fx: 213-236-1825

Notes: The Southern California Association of Governments functions as the Metropolitan Planning Organization for six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality.

Southern California Earthquake Center (SCEC)

Level: Regional	Hazard: Earthquake	www.scec.org	
3651 Trousdale Parkway		Suite 169	
Los Angeles, CA 90089-0742		Ph: 213-740-5843	Fx: 213/740-0011

Notes: The Southern California Earthquake Center (SCEC) gathers new information about earthquakes in Southern California, integrates this information into a comprehensive and predictive understanding of earthquake phenomena, and communicates this understanding to end-users and the general public in order to increase earthquake awareness, reduce economic losses, and save lives.

State Fire Marshal (SFM)

Level: State	Hazard: Wildfire	http://osfm.fire.ca.gov	
1131 "S" Street			
Sacramento, CA 95814		Ph: 916-445-8200	Fx: 916-445-8509

Notes: The Office of the State Fire Marshal (SFM) supports the mission of the California Department of Forestry and Fire Protection (CalFIRE) by focusing on fire prevention. SFM regulates buildings in which people live, controls substances which may, cause injuries, death and destruction by fire; provides statewide direction for fire prevention within wildland areas; regulates hazardous liquid pipelines; reviews regulations and building standards; and trains and educates in fire protection methods and responsibilities.

US Army Corps of Engineers (USACE)

Level: Federal	Hazard: Multi	http://www.usace.army.mil	
41 G. Street, NW			
Washington, DC 20314-1000		Ph: 202-761-0011	Fx:

Notes: The United States Army Corps of Engineers work in engineering and environmental matters. A workforce of biologists, engineers, geologists, hydrologists, natural resource managers and other professionals provide engineering services to the nation including planning, designing, building and operating water resources and other civil works projects.

US Geological Survey (USGS)

Level: Federal	Hazard: Multi	http://www.usgs.gov/	
345 Middlefield Road			
Menlo Park, CA 94025		Ph: 650-853-8300	Fx:

Notes: The USGS provides reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life.

US Geological Survey (USGS), Water Resources			
Level: Federal	Hazard: Multi	www.water.usgs.gov	
6000 J Street		Placer Hall	
Sacramento, CA 95819-6129		Ph: 916-278-3000	Fx: 916-278-3070

Notes: The USGS Water Resources mission is to provide water information that benefits the Nation's citizens: publications, data, maps, and applications software.

Western States Seismic Policy Council (WSSPC)			
Level: Regional	Hazard: Earthquake	www.wsspc.org	
801 K Street		Suite 1436	
Sacramento, CA 95814		Ph: 916-444-6816	Fx: 916-444-8077

Notes: WSSPC is a regional earthquake consortium funded mainly by FEMA. Its website is a great resource, with information clearly categorized – from policy to engineering to education.

Westside Economic Collaborative c/o Pacific Western Bank			
Level: Regional	Hazard: Multi	http://www.westside-la.or	
120 Wilshire Boulevard			
Santa Monica, CA 90401		Ph: 310-458-1521	Fx: 310-458-6479

Notes: The Westside Economic Development Collaborative is the first Westside regional economic development corporation. The Westside EDC functions as an information gatherer and resource center, as well as a forum, through bringing business, government, and residents together to address issues affecting the region: Economic Diversity, Transportation, Housing, Workforce Training and Retraining, Lifelong Learning, Tourism, and Embracing Diversity.

Appendix B: Benefit/Cost Analysis

Benefit/cost analysis is a key mechanism used by the California Emergency Management Agency, the Federal Emergency Management Agency, and other state and federal agencies in evaluating hazard mitigation projects, and is required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.

This appendix outlines several approaches for conducting economic analysis of hazard mitigation projects. It describes the importance of implementing mitigation activities, different approaches to economic analysis of mitigation strategies, and methods to calculate costs and benefits associated with mitigation strategies. Information in this section is derived in part from: The Interagency Hazards Mitigation Team, State Mitigation Plan, and Federal Emergency Management Agency Publication 331, Report on Costs and Benefits of Hazard Mitigation.

This section is not intended to provide a comprehensive description of benefit/cost analysis, nor is it intended to provide the details of economic analysis methods that can be used to evaluate local projects. It is intended to: 1) raise benefit/cost analysis as an important issue, and 2) provide some background on how economic analysis can be used to evaluate mitigation projects.

Why Evaluate Mitigation Strategies?

Mitigation activities reduce the cost of disasters by minimizing property damage, injuries, and the potential for loss of life, and by reducing emergency response costs, which would otherwise be incurred.

Evaluating hazard mitigation provides decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternative projects.

Evaluating hazard mitigation provides decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternative projects.

Evaluating mitigation projects is a complex and difficult undertaking, which is influenced by many variables.

First, natural disasters affect all segments of the communities they strike, including individuals, businesses, and public services such as fire, police, utilities, and schools. Second, while some of the direct and indirect costs of disaster damages are measurable, some of the costs are non-financial and difficult to quantify in dollars. Third, many of the impacts of such events produce "ripple-effects" throughout the community, greatly increasing the disaster's social and economic consequences.

While not easily accomplished, there is value, from a public policy perspective, in assessing the positive and negative impacts from mitigation activities, and obtaining an instructive benefit/cost comparison.

Otherwise, the decision to pursue or not pursue various mitigation options would not be based on an objective understanding of the net benefit or loss associated with these actions.

What are Some Economic Analysis Approaches for Mitigation Strategies?

The approaches used to identify the costs and benefits associated with hazard mitigation strategies, measures, or projects fall into two general categories: benefit/cost analysis and cost-effectiveness analysis. The distinction between the two methods is the way in which the relative costs and benefits are measured. Additionally, there are varying approaches to assessing the value of mitigation for public sector and private sector activities.

Benefit/Cost Analysis

Benefit/cost analysis is used in hazards mitigation to show if the benefits to life and property protected through mitigation efforts exceed the cost of the mitigation activity. Conducting benefit/cost analysis for a mitigation activity can assist communities in determining whether a project is worth undertaking now, in order to avoid disaster related damages later. Benefit/cost analysis is based on calculating the frequency and severity of a hazard, avoided future damages, and risk.

In benefit/cost analysis, all costs and benefits are evaluated in terms of dollars, and a net benefit/cost ratio is computed to determine whether a project should be implemented (i.e., if net benefits exceed net costs, the project is worth pursuing). A project must have a benefit/cost ratio greater than 1 in order to be funded.

Cost-Effectiveness Analysis

Cost-effectiveness analysis evaluates how best to spend a given amount of money to achieve a specific goal. This type of analysis, however, does not necessarily measure costs and benefits in terms of dollars. Determining the economic feasibility of mitigating hazards can also be organized according to the perspective of those with an economic interest in the outcome. Hence, economic analysis approaches are covered for both public and private sectors as follows.

Investing in public sector mitigation activities

Evaluating mitigation strategies in the public sector is complicated because it involves estimating all of the economic benefits and costs regardless of who realizes them, and potentially to a large number of people and economic entities. Some benefits cannot be evaluated monetarily, but still affect the public in profound ways.
Economists have developed methods to evaluate the economic feasibility of public decisions that involve a diverse set of beneficiaries and non-market benefits.

Investing in private sector mitigation activities

Private sector mitigation projects may occur on the basis of one of two approaches: it may be mandated by a regulation or standard, or it may be economically justified on its own merits. A building or landowner, whether a private entity or a public agency, required to conform to a mandated standard may consider the following options:

1. Request cost sharing from public agencies
2. Dispose of the building or land either by sale or demolition

3. Change the designated use of the building or land and change the hazard mitigation compliance requirement; or
4. Evaluate the most feasible alternatives and initiate the most cost effective hazard mitigation alternative

The sale of a building or land triggers another set of concerns. For example, real estate disclosure laws can be developed which require sellers of real property to disclose known defects and deficiencies in the property, including earthquake weaknesses and hazards to prospective purchasers. Correcting deficiencies is expensive and time consuming, but their existence can prevent the sale of the building. Conditions of a sale regarding the deficiencies and the price of the building can be negotiated between a buyer and seller.

How Can an Economic Analysis be Conducted?

Benefit/cost analysis and cost-effectiveness analysis are important tools in evaluating whether or not to implement a mitigation activity. A framework for evaluating alternative mitigation activities is outlined below:

1. Identify the Alternatives: Alternatives for reducing risk from hazards includes structural projects to enhance disaster resistance, education and outreach, and acquisition or demolition of exposed properties, among others. Different mitigation project assists in minimizing risk to hazards, but do so at varying economic costs.

2. Calculate the Costs and Benefits: Choosing economic criteria is essential to systematically calculating costs and benefits of mitigation projects and selecting the most appropriate alternative. Potential economic criteria to evaluate alternatives include:

- ✓ **Determine the project cost.** This may include initial project development costs, and repair and operating costs of maintaining projects over time.
- ✓ **Estimate the benefits.** Projecting the benefits or cash flow resulting from a project can be difficult. Expected future returns from the mitigation effort depend on the correct specification of the risk and the effectiveness of the project, which may not be well known. Expected future costs depend on the physical durability and potential economic obsolescence of the investment. This is difficult to project. These considerations will also provide guidance in selecting an appropriate salvage value. Future tax structures and rates must be projected. Financing alternatives must be researched, and they may include retained earnings, bond and stock issues, and commercial loans.
- ✓ **Consider costs and benefits to society and the environment.** These are not easily measured, but are assessed through a variety of economic tools including existence value or contingent value theories. These theories provide quantitative data on the value people attribute to physical or social environments. Even without hard data, however, impact of structural projects to the physical environment or to society should be considered when implementing mitigation projects.
- ✓ **Determine the correct discount rate.** Determination of the discount rate can just be the risk-free cost of capital, but it may include the decision maker's time preference and also a risk premium. Including inflation should also be considered.

3. Analyze and Rank the Alternatives: Once costs and benefits have been quantified, economic analysis tools can rank the alternatives. Two methods for determining the best alternative given varying costs and benefits include net present value and internal rate of return.

- ✓ **Net present value.** Net present value is the value of the expected future returns of an investment minus the value of expected future cost expressed in today's dollars. If the net present value is greater than the project costs, the project is determined feasible for implementation. Selecting the discount rate, and identifying the present and future costs and benefits of the project calculates the net present value of projects.
- ✓ **Internal Rate of Return.** Using the internal rate of return method to evaluate mitigation projects provides the interest rate equivalent to the dollar returns expected from the project. Once the rate has been calculated, it is compared to rates earned by investing in alternative projects. Projects may be feasible to implement when the internal rate of return is greater than the total costs of the project.

Once the mitigation projects are ranked on the basis of economic criteria, decision-makers can consider other factors, such as risk; project effectiveness; and economic, environmental, and social returns in choosing the appropriate project for implementation.

How are Benefits of Mitigation Calculated?

Economic Returns of Hazard Mitigation

The estimation of economic returns, which accrue to building or land owner as a result of hazard mitigation, is difficult. Owners evaluating the economic feasibility of mitigation should consider reductions in physical damages and financial losses. A partial list follows:

- ✓ Building damages avoided
- ✓ Content damages avoided
- ✓ Inventory damages avoided
- ✓ Rental income losses avoided
- ✓ Relocation and disruption expenses avoided
- ✓ Proprietor's income losses avoided

These parameters are estimated using observed prices, costs, and engineering data. The difficult part is to correctly determine the effectiveness of the hazard mitigation project and the resulting reduction in damages and losses. Equally as difficult is assessing the probability that an event will occur. The damages and losses should only include those that will be borne by the owner. The salvage value of the investment are important in determining economic feasibility. Salvage value becomes more important as the time horizon of the owner declines. This is important because most businesses depreciate assets over a period of time.

Additional Costs from Hazards

Property owners should also assess changes in a broader set of factors that change as a result of a large natural disaster. These are usually termed "indirect" effects, but they have a very direct effect on the economic value of the owner's building or land. They are positive or negative, and include changes in the following:

- ✓ Commodity and resource prices
- ✓ Availability of resource supplies
- ✓ Commodity and resource demand changes
- ✓ Building and land values
- ✓ Capital availability and interest rates
- ✓ Availability of labor
- ✓ Economic structure
- ✓ Infrastructure
- ✓ Regional exports and imports
- ✓ Local, state, and national regulations and policies
- ✓ Insurance availability and rates

Changes in the resources and industries listed above are more difficult to estimate and require models that are structured to estimate total economic impacts. Total economic impacts are the sum of direct and indirect economic impacts. Total economic impact models are usually not combined with economic feasibility models. Many models exist to estimate total economic impacts of changes in an economy. Decision makers should understand the total economic impacts of natural disasters in order to calculate the benefits of a mitigation activity. This suggests that understanding the local economy is an important first step in being able to understand the potential impacts of a disaster, and the benefits of mitigation activities.

Additional Considerations

Conducting an economic analysis for potential mitigation activities can assist decision-makers in choosing the most appropriate strategy for their community to reduce risk and prevent loss from hazards. Economic analysis saves time and resources from being spent on inappropriate or unfeasible projects. Several resources and models are listed on the following page that assist in conducting an economic analysis for hazard mitigation activities.

Benefit/cost analysis is complicated, and the numbers may divert attention from other important issues. It is important to consider the qualitative factors of a project associated with mitigation that cannot be evaluated economically. There are alternative approaches to implementing mitigation projects. Many communities are looking towards developing multi-objective projects. With this in mind, opportunity rises to develop strategies that integrate hazard mitigation with projects related to watersheds, environmental planning, community economic development, and small business development, among others. Incorporating hazard mitigation with other community projects can increase the viability of project implementation.

Resources

CUREe Kajima Project, Methodologies For Evaluating The Socio-Economic Consequences Of Large Earthquakes, Task 7.2 Economic Impact Analysis, Prepared by University of California, Berkeley Team, Robert A. Olson, VSP Associates, Team Leader; John M. Eidinger, GandE Engineering Systems; Kenneth A. Goettel, Goettel and Associates Inc.; and Gerald L. Horner, Hazard Mitigation Economics Inc., 1997.

Federal Emergency Management Agency, Benefit/Cost Analysis of Hazard Mitigation Projects, Riverine Flood, Version 1.05, Hazard Mitigation Economics Inc., 1996.

Federal Emergency Management Agency Report on Costs and Benefits of Natural Hazard Mitigation. Publication 331, 1996.

Goettel and Horner Inc., Earthquake Risk Analysis Volume III: The Economic Feasibility of Seismic Rehabilitation of Buildings in The City of Portland, Submitted to the Bureau of Buildings, City of Portland, August 30, 1995.

Goettel and Horner Inc., Benefit/Cost Analysis of Hazard Mitigation Projects Volume V, Earthquakes, Prepared for FEMA's Hazard Mitigation Branch, October 25, 1995.

Horner, Gerald, Benefit/Cost Methodologies for Use in Evaluating the Cost Effectiveness of Proposed Hazard Mitigation Measures, Robert Olson Associates, Prepared for Oregon State Police, Office of Emergency Management, July 1999.

Interagency Hazards Mitigation Team, State Mitigation Plan, (Oregon State Police – Office of Emergency Management, 2000).

Risk Management Solutions, Inc., Development of a Standardized Earthquake Loss Estimation Methodology, National Institute of Building Sciences, Volume I and II, 1994.

VSP Associates, Inc., A Benefit/Cost Model for the Seismic Rehabilitation of Buildings, Volumes 1 and 2, Federal Emergency Management Agency, FEMA, Publication Numbers 227 and 228, 1991.

VSP Associates, Inc., Benefit/Cost Analysis of Hazard Mitigation Projects: Section 404 Hazard Mitigation Program and Section 406 Public Assistance Program, Volume 3: Seismic Hazard Mitigation Projects, 1993.

VSP Associates, Inc., Seismic Rehabilitation of Federal Buildings: A Benefit/Cost Model, Volume 1, Federal Emergency Management Agency, FEMA, Publication Number 255, 1994.

Appendix C: Acronyms

Federal Acronyms

AASHTO	American Association of State Highway and Transportation Officials
ATC	Applied Technology Council
b/ca	benefit/cost analysis
BFE	Base Flood Elevation
BLM	Bureau of Land Management
BSSC	Building Seismic Safety Council
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations
CRS	Community Rating System
EDA	Economic Development Administration
EPA	Environmental Protection Agency
ER	Emergency Relief
EWP	Emergency Watershed Protection (NRCS Program)
FAS	Federal Aid System
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FMA	Flood Mitigation Assistance (FEMA Program)
FTE	Full Time Equivalent
GIS	Geographic Information System
GNS	Institute of Geological and Nuclear Sciences (International)
GSA	General Services Administration
HAZUS	Hazards U.S.
HMGP	Hazard Mitigation Grant Program
HMST	Hazard Mitigation Survey Team
HUD	Housing and Urban Development (United States, Department of)
IBHS	Institute for Business and Home Safety
ICC	Increased Cost of Compliance
IHMT	Interagency Hazard Mitigation Team
NCDC	National Climate Data Center
NFIP	National Flood Insurance Program
NFPA	National Fire Protection Association
NHMP	Natural Hazards Mitigation Plan (also known as "409 Plan")
NIBS	National Institute of Building Sciences
NIFC	National Interagency Fire Center
NMFS	National Marine Fisheries Service
NOAA	National Oceanic and Atmospheric Administration
NPS	National Park Service

NRCS	Natural Resources Conservation Service
NWS	National Weather Service
SBA	Small Business Administration
SHMO	State Hazard Mitigation Officer
TOR	Transfer of Development Rights
UGB	Urban Growth Boundary
URM	Unreinforced Masonry
USACE	United States Army Corps of Engineers
USBR	United States Bureau of Reclamation
USDA	United States Department of Agriculture
USFA	United States Fire Administration
USFS	United States Forest Service
USGS	United States Geological Survey
WSSPC	Western States Seismic Policy Council

California Acronyms

AandW	Alert and Warning
AA	Administering Areas
AAR	After Action Report
ARC	American Red Cross
ARP	Accidental Risk Prevention
ATC20	Applied Technology Council20
ATC21	Applied Technology Council21
BCP	Budget Change Proposal
BSA	California Bureau of State Audits
CAER	Community Awareness and Emergency Response
CalARP	California Accidental Release Prevention
CalBO	California Building Officials
Cal EMA	California Emergency Management Agency
CalEPA	California Environmental Protection Agency
CalFIRE	California Department of Forestry and Fire Protection
CalREP	California Radiological Emergency Plan
CALSTARS	California State Accounting Reporting System
CalTrans	California Department of Transportation
CBO	Community Based Organization
CD	Civil Defense
CDMG	California Division of Mines and Geology
CEC	California Energy Commission
CEPEC	California Earthquake Prediction Evaluation Council
CESRS	California Emergency Services Radio System

CHIP	California Hazardous Identification Program
CHMIRS	California Hazardous Materials Incident Reporting System
CHP	California Highway Patrol
CLETS	California Law Enforcement Telecommunications System
CSTI	California Specialized Training Institute
CUEA	California Utilities Emergency Association
CUPA	Certified Unified Program Agency
DAD	Disaster Assistance Division (of the state Office of Emergency Svcs)
DFO	Disaster Field Office
DGS	California Department of General Services
DHSRHB	California Department of Health Services, Radiological Health Branch
DO	Duty Officer
DOC	Department Operations Center
DOF	California Department of Finance
DOJ	California Department of Justice
DPA	California Department of Personnel Administration
DPIG	Disaster Preparedness Improvement Grant
DR	Disaster Response
DSA	Division of the State Architect
DSR	Damage Survey Report
DSW	Disaster Service Worker
DWR	California Department of Water Resources
EAS	Emergency Alerting System
EDIS	Emergency Digital Information System
EERI	Earthquake Engineering Research Institute
EMA	Emergency Management Assistance
EMI	Emergency Management Institute
EMMA	Emergency Managers Mutual Aid
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPEDAT	Early Post Earthquake Damage Assessment Tool
EPI	Emergency Public Information
EPIC	Emergency Public Information Council
ESC	Emergency Services Coordinator
FAY	Federal Award Year
FDAA	Federal Disaster Assistance Administration
FEAT	Governor's Flood Emergency Action Team
FEMA	Federal Emergency Management Agency
FFY	Federal Fiscal Year
FIR	Final Inspection Reports

FIRESCOPE	Firefighting Resources of Southern California Organized for Potential Emergencies
FMA	Flood Management Assistance
FSR	Feasibility Study Report
FY	Fiscal Year
GIS	Geographical Information System
HAZMAT	Hazardous Materials
HAZMIT	Hazardous Mitigation
HAZUS	Hazards U.S. (an earthquake/hurricane/flooding damage assessment prediction tool)
HAD	Housing and Community Development
HEICS	Hospital Emergency Incident Command System
HEPG	Hospital Emergency Planning Guidance
HIA	Hazard Identification and Analysis Unit
HMEP	Hazardous Materials Emergency Preparedness
HMGP	Hazard Mitigation Grant Program
IDE	Initial Damage Estimate
IA	Individual Assistance
IFG	Individual and Family Grant (program)
IRG	Incident Response Geographic Information System
IPA	Information and Public Affairs (of State Office of Emergency Services)
LAN	Local Area Network
LEMMA	Law Enforcement Master Mutual Aid
LEPC	Local Emergency Planning Committee
MARAC	Mutual Aid Regional Advisory Council
MHID	Multi-Hazard Identification
MOU	Memorandum of Understanding
NBC	Nuclear, Biological, Chemical
NEMA	National Emergency Management Agency
NEMIS	National Emergency Management Information System
NFIP	National Flood Insurance Program
NOAA	National Oceanic and Atmospheric Association
NPP	Nuclear Power Plant
NSF	National Science Foundation
NWS	National Weather Service
OA	Operational Area
OASIS	Operational Area Satellite Information System
OCC	Operations Coordination Center
OCD	Office of Civil Defense
OEP	Office of Emergency Planning
OSHPD	Office of Statewide Health Planning and Development

OSPR	Oil Spill Prevention and Response
PA	Public Assistance
PC	Personal Computer
PDA	Preliminary Damage Assessment
PIO	Public Information Office
POST	Police Officer Standards and Training
PPA/CA	Performance Partnership Agreement/Cooperative Agreement (FEMA)
PSA	Public Service Announcement
PTAB	Planning and Technological Assistance Branch
PTR	Project Time Report
RA	Regional Administrator (Cal EMA)
RADEF	Radiological Defense (program)
RAMP	Regional Assessment of Mitigation Priorities
RAPID	Railroad Accident Prevention and Immediate Deployment
RDO	Radiological Defense Officer
RDMHC	Regional Disaster Medical Health Coordinator
REOC	Regional Emergency Operations Center
REPI	Reserve Emergency Public Information
RES	Regional Emergency Staff
RIMS	Response Information Management System
RMP	Risk Management Plan
RPU	Radiological Preparedness Unit (Cal EMA)
RRT	Regional Response Team
SAM	State Administrative Manual
SARA	Superfund Amendments and Reauthorization Act
SAVP	Safety Assessment Volunteer Program
SBA	Small Business Administration
SCO	California State Controller's Office
SEMS	Standardized Emergency Management System
SEPIC	State Emergency Public Information Committee
SLA	State and Local Assistance
SOP	Standard Operating Procedure
SWEPC	Statewide Emergency Planning Committee
TEC	Travel Expense Claim
TRU	Transuranic
T-T-T	Train- the-Trainer
UPA	Unified Program Account
UPS	Uninterrupted Power Source
USAR	Urban Search and Rescue
USGS	United States Geological Survey
WC	California State Warning Center

WAN	Wide Area Network
WIPP	Waste Isolation Pilot Project

Appendix D: Glossary

Acceleration	The rate of change of velocity with respect to time. Acceleration due to gravity at the earth's surface is 9.8 meters per second squared. That means that every second that something falls toward the surface of earth its velocity increases by 9.8 meters per second.
Asset	Any manmade or natural feature that has value, including, but not limited to people; buildings; infrastructure like bridges, roads, and sewer and water systems; lifelines like electricity and communication resources; or environmental, cultural, or recreational features like parks, dunes, wetlands, or landmarks.
Base Flood	Flood that has a 1 percent probability of being equaled or exceeded in any given year. Also known as the 100-year flood.
Base Flood Elevation (BFE)	Elevation of the base flood in relation to a specified datum, such as the National Geodetic Vertical Datum of 1929. The Base Flood Elevation is used as the standard for the National Flood Insurance Program.
Bedrock	The solid rock that underlies loose material, such as soil, sand, clay, or gravel.
Building	A structure that is walled and roofed, principally above ground and permanently affixed to a site. The term includes a manufactured home on a permanent foundation on which the wheels and axles carry no weight.
Coastal High Hazard Area	Area, usually along an open coast, bay, or inlet that is subject to inundation by storm surge and, in some instances, wave action caused by storms or seismic sources.
Coastal Zones	The area along the shore where the ocean meets the land as the surface of the land rises above the ocean. This land/water interface includes barrier islands, estuaries, beaches, coastal wetlands, and land areas having direct drainage to the ocean.
Community Rating System (CRS)	An NFIP program that provides incentives for NFIP communities to complete activities that reduce flood hazard risk. When the community completes specified activities, the insurance premiums of policyholders in these communities are reduced.

Computer-Aided Design And Drafting (CADD)	A computerized system enabling quick and accurate electronic 2-D and 3-D drawings, topographic mapping, site plans, and profile/cross-section drawings.
Contour	A line of equal ground elevation on a topographic (contour) map.
Critical Facility	Facilities that are critical to the health and welfare of the population and that are especially important following hazard events. Critical facilities include, but are not limited to, shelters, police and fire stations, and hospitals.
Debris	The scattered remains of assets broken or destroyed in a hazard event. Debris caused by a wind or water hazard event can cause additional damage to other assets.
Digitize	To convert electronically points, lines, and area boundaries shown on maps into x, y coordinates (e.g., latitude and longitude, universal transverse mercator (UTM), or table coordinates) for use in computer applications.
Displacement Time	The average time (in days) which the building's occupants typically must operate from a temporary location while repairs are made to the original building due to damages resulting from a hazard event.
Duration	How long a hazard event lasts.
Earthquake	A sudden motion or trembling that is caused by a release of strain accumulated within or along the edge of earth's tectonic plates.
Erosion	Wearing away of the land surface by detachment and movement of soil and rock fragments, during a flood or storm or over a period of years, through the action of wind, water, or other geologic processes.
Erosion Hazard Area	Area anticipated being lost to shoreline retreat over a given period of time. The projected inland extent of the area is measured by multiplying the average annual long-term recession rate by the number of years desired.
Essential Facility	Elements important to ensure a full recovery of a community or state following a hazard event. These would include: government functions, major employers, banks, schools, and certain commercial establishments, such as grocery stores, hardware stores, and gas stations.
Extent	The size of an area affected by a hazard or hazard event.

Extratropical Cyclone	Cyclonic storm events like Nor'easters and severe winter low-pressure systems. Both West and East coasts can experience these non-tropical storms that produce gale-force winds and precipitation in the form of heavy rain or snow. These cyclonic storms, commonly called Nor'easters on the East Coast because of the direction of the storm winds, can last for several days and can be very large – 1,000-mile wide storms are not uncommon.
Fault	A fracture in the continuity of a rock formation caused by a shifting or dislodging of the earth's crust, in which adjacent surfaces are differentially displaced parallel to the plane of fracture.
Federal Emergency Management Agency (FEMA)	Independent agency created in 1978 to provide a single point of accountability for all Federal activities related to disaster mitigation and emergency preparedness, response and recovery.
Fire Potential Index (FPI)	Developed by USGS and USFS to assess and map fire hazard potential over broad areas. Based on such geographic information, national policy makers and on-the-ground fire managers established priorities for prevention activities in the defined area to reduce the risk of managed and wildfire ignition and spread. Prediction of fire hazard shortens the time between fire ignition and initial attack by enabling fire managers to pre-allocate and stage suppression forces to high fire risk areas.
Flash Flood	A flood event occurring with little or no warning where water levels rise at an extremely fast rate.
Flood	A general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland or tidal waters, (2) the unusual and rapid accumulation or runoff of surface waters from any source, or (3) mudflows or the sudden collapse of shoreline land.
Flood Depth	Height of the flood water surface above the ground surface.
Flood Elevation	Elevation of the water surface above an established datum, e.g. National Geodetic Vertical Datum of 1929, North American Vertical Datum of 1988, or Mean Sea Level.
Flood Hazard Area	The area shown to be inundated by a flood of a given magnitude on a map.
Flood Insurance Rate Map (FIRM)	Map of a community, prepared by the Federal Emergency Management Agency that shows both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS)	A study that provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations in a community or communities.
Floodplain	Any land area, including watercourse, susceptible to partial or complete inundation by water from any source.
Frequency	A measure of how often events of a particular magnitude are expected to occur. Frequency describes how often a hazard of a specific magnitude, duration, and/or extent typically occurs, on average. Statistically, a hazard with a 100-year recurrence interval is expected to occur once every 100 years on average, and would have a 1 percent chance – its probability – of happening in any given year. The reliability of this information varies depending on the kind of hazard being considered.
Fujita Scale of Tornado Intensity	Rates tornadoes with numeric values from F0 to F5 based on tornado wind speed and damage sustained. An F0 indicates minimal damage such as broken tree limbs or signs, while and F5 indicated severe damage sustained.
Functional Downtime	The average time (in days) during which a function (business or service) is unable to provide its services due to a hazard event.
Geographic Area Impacted	The physical area in which the effects of the hazard are experienced.
Geographic Information Systems (GIS)	A computer software application that relates physical features on the earth to a database to be used for mapping and analysis.
Ground Motion	The vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter, but soft soils can further amplify ground motions
Hazard	A source of potential danger or adverse condition. Hazards in this how to series will include naturally occurring events such as floods, earthquakes, tornadoes, tsunami, coastal storms, landslides, and wildfires that strike populated areas. A natural event is a hazard when it has the potential to harm people or property.
Hazard Event	A specific occurrence of a particular type of hazard.
Hazard Identification	The process of identifying hazards that threaten an area.
Hazard Mitigation	Sustained actions taken to reduce or eliminate long-term risk from hazards and their effects.

Hazard Profile	A description of the physical characteristics of hazards and a determination of various descriptors including magnitude, duration, frequency, probability, and extent. In most cases, a community can most easily use these descriptors when they are recorded and displayed as maps.
HAZUS (Hazards U.S.)	A GIS-based nationally standardized earthquake loss estimation tool developed by FEMA.
Hurricane	An intense tropical cyclone, formed in the atmosphere over warm ocean areas, in which wind speeds reach 74-miles-per-hour or more and blow in a large spiral around a relatively calm center or "eye." Hurricanes develop over the north Atlantic Ocean, northeast Pacific Ocean, or the south Pacific Ocean east of 160°E longitude. Hurricane circulation is counter-clockwise in the Northern Hemisphere and clockwise in the Southern Hemisphere.
Hydrology	The science of dealing with the waters of the earth. A flood discharge is developed by a hydrologic study.
Infrastructure	Refers to the public services of a community that have a direct impact on the quality of life. Infrastructure includes communication technology such as phone lines or Internet access, vital services such as public water supplies and sewer treatment facilities, and includes an area's transportation system such as airports, heliports; highways, bridges, tunnels, roadbeds, overpasses, railways, bridges, rail yards, depots; and waterways, canals, locks, seaports, ferries, harbors, dry docks, piers and regional dams.
Intensity	A measure of the effects of a hazard event at a particular place.
Landslide	Downward movement of a slope and materials under the force of gravity.
Lateral Spreads	Develop on gentle slopes and entail the sidelong movement of large masses of soil as an underlying layer liquefies in a seismic event. The phenomenon that occurs when ground shaking causes loose soils to lose strength and act like viscous fluid. Liquefaction causes two types of ground failure: lateral spread and loss of bearing strength.
Liquefaction	Results when the soil supporting structures liquefies. This can cause structures to tip and topple.
Lowest Floor	Under the NFIP, the lowest floor of the lowest enclosed area (including basement) of a structure.

Magnitude	A measure of the strength of a hazard event. The magnitude (also referred to as severity) of a given hazard event is usually determined using technical measures specific to the hazard.
Mitigation Plan	A systematic evaluation of the nature and extent of vulnerability to the effects of hazards typically present in the state and includes a description of actions to minimize future vulnerability to hazards.
National Flood Insurance Program (NFIP)	Federal program created by Congress in 1968 that makes flood insurance available in communities that enact minimum floodplain management regulations in 44 CFR §60.3.
National Geodetic Vertical Datum of 1929 (NGVD)	Datum established in 1929 and used in the NFIP as a basis for measuring flood, ground, and structural elevations, previously referred to as Sea Level Datum or Mean Sea Level. The Base Flood Elevations shown on most of the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency are referenced to NGVD.
National Weather Service (NWS)	Prepares and issues flood, severe weather, and coastal storm warnings and can provide technical assistance to Federal and state entities in preparing weather and flood warning plans.
Nor'easter	An extra-tropical cyclone producing gale-force winds and precipitation in the form of heavy snow or rain.
Outflow	Follows water inundation creating strong currents that rip at structures and pound them with debris, and erode beaches and coastal structures.
Planimetric	Describes maps that indicate only Human-Caused features like buildings.
Planning	The act or process of making or carrying out plans; the establishment of goals, policies and procedures for a social or economic unit.
Probability	A statistical measure of the likelihood that a hazard event will occur.
Recurrence Interval	The time between hazard events of similar size in a given location. It is based on the probability that the given event will be equaled or exceeded in any given year.
Repetitive Loss Property	A property that is currently insured for which two or more National Flood Insurance Program losses (occurring more than ten days apart) of at least $1000 each have been paid within any 10-year period since 1978.

Replacement Value	The cost of rebuilding a structure. This is usually expressed in terms of cost per square foot, and reflects the present-day cost of labor and materials to construct a building of a particular size, type and quality.
Richter Scale	A numerical scale of earthquake magnitude devised by seismologist C.F. Richter in 1935.
Risk	The estimated impact that a hazard would have on people, services, facilities, and structures in a community; the likelihood of a hazard event resulting in an adverse condition that causes injury or damage. Risk is often expressed in relative terms such as a high, moderate or low likelihood of sustaining damage above a particular threshold due to a specific type of hazard event. It also can be expressed in terms of potential monetary losses associated with the intensity of the hazard.
Riverine	Of or produced by a river.
Scale	A proportion used in determining a dimensional relationship; the ratio of the distance between two points on a map and the actual distance between the two points on the earth's surface.
Scarp	A steep slope.
Scour	Removal of soil or fill material by the flow of flood waters. The term is frequently used to describe storm-induced, localized conical erosion around pilings and other foundation supports where the obstruction of flow increases turbulence.
Seismicity	Describes the likelihood of an area being subject to earthquakes.
Special Flood Hazard Area (SFHA)	An area within a floodplain having a 1 percent or greater chance of flood occurrence in any given year (100-year floodplain); represented on Flood Insurance Rate Maps by darkly shaded areas with zone designations that include the letter A or V.
Stafford Act	The Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-107 was signed into law November 23, 1988 and amended the Disaster Relief Act of 1974, PL 93-288. The Stafford Act is the statutory authority for most Federal disaster response activities, especially as they pertain to FEMA and its programs.

State Hazard Mitigation Officer (SHMO)	The representative of state government who is the primary point of contact with FEMA, other state and Federal agencies, and local units of government in the planning and implementation of pre- and post-disaster mitigation activities.
Storm Surge	Rise in the water surface above normal water level on the open coast due to the action of wind stress and atmospheric pressure on the water surface.
Structure	Something constructed. (See also Building)
Substantial Damage	Damage of any origin sustained by a structure in a Special Flood Hazard Area whereby the cost of restoring the structure to its before-damaged condition would equal or exceeds 50 percent of the market value of the structure before the damage.
Super Typhoon	A typhoon with maximum sustained winds of 150 mph or more.
Surface Faulting	The differential movement of two sides of a fracture – in other words, the location where the ground breaks apart. The length, width, and displacement of the ground characterize surface faults.
Tectonic Plate	Torsionally rigid, thin segments of the earth's lithosphere that may be assumed to move horizontally and adjoin other plates. It is the friction between plate boundaries that cause seismic activity.
Topographic	Characterizes maps that show natural features and indicate the physical shape of the land using contour lines. These maps may also include manmade features.
Tornado	A violently rotating column of air extending from a thunderstorm to the ground.
Tropical Cyclone	A generic term for a cyclonic, low-pressure system over tropical or subtropical waters.
Tropical Depression	A tropical cyclone with maximum sustained winds of less than 39 mph.
Tropical Storm	A tropical cyclone with maximum sustained winds greater than 39 mph and less than 74 mph.
Tsunami	Great sea wave produced by submarine earth movement or volcanic eruption.

Typhoon	A special category of tropical cyclone peculiar to the western North Pacific Basin, frequently affecting areas in the vicinity of Guam and the North Mariana Islands. Typhoons whose maximum sustained winds attain or exceed 150 mph are called super typhoons.
Vulnerability	Describes how exposed or susceptible to damage an asset is. Vulnerability depends on an asset's construction, contents, and the economic value of its functions. Like indirect damages, the vulnerability of one element of the community is often related to the vulnerability of another. For example, many businesses depend on uninterrupted electrical power – if an electric substation is flooded, it will affect not only the substation itself, but a number of businesses as well. Often, indirect effects can be much more widespread and damaging than direct ones.
Vulnerability Assessment	The extent of injury and damage that may result from a hazard event of a given intensity in a given area. The vulnerability assessment should address impacts of hazard events on the existing and future built environment.
Water Displacement	When a large mass of earth on the ocean bottom sinks or uplifts, the column of water directly above it is displaced, forming the tsunami wave. The rate of displacement, motion of the ocean floor at the epicenter, the amount of displacement of the rupture zone, and the depth of water above the rupture zone all contribute to the intensity of the tsunami.
Wave Run-up	The height that the wave extends up to on steep shorelines, measured above a reference level (the normal height of the sea, corrected to the state of the tide at the time of wave arrival).
Wildfire	An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.
Zone	A geographical area shown on a Flood Insurance Rate Map (FIRM) that reflects the severity or type of flooding in the area.

RESOLUTION NO. 11-6932

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA TO ADOPT THE NATURAL HAZARD MITIGATION PLAN IN ACCORDANCE WITH THE FEDERAL DISASTER MITIGATION ACT OF 2000 (PUBLIC LAW 106-390)

WHEREAS, The City Council of the City of Covina has authorized and supported the development of a Natural Hazard Mitigation Plan, establishing goals and objectives to ensure the health, safety and welfare of its citizens, even in the event of a natural disaster; and

WHEREAS, a Natural Hazard Mitigation Plan was adopted by the City Council on October 19, 2004, by Resolution No. 6401; and

WHEREAS, the City of Covina Natural Hazard Mitigation Plan 2011 is based upon an updated collection of analyses, policies, and actions on how the community will grow and change in the future and will serve as a blueprint for how it can achieve sustainability and disaster resiliency; and

WHEREAS, The Plan is the result of a process involving city departments, local agencies, homeowner, business people, landowners, developers, and community members and reflects local values and concerns; and

WHEREAS, There are mitigation actions that can be undertaken to address hazards, no matter how large or small, that can support disaster resiliency and sustainability in our community.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COVINA AS FOLLOWS:

SECTION 1. To adopt the City of Covina Natural Hazard Mitigation Plan 2011 and authorize the submission of same to the Federal Emergency Management Agency through the Governor's Office of Emergency Services.

SECTION 2. To direct the City Manager to serve as convener and facilitate the ongoing meeting of the Hazard Mitigation Advisory Committee and implementation of the City of Covina Natural Hazard Mitigation Plan.

SECTION 3. The City Clerk shall certify to the passage and adoption hereof.

PASSED, APPROVED AND ADOPTED this 15th day of February, 2011.

Mayor, City of Covina

ATTEST:

City Clerk, City of Covina

APPROVED AS TO FORM;

City Attorney

CERTIFICATION

I, Catherine M. LaCroix, Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 11-6932 was adopted by the Covina City Council at a regular meeting of the City Council held this 15th day of February, 2011 and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine M. LaCroix
Deputy City Clerk

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15th, 2010 **ITEM NO.:** CC 13

STAFF SOURCE: Dilu de Alwis, Finance Director
Steven Smith, Management Analyst

ITEM TITLE: FY 2010-11 2nd Quarter Update on Major Funds

STAFF RECOMMENDATION
Receive and file the budget update report for the quarter ended December 31th, 2010.

FISCAL IMPACT
None.

BACKGROUND
The current City of Covina Budget Policy requires staff to provide quarterly reports to the City Council on the status of budgeted revenues and expenditures.

The attached report gives an overview of the budgets for the General, Redevelopment Agency, and Enterprise Funds for the City of Covina as of December 31st, 2010. For analysis purposes, we have used 50% of budget to determine whether revenues and expenditures are trending over or under budget. Of the major funds presented in the report, all expenditures are below the 50% guideline for the quarter. Although General Fund revenue is below the 50% threshold detailed analysis shows several other major revenue categories trending over the 50% guideline. It's also important to note that major tax revenue is up compared to the same period for Fiscal Year 09/10

RELEVANCE TO STRATEGIC PLAN
None.

EXHIBITS
A. Budget Report for Quarter Ended 12/31/10

REVIEW TEAM ONLY
City Attorney: _____ **Finance Director:** _____
City Manager: _____ **Other:** _____

City of Covina

Quarterly Report

Fiscal Year 2010-2011, Quarter Ended 12/31/10

February 2011

OVERVIEW

The accompanying financial report reflects the City's budget position for the quarter ended 12/31/10 (mid-year). Included in this report are the General Fund, Redevelopment Agency, and Enterprise Funds, with a more detailed focus on the General Fund. For analysis, we have used 50% of the total fiscal year budget as a baseline to determine whether revenues and expenditures are trending over or under budget. Budgeted amounts include any revisions to the Adopted Budget based on Council action as of 12/31/10. Every effort was made to capture the quarter's revenues and expenditures as accurately as possible, using an approximate accrual of both.

The City's cash balance as of 12/31/10 is $4,717,556.22. This total includes the combined cash balances of all City funds and is not limited to the General Fund. **CRA's cash balance as of 12/31/10 is $ 6,698,361.82** and includes the combined cash balances of all Redevelopment funds. The cash balances for both the City and Redevelopment Agency are strictly available cash and are exclusive of any long-term investments. ***As a point of reference, the cash balances as of 12/31/09 was $4,018,522.13 for the City and $10,315,382.89 for CRA.*** The ***increase*** year-over-year in the City's cash balance is primarily due to increased Water Utility revenues. As reported for the first quarter, there was a lag in the receipt of cash in the Water and Environmental Services Funds due to the new utility billing system conversion. This affected the overall City cash balance. It is important to note though, that while the City's overall cash balance has increased, the General Fund revenues are below expenditures by $1.1 million. The deficiency is described below. The ***decrease*** in CRA's cash balance year-over-year is primarily due to the shift of Redevelopment funds to the State (SERAF), which had not occurred by the end of the second quarter 2010. The Redevelopment Agency lost approximately $2.5 million during the last quarter of Fiscal Year 2010, which had an obvious negative impact to the Agency's cash balance and will not be recouped.

GENERAL FUND

At the end of the second quarter, General Fund revenues are at 45.4% and expenditures at 48.5% of budget.

Total Revenue and Expenditures

General Fund	Budget	YTD Actual	%
Revenue	27,979,570	12,701,094	45.4%
Expenditures	28,473,929	13,817,907	48.5%

The net of all General Fund expenditures is slightly under the 50% guideline for the quarter, indicating that overall expenditure activity is in line with the Amended Budget. It should be noted that expenditures to date do not include any of the budgeted capital outlay or debt service payments in the General Fund. As a point of comparison, for the second quarter of Fiscal Year 09/10, expenditures to date were $19,609,862 which represented 52.1% of the Amended Budget but included $5.4 million in budgeted, one-time transfers.

"Expenditures by Program" show all categories under 50% for the fiscal year, with the exception of General Government and Culture and Recreation. For the General Government program, this is due to higher-than-anticipated Legal, Property Tax Administration, and Auditing Fees. As noted in the previous report, the overage in Culture and Recreation is most likely because of the seasonal nature of the activity - approximately 50% of the Aquatics budget was spent during the first quarter. Also, there was an additional one-time expenditure related to the retirement of a Library employee as well as a higher-than-anticipated expense to repair the Library's air conditioning unit. These are one-time expenditures and not indicative of

an ongoing budget overrun. Additionally, we have not yet recognized a transfer from CRA to the City to offset the costs of the Thunderfest Car Show & Music Festival, which will reduce General Fund expenditures by approximately $53,000. However, in every instance, City Staff will continue to contain costs wherever possible and absorb these additional expenditures into the current year's Amended Budget.

The Public Works and Community Development Programs appear markedly ***below*** the 50%. This is because both programs are heavily subsidized by other non-General funds. The transfers from the non-General funds to the corresponding programs are recognized on a flat-rate, monthly basis, regardless of the actual expenses that have been incurred.

Expenditures by Program

Expenditures	Budget	YTD Actual	% Expended
General Government	3,311,836	1,666,255	50.3%
Public Safety	20,512,880	10,058,079	49.0%
Public Works	839,410	262,217	31.2%
Culture & Recreation	3,266,062	1,775,352	54.4%
Community Development	72,990	8,006	11.0%
Non Departmental	24,900	18,918	76.0%
Debt Service	66,390	-	0.0%
Other Financing/Transfers	291,510	(6,840)	-2.3%
Environmental Services	87,951	35,920	40.8%
Total Expenditures	**28,473,929**	**13,817,907**	**48.5%**

"Expenditures by Major Category" show all categories under 50% for the fiscal year, with the exception of Personal Services being just marginally over. This is most likely due to the aforementioned expenditures related to the retirement of a Library employee. The "negative" expenditure in Other Financing is an accounting adjustment from the first quarter and reduces the overall General Fund expenditures.

Expenditures by Major Category

Expenditures	Budget	YTD Actual	% Expended
Personal Services	16,662,540	8,403,468	[illegible] %
Professional & Technical	11,193,990	5,582,140	49.9%
Property Services	2,017,810	983,574	48.7%
Other Services & Charges	2,225,042	1,038,806	46.7%
Supplies	616,030	177,162	28.8%
Capital Outlay	368,418	-	0.0%
Debt Service	66,390	-	0.0%
Interdepartmental Charges	(4,967,801)	(2,360,403)	47.5%
Other Financing	291,510	(6,840)	-2.3%
Total Expenditures	**28,473,929**	**13,817,907**	**48.5%**

Overall revenues are below the 50% baseline and are outstripped by expenditures by approximately $1.1 million. However, this is a considerable improvement over FY 09/10. For comparison purposes, the net of all ongoing General Fund revenue is approximately $500,000 more than the same period for the 09/10 Fiscal Year. Excluding restricted fund transfers that occurred, expenditures exceeded revenues by $1.9 million at the end of the second quarter of FY 09/10.

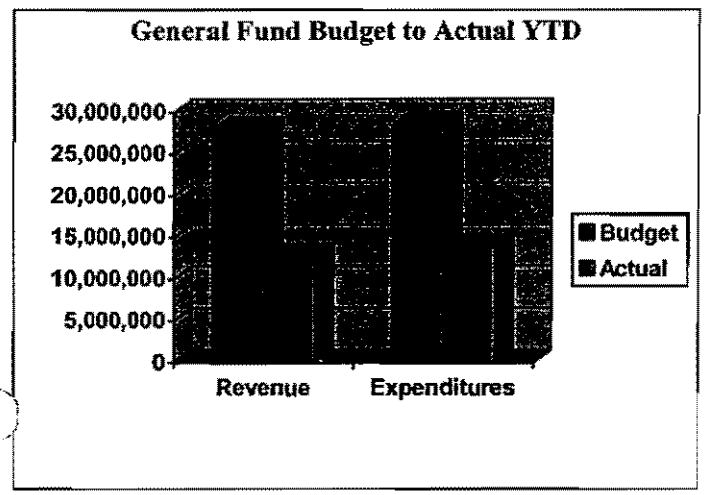
On a positive note, several revenue categories continue to exceed the quarterly guidelines for the current fiscal year and exceeded the amounts received within those categories for the second quarter of last fiscal year. These categories include Licenses & Permits, Charges for Services, and Fines & Forfeits.

Of the major tax categories, overall Property Tax revenue for the year-to-date is at $4,378,250 (51% of budget) vs. $4,342,819 (54.1% of budget) for the same period last year - a slight increase in dollars. Overall Sales Tax revenue is $2,821,408 (40.5% of budget) vs. $2,110,578 (29.8% of budget) for the same period last year.

While there are some positive aspects of the first quarter revenues, staff will continue to pay close attention to the more volatile revenue. Sales Tax will continue to be monitored, as well as the Utility User's Tax, which seems to be trending under budget. However, it is anticipated that at year end, revenue and expenditures will come in as budgeted and it is unlikely that there would be a contribution to fund balance.

Revenues by Major Category

Revenue	Budget	YTD Actual	% Received
Taxes	23,583,970	10,668,311	45.2%
Licenses & Permits	390,650	278,797	71.4%
Intergovernmental	897,230	256,149	28.5%
Charges for Services	1,697,190	918,456	54.1%
Fines & Forfeits	720,500	435,110	60.4%
Employee Benefit Charge	-	771	100.0%
Investment Earnings	490,000	56,447	11.5%
Miscellaneous	100,030	37,053	37.0%
Other Financing Sources	100,000	50,000	50.0%
Total Revenues	**27,979,570**	**12,701,094**	**45.4%**



REDEVELOPMENT AGENCY

Redevelopment Agency Budget Condition: The Redevelopment Agency consists of three major components: Low-Moderate Income Housing, Tax Allocation Debt, and Redevelopment.

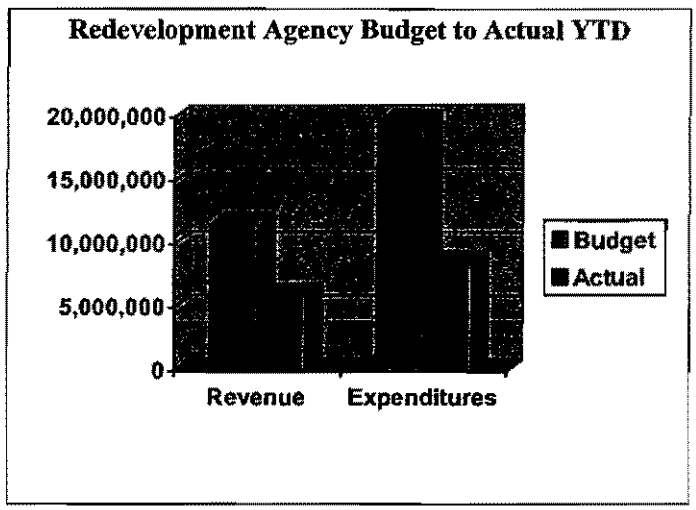
At the end of the quarter, CRA revenues were at 52.1% and expenditures were at 43.2% of budget. The revenue and expenditure totals include any adjustments based on Council action.

Redevelopment	Budget	YTD Actual	%
Revenue	11,453,330	5,963,545	52.1%
Expenditures	19,600,252	8,459,626	43.2%

CRA expenditures being below 50% of budget is largely due to the large budget for capital and other expenses related to ongoing Redevelopment projects, which has yet to be expended. The appearance of the Tax Allocation funds at 98.5% of budget is due to a reclassification of the repayment from the Agency to the City for the loan that was received for the fiscal year. This reclassification is required by our auditors and will require a future budget adjustment, but will not ultimately affect the bottom line of budgeted expenditures.

It should also be noted that, in spite of the State taking over $2.5 million in Redevelopment revenue in Fiscal Year 09/10, the Agency still stands to lose approximately $500,000 during this fiscal year to another State money grab.

Expenditures	Budget	YTD Actual	% Expended
Low-Moderate Income	4,290,515	601,931	14.0%
Tax Allocation	6,147,919	6,053,776	98.5%
Redevelopment	9,161,818	1,803,919	19.7%
Total Redevelopment	**19,600,252**	**8,459,626**	**43.2%**



ENTERPRISE FUNDS

Enterprise Fund Budget Condition: The City maintains three Enterprise Funds (a fund established to account for operations financed and operated in a manner similar to private business enterprise). For the City of Covina, these three funds are the Water Utility, Environmental Services, and Sewer Funds.

At mid year, the combined Enterprise Fund revenues were at 65.1% and expenditures were at 21.1% of budget.

Enterprise Funds	Budget	YTD Actual	%
Revenue	11,929,224	7,769,924	65.1%
Expenditures	27,053,360	5,712,758	21.1%

All expenditures accounted for in the Enterprise Funds are under the 50% guideline for the quarter. In the cases of the Water and Sewer funds, this is primarily due to budgeted capital projects that had not commenced through the 2nd

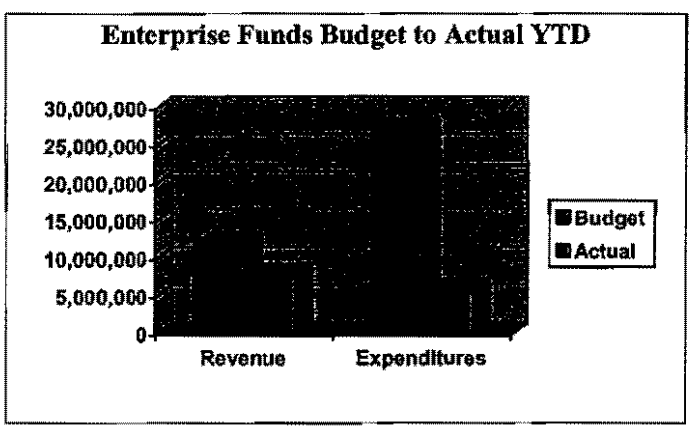
quarter: 29% of the Water budget and 91% of the Sewer budget is allocated for capital outlay.

For the Environmental Services Fund, the low expenditures to date are in part because of a temporary freeze in refuse billing that resulted in lower than usual payments to Athens Disposal for the months of August through October. The halt in refuse billing was due to the transition to a new utility billing system for water and the logistics involved in separating out water billing from the old system and setting it up for refuse-only billing. Those issues have since been resolved and normal refuse billing has recommenced with all accounts billed through December 31st 2010

Expenditures	Budget	YTD Actual	% Expended
Water Utility	9,255,780	3,791,097	41.0%
Environmental Services	3,805,520	1,460,197	38.4%
Sewer	13,992,060	461,464	3.3%
Total Enterprise Funds	**$ 27,053,360**	**$ 5,712,758**	**21.1%**

It's important to note that for all of the Enterprise funds, revenues for the year to date have covered all expenditures. This is generally what is expected in Enterprise Funds. The water fund revenues are at 71.4% of budget primarily due to the budget being adopted excluding the new water rates. The new rates were approved by Council on June 15, 2010 which was the same date the budget was adopted.

Revenue	Budget	YTD Actual	% Received
Water Utility	7,012,000	5,009,247	71.4%
Environmental Services	3,633,224	1,940,903	53.4%
Sewer Fund	1,284,000	819,774	63.8%
Total Enterprise Funds	**$ 11,929,224**	**$ 7,769,924**	**65.1%**



CITY OF COVINA/REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 14

STAFF SOURCE: Dilu de Alwis, Finance Director
Robert Neiuber, Director Community Development

ITEM TITLE: Receive and File 3rd Quarter 2010 Sales Tax Report.

STAFF RECOMMENDATION
City Council and Covina Redevelopment Agency Board to receive and file 3rd Quarter 2010 Sales Tax Report.

FISCAL IMPACT
None

BACKGROUND
Sales tax results over the past five quarters have varied significantly. The following table depicts this variation;

		Quarter over Quarter Variance by %	$ Variance
3rd Quarter 2008	3rd Quarter 2009	(17.5%)	($344,600)
4th Quarter 2008	4th Quarter 2009	(11.1%)	($201,075)
1st Quarter 2009	1st Quarter 2010	(3.6%)	($58,773)
2nd Quarter 2009	2nd Quarter 2010	2%	$32,273
3rd Quarter 2009	3rd Quarter 2010	1%	$15,657

Sales tax continues to stay above the negative territory that the region experienced since 2008. This is welcome news that the Covina economy is stabilizing and staff is cautiously optimistic that the coming quarters continue to show even this marginal growth. The primary impact to the 3rd quarter 2010 results is due to the "cash for clunkers" program that was conducted as part of the Federal Stimulus Bill.

Our hope is that the economy continues move in the positive territory and the sales tax results return to the 2007 levels. Sales tax which makes up approximately 25% of the General Fund budget is a key funding source for many programs including public safety. Stabilization of this revenue source will enable the City of Covina to continue to maintain the level of services currently in place.

RELEVENCE TO THE STRATEGIC PLAN
This informational item is in-line with the Long-Term Financial Stability component of the Strategic Plan under "Enhance Financial Stability".

EXHIBITS

A. Covina Sales Tax Report

B. Major Industry Groups 13 Quarter History

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

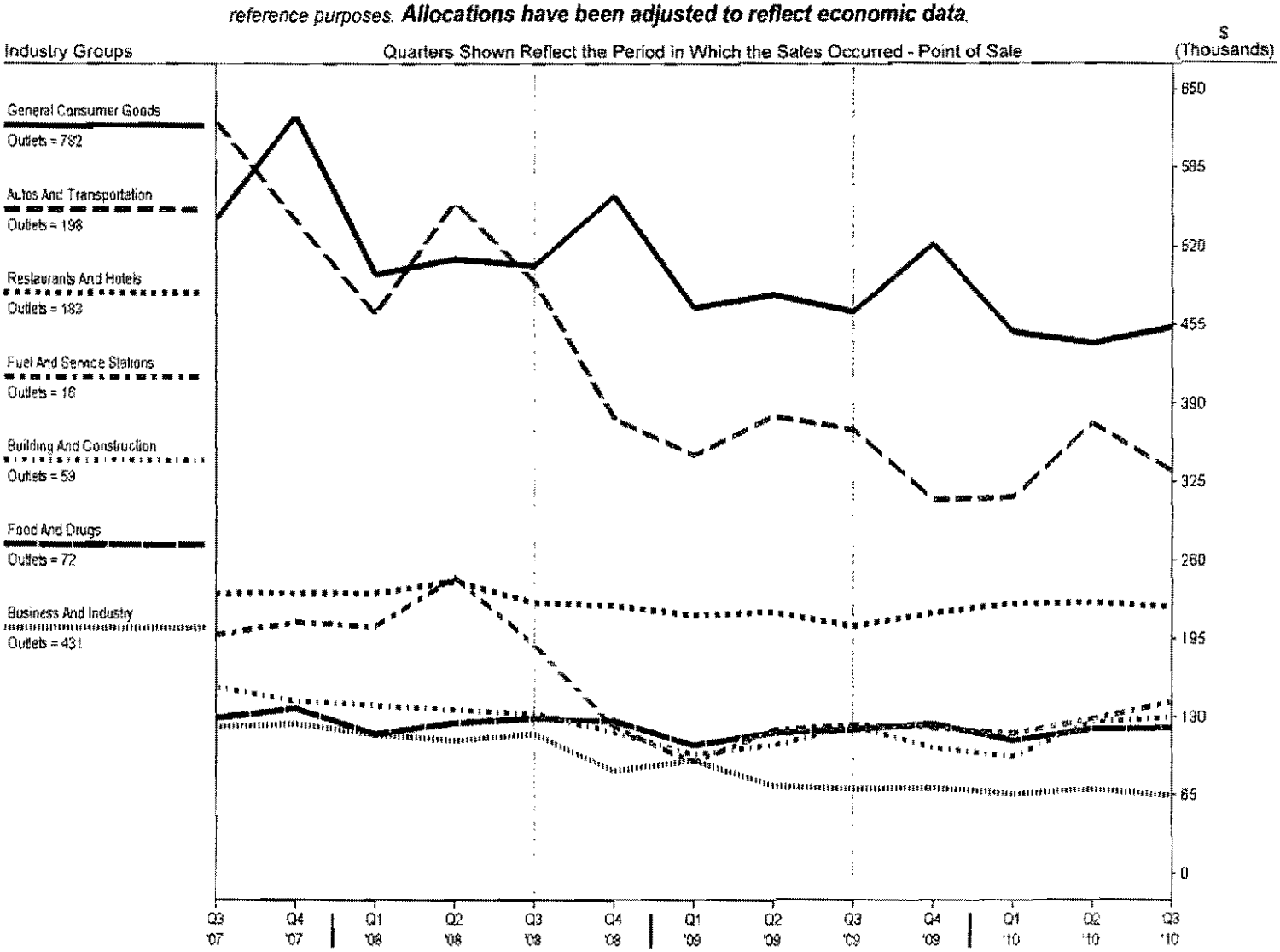
City Manager: _____ **Other:** _____

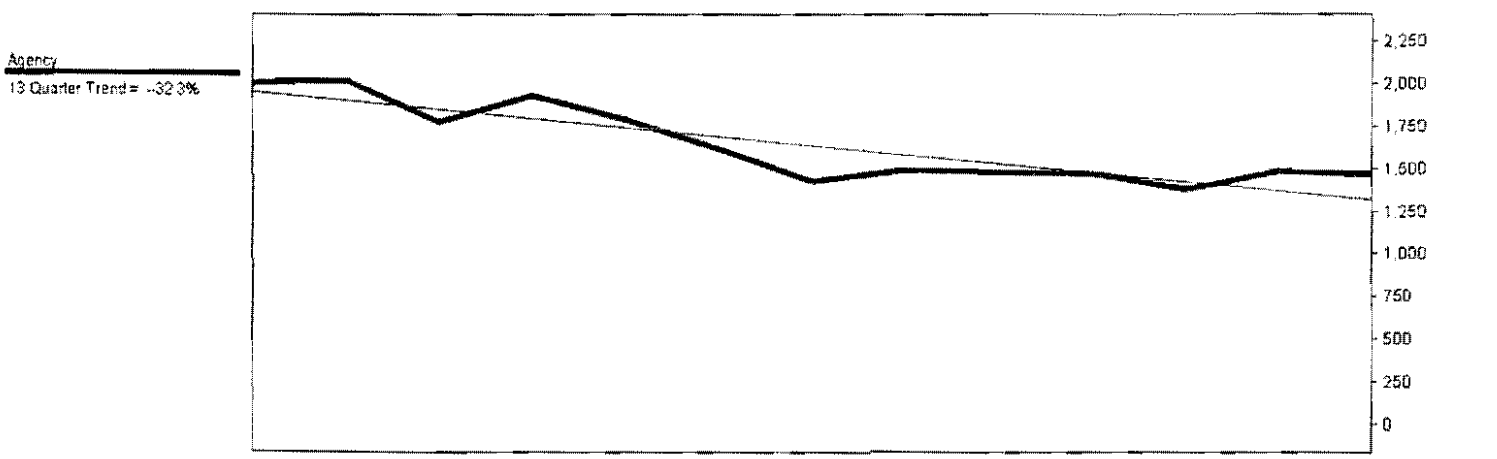
CITY OF COVINA
MAJOR INDUSTRY GROUPS - 13 QUARTER HISTORY

ADJUSTED FOR ECONOMIC DATA

Adjusted by moving retroactive payments with an absolute value of $5,000 or more into the quarter the sale was generated

Chart Description: This chart compares sales tax for the Major Industry Groups. The prior 12 quarters are shown graphically for historical reference purposes. ***Allocations have been adjusted to reflect economic data.***





Q3

City of Covina Sales Tax *Update*

Fourth Quarter Receipts for Third Quarter Sales (Jul-Sep 2010)

Covina In Brief

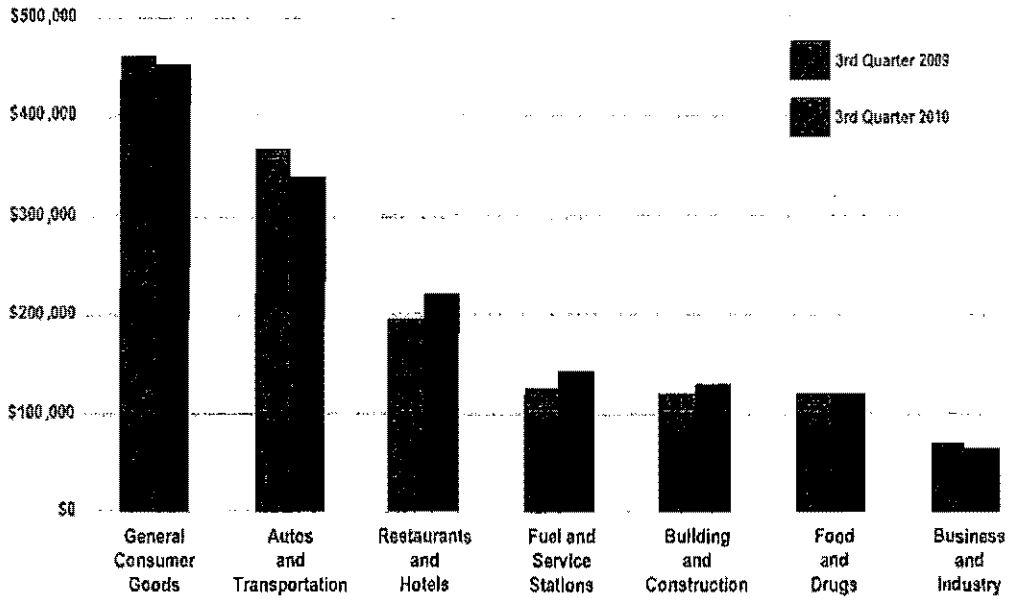
Receipts from Covina's July through September sales were 1.0% higher than the same quarter one year ago. Actual sales activity increased 0.1 % after accounting aberrations were factored out.

New business openings, improved sales, and a double-up of a previously late payment contributed to the increase in all restaurant categories. Increased sales from home furnishings and specialty stores along with higher service station fuel prices also contributed to the gain. A larger allocation from the county-wide use tax pool was also a factor.

The gains were partially offset by reduced sales from new autos, boats/motorcycles, and some categories of general consumer goods.

Adjusted for reporting aberrations, sales and use tax receipts for all of Los Angeles County increased 3.7% from last year's comparable quarter while Southern California as a whole, was up 4.0%.

Sales Tax by Major Business Group



Top 25 Producers
In Alphabetical Order

Albertsons	K Mart
Azusa Shell	Kwik/Al Sal Oil
Baltazar Construction	Petsmart
Berts Mega Mall	Reynolds GMC Trucks
Bozzani Volkswagen	Smart & Final
Cals Shell	Staples
Cleamans North Woods	Superior Super Warehouse
DDs Discount	Thomas Acura
Enterprise Rent A Car	Toys R Us
Guitar Center	Vincent Arco
Home Depot	Walgreens
Ikea	Walmart
	World Oil Marketing

Revenue Comparison
Two Quarters – Fiscal Year To Date

	2009-10	2010-11
Point-of-Sale	$2,939,377	$2,970,917
County Pool	321,808	339,000
State Pool	2,912	2,110
Gross Receipts	$3,264,097	$3,312,027
Less Triple Flip*	$(816,024)	$(828,007)

**Reimbursed from county compensation fund*

Published by The HdL Companies in Winter 2011
www.hdlcompanies.com | 888.861.0220

Statewide Overview

California's allocation of local Bradley-Burns revenues for sales occurring July through September were 4.7% higher than the third quarter of 2009 after accounting anomalies were factored out. Higher fuel prices and usage, business investment in new equipment and technology, and solid gains in some categories of consumer goods and restaurants all contributed to the increase. Receipts from food, drugs, and construction materials were slightly lower than last year's comparison quarter as was the allocation from autos which spiked during the "cash for clunkers" program of a year ago.

The Silicon Valley continues to lead the recovery with gains 2½ times higher than for California as a whole. Coastal region sales are generally outperforming the inland areas.

The Sales Tax Picture at Mid-Year

The first two quarters of 2010-11 produced statewide receipts that are 4.2% higher than the first two quarters of 2009-10 after accounting aberrations are excluded. However, the year-to-date total is still 17.2% lower than the totals for the first two quarters of pre-recession 2006-07.

Generally, prognostications for the remaining fiscal year are more upbeat than those of a few months ago and the fears of a double-dip recession have diminished. Stocks are at a two year high, preliminary data on fourth quarter business and consumer spending is better than anticipated and the recent tax-cuts and extension of unemployment benefits is hoped to boost the nation's economy by $850 billion.

In California, the growth in sales tax will be geographically uneven and tempered by high unemployment, mortgage foreclosures and fallout from the state's budget deficit.

Various segments of the sales tax base are projected as follows:

Autos/Transportation- Industry sales reports were inflated by non-taxable fleet purchases earlier in the year but pent-up demand and easing credit are now producing solid consumer demand and new optimism. Positive gains are expected over the next few quarters but not at pre-recession growth rates.

Building/Construction- Unsold inventories, new tax exemptions for energy projects and modest public spending translate into flat or minimal tax growth for another year or more.

Business/Industry- Leaner and flush with cash, businesses are investing heavily in new technology, software and equipment. Sales tax gains will be agency and industry specific and primarily from suppliers of technology and companies serving the health, mining, petroleum and food industries.

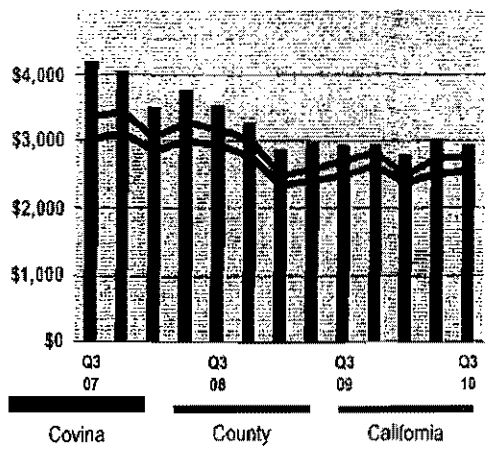
Food/Drugs– some price increases but competition will keep tax revenues from this segment generally flat.

Fuel/Service Stations – Speculation on crude oil futures is resulting in price increases that are expected to continue to soar through spring.

Consumer Goods– Stock market gains are reviving luxury buyers while "frugality fatigue" is setting in for the rest of us. Holiday spending was stronger than expected for apparel, sporting goods, small electronics, and home furnishings. Analysts are skeptical about sustainability but generally project statewide growth of 3.0% to 3 ½%.

Restaurants/Hotels– Tourism and business travel is on the increase but price competition is expected to keep gains in sales tax revenue relatively modest.

Sales Per Capita



Covina Top 15 Business Types

Business Type	Covina Q3 '10*	Covina Change	County Change	Hdl. State Change
Home Furnishings	$164.1	4.3%	4.5%	1.3%
Service Stations	142.2	12.4%	10.2%	12.1%
Restaurants No Alcohol	128.7	5.9%	7.9%	5.1%
New Motor Vehicle Dealers	124.5	-10.9%	-5.0%	-1.7%
Discount Dept Stores	— CONFIDENTIAL —		3.9%	5.6%
Boats/Motorcycles	111.0	-8.3%	-17.9%	-13.7%
Lumber/Building Materials	104.5	2.0%	-1.9%	-4.8%
Grocery Stores Liquor	62.8	-0.3%	6.1%	1.2%
Specialty Stores	58.2	12.1%	-3.3%	-2.2%
Restaurants Beer And Wine	45.2	40.8%	1.4%	-1.0%
Restaurants Liquor	39.3	3.2%	4.3%	5.4%
Auto Repair Shops	34.7	-3.6%	10.5%	3.4%
Automotive Supply Stores	27.8	0.1%	6.2%	3.7%
Drug Stores	25.4	3.8%	-2.3%	-1.7%
Grocery Stores Beer/Wine	20.1	3.3%	-2.2%	1.4%
Total All Accounts	$1,467.1	0.1%	2.5%	2.7%
County & State Pool Allocation	172.5	9.2%		
Gross Receipts	$1,639.7	1.0%		

*In thousands

COVINA REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 15

STAFF SOURCE: Dilu De Alwis, Finance Director

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:
Approve Payment of Demands in the amount of **$391,372.31**

BACKGROUND:
Attached list of warrants, demands, which are being presented for approval, for December 2010 are summarized as follows:

DATE OF DEMANDS	DEMAND NUMBERS	AMOUNT
ACCOUNTS PAYABLE WARRANTS		
December 2, 2010	6225-6235	$24,667.18
December 9, 2010	6236-6249	$38,823.74
December 16, 2010	6250-6274	$255,177.64
December 20, 2010	6275	$12,206.34
December 9, 2010 (Reimburse PR Insurance)		$5,617.67
December 23, 2010 (Reimburse PR Insurance)		$5,855.88
PAYROLL		
December 9, 2010		$24,648.76
December 23, 2010		$24,375.10
VOIDS		

RELEVANCE TO STRATEGIC PLAN: Not applicable

GRAND TOTAL: **$391,372.31**

EXHIBITS:
A. ACCOUNTS PAYABLE REGISTER

REVIEW TEAM ONLY
City Attorney: _____ Finance Director: _____
City Manager: _____ Other: _____

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
RA00006225	CRA00020	BANK OF NEW YORK MELLON	12/02/10	3,816.00	MW	OH		Payee Name different in Check DB
RA00006226	CRA00549	BEST BEST & KRIEGER LLP	12/02/10	9,682.44	MW	OH		
RA00006227	CRA00128	COVINA, CITY OF	12/02/10	181.33	MW	OH		Payee Name different in Check DB
RA00006228	CRA00027	EDISON CO	12/02/10	24.61	MW	OH		
RA00006229	CRA00027	EDISON CO	12/02/10	26.90	MW	OH		
RA00006230	CRA00691	FIDELITY NATIONAL TITLE	12/02/10	1,850.00	MW	OH		
RA00006231	CRA00049	GEOGRAPHICS	12/02/10	1,992.75	MW	OH		Payee Name different in Check DB
RA00006232	CRA00690	JS CONSULTANTS	12/02/10	5,320.00	MW	OH		
RA00006233	CRA00689	NATION'S BEST CARPET CARE	12/02/10	99.00	MW	OH		
RA00006234	CRA00595	REGINA COLLINS	12/02/10	1,500.00	MW	OH		Payee Name different in Check DB
RA00006235	CRA00273	UNITED SITE SERVICES OF CA IN	12/02/10	174.15	MW	OH		Payee Name different in Check DB

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	24,667.18	Number of Checks Processed:	11
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	24,667.18		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
RA00006236	CRA00543	BANK OF THE WEST	12/09/10	2,516.15	MW	OH		
RA00006237	CRA00549	BEST BEST & KRIEGER LLP	12/09/10	158.53	MW	OH		
RA00006238	CRA00656	CATHOLIC CHARITIES	12/09/10	1,909.30	MW	OH		
RA00006239	CRA00516	COVINA CENTER FOR THE	12/09/10	25,000.00	MW	OH		
RA00006240	CRA00035	COVINA DISPOSAL CO	12/09/10	117.48	MW	OH		
RA00006241	CRA00129	COVINA WATER & REFUSE, CITY O	12/09/10	342.93	MW	OH		Payee Name different in Check DB
RA00006242	CRA00034	DH MAINTENANCE SERVICES	12/09/10	220.00	MW	OH		
RA00006243	CRA00691	FIDELITY NATIONAL TITLE	12/09/10	1,500.00	MW	OH		
RA00006244	CRA00691	FIDELITY NATIONAL TITLE	12/09/10	1,551.25	MW	OH		
RA00006245	CRA00052	GREENS LOCK AND SAFE	12/09/10	158.50	MW	OH		
RA00006246	CRA00004	HOME DEPOT	12/09/10	107.21	MW	OH		
RA00006247	CRA00692	PAUL CASATO	12/09/10	5,000.00	MW	OH		
RA00006248	CRA00107	SMITH FAMILY TRUST	12/09/10	198.00	MW	OH		
RA00006249	CRA00437	SO CALIF GAS COMPANY	12/09/10	44.39	MW	OH		

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	38,823.74	Number of Checks Processed:	14
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	38,823.74		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
RA00006250	CRA00545	AL-SAL OIL COMPANY INC	12/16/10	7,333.33	MW	OH		
RA00006251	CRA00652	ALLIANT INSURANCE SERVICES	12/16/10	75.00	MW	OH		
RA00006252	CRA00626	ANDY GUMP INC	12/16/10	19.86	MW	OH		
RA00006253	CRA00465	AZUSA LIGHT & WATER	12/16/10	105.19	MW	OH		
RA00006254	CRA00020	BANK OF NEW YORK MELLON	12/16/10	2,050.00	MW	OH		Payee Name different in Check DB
RA00006255	CRA00249	BROWN-HEIGEL, HARRY	12/16/10	5,000.00	MW	OH		
RA00006256	CRA00229	CA ASSOC FOR LOCAL ECONOMIC	12/16/10	80.00	MW	OH		Payee Name different in Check DB
RA00006257	CRA00130	CA DOWNTOWN ASSOC	12/16/10	300.00	MW	OH		Payee Name different in Check DB
RA00006258	CRA00693	CAREY, STEVE	12/16/10	250.00	MW	OH		
RA00006259	CRA00036	COVINA DOWNTOWN ASSOC	12/16/10	700.00	MW	OH		
RA00006260	CRA00128	COVINA, CITY OF	12/16/10	115,313.36	MW	OH		Payee Name different in Check DB
RA00006261	CRA00034	DH MAINTENANCE SERVICES	12/16/10	125.00	MW	OH		
RA00006262	CRA00027	EDISON CO	12/16/10	22.57	MW	OH		
RA00006263	CRA00049	GEOGRAPHICS	12/16/10	200.00	MW	OH		Payee Name different in Check DB
RA00006264	CRA00056	HIMES AND HIMES INC	12/16/10	1,000.00	MW	OH		
RA00006265	CRA00681	LE PETIT SALON	12/16/10	925.00	MW	OH		
RA00006266	CRA00285	LIEBERT CASSIDY WHITMORE	12/16/10	70.00	MW	OH		Payee Name different in Check DB
RA00006267	CRA00673	MACIAS GINI & O CONNELL LLP	12/16/10	1,845.00	MW	OH		
RA00006268	CRA00096	POWELL CAMERA SHOP	12/16/10	2,108.05	MW	OH		
RA00006269	CRA00097	RJS FINANCIAL	12/16/10	74,997.00	MW	OH		Payee Name different in Check DB
RA00006270	CRA00694	SCS ENGINEERS	12/16/10	4,900.00	MW	OH		
RA00006271	CRA00570	SGV EXAMINER	12/16/10	464.42	MW	OH		
RA00006272	CRA00212	VERIZON CALIFORNIA	12/16/10	61.41	MW	OH		
RA00006273	CRA00122	WILLDAN	12/16/10	6,830.00	MW	OH		Payee Name different in Check DB
RA00006274	CRA00642	XO COMMUNICATIONS	12/16/10	402.45	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To	Note

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	225,177.64	Number of Checks Processed:	25
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	225,177.64		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
RA00006275	CRA00116	US BANK	12/20/10	12,206.34	MW	IP		

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	12,206.34	Number of Checks Processed:	1
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
G R A N D T O T A L	12,206.34		

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

I, Dilu De Alwis being first duly sworn, declare that I am the Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Redevelopment Agency dated Accounts Payable for 12/02/10, 12/09/10, 12/16/10, 12/20/10 and 12/23/10; Payroll for 12/09/10 and 12/23/10; 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.

Dilu De Alwis,
Finance Director

Subscribed and sworn to before me

this _____ day of _____, 2011

_____

COVINA REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CC 16

STAFF SOURCE: John B. Fielding, Treasurer
Dilu DeAlwis, Finance Director
Alan Sands, Accountant

ITEM TITLE: Quarterly Report of the Treasurer to the Covina Redevelopment Agency for the Quarter Ended December 31, 2010

STAFF RECOMMENDATION
Receive and file the Quarterly Report of the Treasurer for the Quarter Ended December 31, 2010.

FISCAL IMPACT
None.

BACKGROUND
In accordance with State legislation, the Treasurer is required to submit annually a statement of investment policy to the Agency for adoption. The original policy was adopted at the meeting of July 6, 2010.

Section 4.0 of the policy requires a report by the Treasurer to the Agency and Executive Director containing detailed information on all securities, investments, and moneys of the Covina Redevelopment Agency. The report shall be submitted on a quarterly basis within 30 days following the end of the quarter. The report for the quarter ended December 31, 2010 is being presented showing cash placement, containing a statement that investments are in compliance with adopted policy, and that there are sufficient surplus funds immediately available to meet the pooled expenditures of the Agency for the next six months.

RELEVENCE TO STRATEGIC PLAN
Not Applicable.

EXHIBITS

A	Quarterly Report of the Treasurer to the Covina Redevelopment Agency for the Quarter Ended December 31, 2010
A-1	Cash and Investment Summary
A-2	Bond Logistix Investment Portfolio Summary
A-3	Diversified Securities Investment Portfolio Summary
A-4	Smith Barney Investment Portfolio Summary
A-5	Investment Holdings by Sector
A-6	City & CRA Cash & Investments Three Year Comparison

BS:ms

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

EXHIBIT A
COVINA REDEVELOPMENT AGENCY
REPORT OF THE CITY TREASURER TO THE AGENCY

CASH BALANCE	**9/30/2010**	**$30,085,089.34**
RECEIPTS	10/1/10-12/31/10	3,392,564.06
		33,477,653.40
DISBURSEMENTS	10/1/10-12/31/10	(3,960,885.11)
CASH BALANCE	**12/31/2010**	**$29,516,768.29**

ANALYSIS OF CASH AND INVESTMENT BALANCE

BANK OF THE WEST		PASSBOOK	$ 5.12
LAIF		STATE FUND	3,911,034.81
BOND LOGISTIX INVESTMENT PORTFOLIO		EXHIBIT A-2	18,507,852.40
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS		EXHIBIT A-2	237,349.62
DIVERSIFIED SECURITIES INVESTMENT PORTFOLIO		EXHIBIT A-3	0.00
FEDERATED CAPITAL RESERVE MONEY MARKET		EXHIBIT A-3	1,126,428.92
SMITH BARNEY INVESTMENT PORTFOLIO		EXHIBIT A-4	2,555,877.29
SMITH BARNEY MONEY MARKET		EXHIBIT A-4	390,898.24
TOTAL INACTIVE PUBLIC DEPOSITS			26,729,446.40
CHECKING AND PETTY CASH BALANCES			2,787,321.89
CASH AND INVESTMENT BALANCE	**12/31/2010**		**$29,516,768.29**
CASH HELD BY THIRD PARTY ADMINISTRATORS			1,418,395.90
TOTAL CASH & INVESTMENT BALANCE	**12/31/2010**		**$30,935,164.19**

This report is in compliance with the Covina Redevelopment Agency (Agency) Statement of Investment Policy. There is sufficient investment liquidity to meet the pooled expenditures of the Agency for the next 6 months.

Respectfully submitted,

John B. Fielding

John B. Fielding
Treasurer

EXHIBIT A-1
COVINA REDEVELOPMENT AGENCY
QUARTERLY TREASURER'S REPORT - DECEMBER 31, 2010

TYPE OF INVESTMENT	ISSUER	BOOK VALUE $	ACQUISITION DATE	MATURITY DATE	MARKET VALUE $
Covina Redevelopment Agency:					
Pass Book	Bank of the West	$5.12	N/A	Demand	$5.12
Petty Cash	N/A	200.00	N/A	N/A	200.00
Checking Account	Bank of the West	2,787,121.89	N/A	Demand	2,787,121.89
Bond Logistix Portfolio	Various	18,507,852.40	Various	Various	18,438,495.12
Wells Fargo Money Market and Treasury Bills	Various	237,349.62	N/A	Demand	237,349.62
Diversified Securities Investment Portfolio	Various	-	Various	Various	-
Federated Capital Reserve Money Market	Various	1,126,428.92	Various	Demand	1,126,428.92
Smith Barney Investment Portfolio	Various	2,555,877.29	Various	Various	2,554,285.25
Smith Barney Money Market	Various	390,898.24	Various	Demand	390,898.24
Local Agency Investment Fund	State of California	3,911,034.81	N/A	Demand	3,911,034.81
Subtotal (A)		**$29,516,768.29**			**$29,445,818.97**
Cash Held Under 3rd Party Administrator:					
(1) 1997 Covina Redevelopment Agency ABAG 1997 Tax Allocation Revenue Bonds Series A	Wells Fargo Treasury Plus Money Market	135,145.54	N/A	Demand	135,145.54
(2) 1997 Revenue Bonds, Series B Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	499,456.00	N/A	Demand	499,456.00
(3) 2002A Revenue Bonds Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	783,792.08	N/A	Demand	783,792.08
(4) 2004 A Tax Allocation Revenue Bond Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	1.19	N/A	Demand	1.19
(5) 2004 B Tax Allocation Revenue Bond Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	1.09	N/A	Demand	1.09
Subtotal (B)		1,418,395.90			$1,418,395.90
TOTAL (A+B)		**$30,935,164.19**			**$30,864,214.87**

Comment:
The investments are in compliance with the adopted policy of the Covina Redevelopment Agency.

Exhibit A-2
CITY OF COVINA
Bond Logistix
Investment Portfolio as of
December 2010

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
09/17/07	20,000	106.872000	**2,137,440.00**	2,161,740.00	2,161,740.00	4.5000	10/17/2012	Fed Farm Credit Bank
04/08/10	17,000	102.331000	**1,739,627.00**	1,747,702.00	1,747,702.00	1.8750	6/21/2013	Fed Home Loan Bank
02/19/09	20,000	101.993000	**2,039,860.00**	2,015,560.00	2,015,560.00	2.1250	3/23/2012	Fed Home Loan Bank
08/26/09	21,000	104.308000	**2,190,468.00**	2,284,296.00	2,284,296.00	5.3750	11/15/2011	Fed National Mortgage
06/30/09	20,000	106.605000	**2,132,100.00**	2,186,250.00	2,186,250.00	4.8750	6/30/2012	US Treasury
10/31/07	15,000	106.090000	**1,591,350.00**	1,532,578.13	1,532,578.13	3.8750	10/31/2012	US Treasury
12/31/07	10,000	106.063000	**1,060,630.00**	1,072,265.63	1,072,265.63	3.6250	12/31/2012	US Treasury
03/31/08	13,000	104.094000	**1,353,222.00**	1,344,230.47	1,344,230.47	2.5000	3/31/2013	US Treasury
04/30/08	21,000	105.641000	**2,218,461.00**	2,193,187.50	2,193,187.50	3.1250	4/30/2013	US Treasury
11/17/08	20,000	101.242000	**2,024,840.00**	2,039,062.50	2,039,062.50	1.7500	11/15/2011	US Treasury
03/15/09	13,500	101.242000	**1,366,767.00**	1,370,250.00	1,370,250.00	1.3750	3/15/2012	US Treasury
05/15/09	20,000	101.328000	**2,026,560.00**	1,982,187.50	1,982,187.50	1.3750	5/15/2012	US Treasury
07/15/09	13,500	101.660000	**1,372,410.00**	1,376,736.33	1,376,736.33	1.5000	7/15/2012	US Treasury
09/15/09	17,000	101.449000	**1,724,633.00**	1,725,699.22	1,725,699.22	1.3750	9/15/2012	US Treasury
03/15/10	15,700	101.461000	**1,592,937.70**	1,606,612.89	1,606,612.89	1.3750	3/15/2013	US Treasury
07/15/10	15,500	100.492000	**1,557,626.00**	1,568,951.17	1,568,951.17	1.0000	7/15/2013	US Treasury
08/15/10	15,500	99.797000	**1,546,853.50**	1,558,173.83	1,558,173.83	0.7500	8/15/2013	US Treasury
04/30/07	10,000	105.504000	**1,055,040.00**	1,080,937.50	1,080,937.50	4.5000	4/30/2012	US Treasury
			$ 30,730,825.20	$ 30,846,420.67	$ 30,846,420.67			
Wells Fargo Money Market					$ 395,582.70			
				Total Value of Portfolio	**$ 31,242,003.37**			-
Sold/Matured Investment								
08/27/08	16,000	102.625000	**1,642,000.00**	1,673,520.00	1,673,520.00	3.6250	9/16/2011	Fed Home Ln Bank
				$ (1,641,088.00)				
		Total	$ -	$ 32,432.00	$ -			

Interest Summary

Interest Collected in	12/31/2010	81,167.70

Cost Breakdown

Investment:	
CRA portion	$ 18,507,852.40
City portion	12,338,568.27
	$ 30,846,420.67
Money Market:	
CRA portion	$ 237,349.62
City portion	$ 158,233.08
	$ 395,582.70

Interest Collected in	
City 40%	32,467.08
CRA 60%	48,700.62
Total	81,167.70
Gain (Loss) on sale of investment	*(32,432.00)*
City 40%	(12,972.80)
CRA 60%	(19,459.20)
Total	(32,432.00)

City 40%

1010-0000-00-10881	32,467.08	-
1010-0000-00-47200	-	32,467.08
1010-0000-00-10881	-	12,972.80
1010-0000-00-47200	12,972.80	-

CRA 60%

5011-0000-00-10881	48,700.62	-
5011-4400-00-47200	-	48,700.62
5011-0000-00-10881	-	19,459.20
5011-4400-00-47200	19,459.20	-

Exhibit A-3
CITY OF COVINA
Diversified Securities
Investment Portfolio as of
December 2010

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
		Total	$ -	$ -	$ -			
Federated Capital Reserve Money Market					$ 2,252,857.83			
				Total Value of Portfolio	**$ 2,252,857.83**			-

Sold/Matured Investment

Total		$ -

Interest Summary

Interest Collected in	12/31/10	53.00

Fee Summary

Fees Collected in	12/31/10

Cost Breakdown

Investment:	
CRA portion	$ -
City portion	-
	$ -
Money Market:	
CRA portion	$ 1,126,428.92
City portion	$ 1,126,428.92
	$ 2,252,857.83

Interest Collected in		
	City 50%	26.50
	CRA 50%	26.50

Exhibit A-3
CITY OF COVINA
Diversified Securities
Investment Portfolio as of
December 2010

	Total	53.00
Fee Summary		
	City 50%	-
	CRA 50%	-
	Total	-
	Gain (Loss) on sale of investment	-
	City 50%	-
	CRA 50%	-
	Total	-

City 50%

interest		
1010-0000-00-10882	26.50	
1010-0000-00-47200		26.50
gain/loss sale		
1010-0000-00-10882	-	
1010-0000-00-47200		-
management fees		
1010-0500-00-51110	-	
1010-0000-00-10882		-

CRA 50%

interest		
5011-0000-00-10882	26.50	
5011-4400-00-47200		26.50
gain/loss sale		
5011-0000-00-10882	-	
5011-4400-00-47200		-
management fees		
5011-4400-00-51110	-	
5011-0000-00-10882		-

Exhibit A-4
CITY OF COVINA
Smith Barney
Investment Portfolio as of
December 2010

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
12/31/2010	1,400	101.465200	Purch Pending	142,051.28	Purch Pending	1.3750	9/15/2012	US Treasury
12/31/2010	4,000	100.512100	Purch Pending	402,048.40	Purch Pending	1.0000	8/31/2011	US Treasury
4/30/2010	3,700	100.105000	**370,388.50**	371,518.82	371,518.82	0.8750	2/28/2011	US Treasury
3/23/2010	3,000	99.984000	**299,952.00**	298,689.00	298,689.00	-	3/1/2011	Fed National Mortgage Association
8/31/2009	2,500	100.164000	**250,410.00**	250,537.95	250,537.95	0.8750	3/31/2011	US Treasury
9/13/2010	1,900	100.164000	**190,311.60**	190,676.02	190,676.02	0.8750	3/31/2010	US Treasury
12/30/2009	4,000	100.227000	**400,908.00**	400,829.46	400,829.46	0.8750	4/30/2011	US Treasury
5/29/2009	1,000	102.680000	**102,680.00**	108,398.77	108,398.77	4.8750	7/31/2011	US Treasury
2/26/2010	2,000	100.586000	**201,172.00**	201,227.23	201,227.23	1.0000	10/31/2011	US Treasury
3/31/2010	1,200	100.586000	**120,703.20**	120,422.28	120,422.28	1.0000	10/31/2011	US Treasury
7/31/2009	3,500	101.660000	**355,810.00**	348,880.08	348,880.08	1.4970	7/15/2012	US Treasury
8/27/2010	1,900	100.273000	**190,518.70**	190,327.20	190,327.20	0.6250	7/31/2012	US Treasury
9/30/2009	1,600	101.449000	**162,318.40**	159,713.04	159,713.04	1.3750	9/15/2012	US Treasury
10/30/2009	1,200	101.449000	**121,738.80**	119,897.28	119,897.28	1.3750	9/15/2012	US Treasury
11/30/2009	1,400	101.492000	**142,088.80**	140,968.44	140,968.44	1.3750	11/15/2012	US Treasury
11/30/2010	3,400	99.405000	**337,977.00**	338,422.40	338,422.40	0.3750	11/30/2012	Fed Home Loan Mortgage Corp
10/27/2010	900	99.797000	**89,817.30**	90,457.29	90,457.29	0.7500	8/15/2013	US Treasury
4/30/2009	200	100.118000	**20,023.60**	21,134.60	21,134.60	5.0000	1/15/2011	Oracle/Ozark
4/30/2009	200	100.627000	**20,125.40**	21,290.60	21,290.60	5.2500	2/22/2011	Cisco
4/30/2009	200	101.289000	**20,257.80**	21,538.60	21,538.60	6.9500	3/15/2011	American Home Products
4/30/2009	200	101.969000	**20,393.80**	21,635.00	21,635.00	5.6000	5/15/2011	Abbott Laboratories
5/5/2009	200	103.814000	**20,762.80**	20,557.80	20,557.80	5.0000	11/15/2011	General Electric Cap Corp Medium
6/3/2010	2,000	102.404000	**204,808.00**	206,332.00	206,332.00	3.0000	12/9/2011	General Electric Cap Corp
7/14/2010	200	104.642000	**20,928.40**	21,219.60	21,219.60	5.3500	2/1/2012	Bear Stearns Co Inc sr Notes
7/14/2010	200	103.487000	**20,697.40**	20,885.60	20,885.60	3.7500	3/1/2012	Coca Cola Enterprisese
5/5/2009	200	105.111000	**21,022.20**	21,395.20	21,395.20	5.2500	3/1/2012	Hewlett-Parckard Co Global
5/5/2009	200	103.187000	**20,637.40**	20,676.00	20,676.00	3.4500	3/3/2012	Chevron Corp
5/21/2009	200	103.174000	**20,634.80**	20,818.00	20,818.00	3.5500	3/6/2012	Eli Lilly & Co
5/5/2009	200	104.346000	**20,869.20**	21,234.00	21,234.00	4.4500	3/15/2012	Pfizer Inc
9/13/2010	1,400	102.076000	**142,906.40**	143,371.20	143,371.20	3.6250	8/1/2012	Bank of America Corp
7/14/2010	200	103.201000	**20,640.20**	20,570.80	20,570.80	3.6250	8/1/2010	Goldman Sachs Group Inc
6/21/2010	700	102.145000	**71,501.50**	71,488.20	71,488.20	2.0000	9/28/2012	General Electric Cap Corp
7/14/2010	200	101.779000	**20,355.80**	20,355.40	20,355.40	1.8750	11/20/2012	Boeing Co
8/13/2010	200	107.028000	**21,405.60**	21,717.20	21,717.20	4.5000	4/1/2013	Bank New York Inc Medium Term
7/13/2010	200	101.730000	**20,346.00**	20,233.20	20,233.20	2.0000	4/5/2013	Caterpillar Fin Service Corp
7/14/2010	200	108.729000	**21,745.80**	21,985.40	21,985.40	5.2500	4/15/2010	Verizon Communications
	45,900							
		Total	**$ 4,086,856.40**	$4,633,503.34	$ 4,089,403.66			

			check
Federated Capital Reserve Money Market	$ 625,437.19	**prior mo bal**	**4,715,382.02**
		transactions	**(541.17)**
Total Value of Portfolio	**$ 4,714,840.85**	**Curr mo bal**	**4,714,840.85**
		Diff	**-**

Sold/Matured Investment

4/30/2009	200	101.826000	**20,365.20**	21,724.80	21,724.80	7.8750	3/1/2011	AT&T Wireless
				(20,244.00)				
5/17/2010	1,000	100.051000	**100,051.00**	100,355.80	100,355.80	0.8750	12/31/2010	US Treasury
6/3/2010	1,500	100.051000	**150,076.50**	150,504.45	150,504.45	0.8750	12/31/2010	US Treasury
6/21/2010	2,800	100.051000	**280,142.80**	280,952.56	280,952.56	0.7500	12/31/2010	US Treasury

			(530,000.00)	
	Total	$ 550,635.50	$ 3,293.61	

Interest Summary

Interest Collected in	Dec-10		5,322.57	
Accrued Interest paid	Dec-10	(-)	(138.13)	
Accrued Interest recei	Dec-10		525.00	5,709.44

Fee Summary

Fees Paid in	Dec-10	2,957.00	

Cost Breakdown

Investment:

CRA portion	$ 2,555,877.29	
City portion	1,533,526.37	
	$ 4,089,403.66	

Money Market:

CRA portion	$ 390,898.24	2,946,775.53
City portion	$ 234,538.95	1,768,065.32
	$ 625,437.19	4,714,840.85

Interest Collected in			
	City 37.5%	2,141.04	
	CRA 62.5%	3,568.40	
	Total	5,709.44	
Fee Summary			
	City 37.5%	1,108.87	
	CRA 62.5%	1,848.13	
	Total	2,957.00	
Gain (Loss) on sale of investment		*(3,293.61)*	
	City 37.5%	(1,235.10)	
	CRA 62.5%	(2,058.51)	
	Total	(3,293.61)	(541.17)

CITY

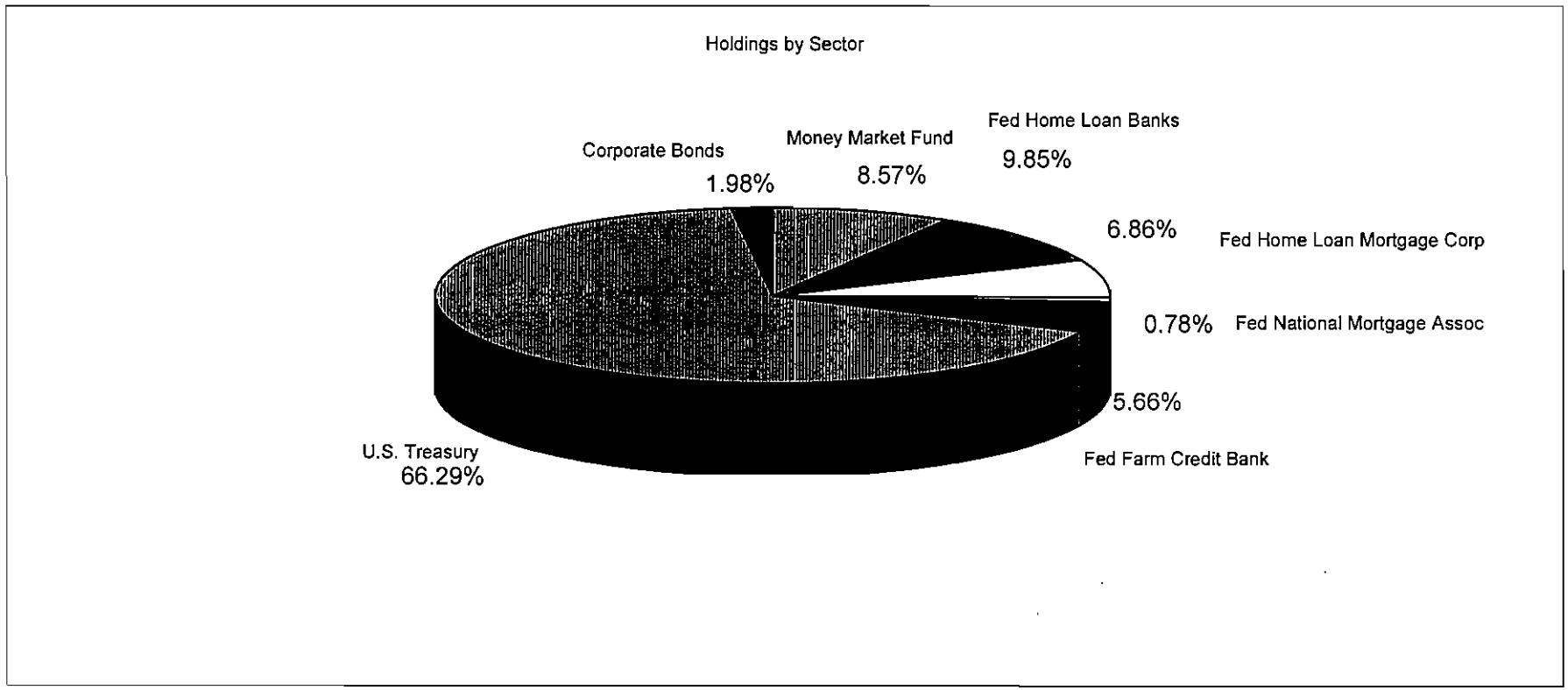
interest		
1010-0000-00-10883	2,141.04	-
1010-0000-00-47200	-	2,141.04
gain/loss sale		
1010-0000-00-10883	-	1,235.10
1010-0000-00-47200	1,235.10	-
management fees		
1010-0500-00-51110	1,108.87	
1010-0000-00-10883		1,108.87

CRA

interest		
5011-0000-00-10883	3,568.40	-
5011-4400-00-47200	-	3,568.40
gain/loss sale		
5011-0000-00-10883	-	2,058.51
5011-4400-00-47200	2,058.51	-
management fees		
5011-4400-00-51110	1,848.13	
5011-0000-00-10883		1,848.13

EXHIBIT A-5
INVESTMENT HOLDINGS BY SECTOR

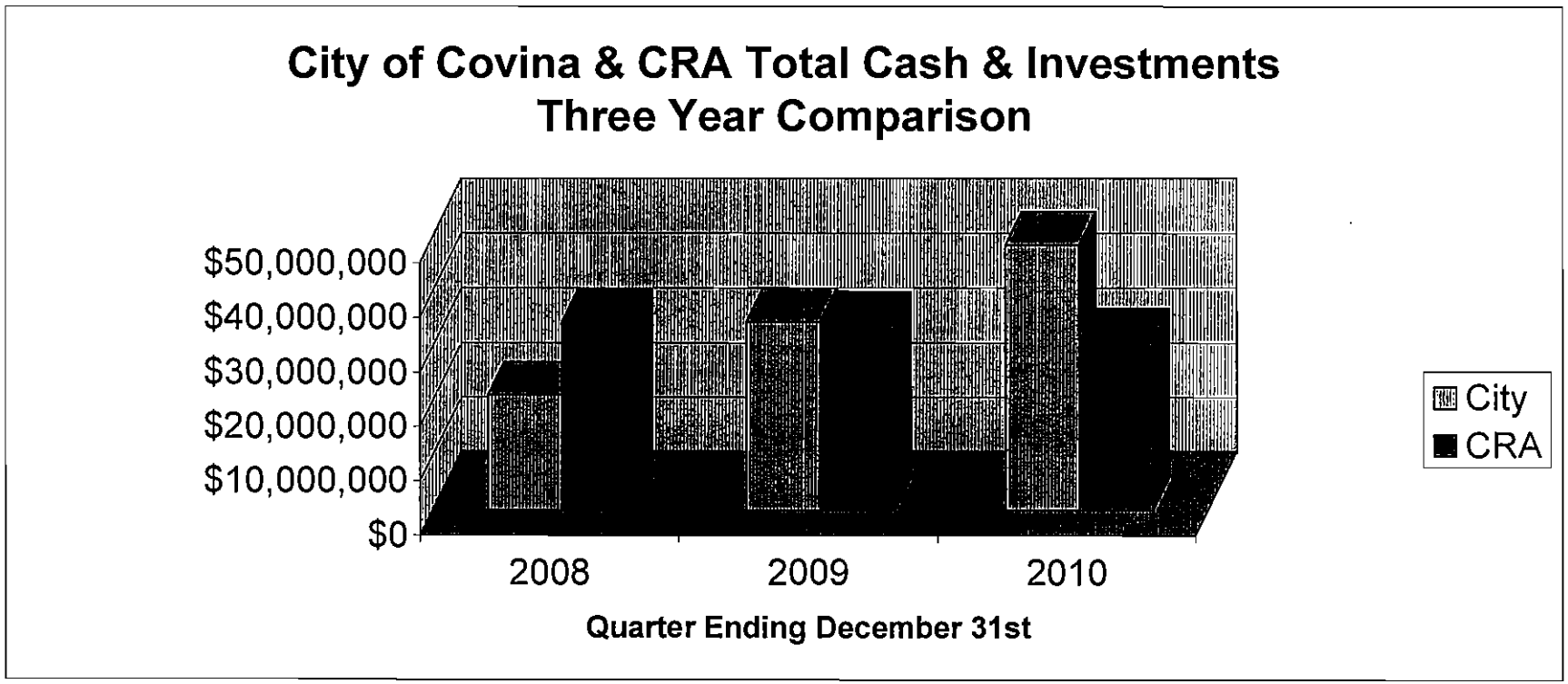
	Bond Logistix* Investment	Diversified Securities	Smith ** Barney	Total Investment	Percentage
Money Market Fund	395,583	2,252,858	625,437	3,273,878	8.57%
Fed Home Loan Banks	3,763,262	0	0	3,763,262	9.85%
Fed Home Loan Mortgage Corp	2,284,296	0	338,422	2,622,718	6.86%
Fed National Mortgage Association	0	0	298,689	298,689	0.78%
Fed Farm Credit Bank	2,161,740	0	0	2,161,740	5.66%
U.S. Treasury	22,637,123	0	2,693,854	25,330,977	66.29%
Corporate Bonds	0	0	758,438	758,438	1.98%
Total	31,242,003	2,252,858	4,714,841	38,209,702	100.00%



* Bond Logistix average S&P rating: AAA. Average coupon rate: 3.05%
** Smith Barney average S&P rating: AA+. Average coupon rate: 1.51%

City of Covina / CRA - Total Investments Year-Over-Year Comparison

Quarter Ending	City	CRA
12/31/2008	$21,178,556.57	$34,452,961.99
12/31/2009	34,633,941.56	34,018,568.81
12/31/2010	48,622,044.40 *	30,935,164.19



* Increase in city cash due to issuance of 2010 Covina Water Revenue Bond in December 2010.

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** CPH 1

STAFF SOURCE: Robert Neiuber, Director of Community Development RN
Shelby Williams, City Planner

ITEM TITLE: Consider application Conditional Use Permit 10-009, Variance 10-003 and Negative Declaration related to the wireless communication facility located at 121 North Grand Avenue and determine if the required findings can be justified.

STAFF RECOMMENDATION

A. Open the Public Hearing and consider public testimony; and
B. Consider application CUP 10-009, a Conditional Use Permit for the construction and operation of a 38-foot high, light standard-type wireless communication facility and associated equipment; and
C. Consider application VAR 10-003, a Variance for a) the setbacks of the communication facility from Grand Avenue and from Badillo Street and b) the distance of the communication facility from existing similar facilities on a separate property to the southeast; and
D. Close the Public Hearing, determine if the required findings can be made and approve or deny the application and related environmental document.

FISCAL IMPACT

None.

BACKGROUND

At the January 18, 2011 City Council meeting, the City Council provided direction to the T-Mobile representative, Amit Patel, to work with the property owner, William Knight, and come back with a flag pole/light standard/monopine wireless communication facility proposal that was agreeable to both parties for the Council to consider at their meeting on February 15, 2011.

Mr. Patel and Mr. Knight reached agreement on a 38 foot tall 18 inch diameter light standard wireless communication facility for the location (Exhibit D). Although the low height and smaller circumference do not allow for future collocation it does provide for a facility that will integrate well into the existing shopping center. The light standard will be designed as much as possible to match the look of the existing light standards on the site.

The application consisted of Conditional Use Permit (CUP) 10-009 for what was originally a monopine-type wireless facility and associated equipment to be located on a McDonald's leased property that is part of a larger commercial property at the northwest corner of Badillo Street and

Grand Avenue and a related Variance 10-003 due to the setback requirements and proximity to similar facilities.

A CUP is required for wireless communication facilities in this planning zone. CUPs require that four (4) findings can be made. Those findings are:

1. That the site for the use is adequate in size and shape to accommodate the proposed use.

2. That the streets adjacent to the use are adequate to handle the traffic generated.

3. That the use will have no adverse effect on abutting properties.

4. That the proposed use does not affect the public health, safety, and general welfare of the community.

Planning staff provided facts to the Planning Commission to justify the findings for the November 23, 2010 Planning Commission meeting related to the 50 foot monopine-type wireless communication facility and associated equipment and the Planning Commission approved the CUP. The Facts provided can be found on page 4 to page 5 of Exhibit A. These same facts can justify the requested approval of a 38 foot light standard-type wireless communication facility and associated equipment since it is smaller in scope and impact compared to the original proposal. Staff asks the City Council to consider making the findings and approving the CUP with the change related to the height and type of structure.

The Variance application pertains to the construction and operation of the aforementioned wireless communication facility, which would be located a) within a required 300-foot setback from both Grand Avenue and from Badillo Street and b) within a 1000-foot distance requirement from existing similar facilities that lie in the southeastern portion of the southeasterly community shopping center. Variances also require that four (4) findings can be made. Those findings are:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the same vicinity and zone.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity and zone.

3. The granting of the variance will not be materially detrimental to the public health, safety, convenience, and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located.

4. The granting of such a variance will not be contrary to the objectives of the General Plan.

Planning staff provided facts to the Planning Commission to justify the findings for the November 23, 2010 Planning Commission meeting and the Planning Commission approved the Variance. The Facts provided can be found on page 6 to page 7 of Exhibit A. These facts relate solely to the proposed location of the wireless facility (not the design or height) and therefore do not need to be modified. Staff asks the Council to consider making the findings and approving Variance 10-003.

Planning staff also provided conditions of approval (Exhibit B) that the property owner and the facility owner must follow in order to construct, operate, and maintain the facility. Should the City Council approve the CUP and Variance, then staff recommends adopting the conditions of approval with modifications reflecting the new type and height of the wireless facility.

Should the City Council determine that all of the findings can be made; the City Council can approve the application with the modifications as outlined above. Should the City Council determine that any of the required findings for the CUP or Variance cannot be met; the City Council can deny the application. The City Council could also send this item back to the Planning Commission for further review should it be determined that additional information is required.

Should the City Council approve the CUP and Variance then the related Environmental Document must also be considered. Under the provisions of the California Environmental Quality Act (CEQA), staff is recommending the adoption of a Negative Declaration of Environmental Impact for the project proposal. This recommendation signifies that the project will not have a significant adverse impact on the environment. The Negative Declaration and an associated Initial Study are attached as Exhibit C. The findings of the environmental document relate to a taller structure so approval of a less obtrusive facility is still covered under the parameters of this document.

RELEVANCE TO THE STRATEGIC PLAN
None.

EXHIBITS

A. Planning Commission Report for CUP 10-009 and Variance 10-003 related to the wireless communication facility located at 121 North Grand Avenue.
B. Conditions of Approval related to CUP 10-009 and Variance 10-003 related to the wireless communication facility located at 121 North Grand Avenue.
C. Negative Declaration of Environmental Impact and associated Initial Study
D. T-Mobile provided Photo Simulations of site and e-mail showing agreement between the parties.

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

CITY OF COVINA

STAFF REPORT

NOVEMBER 23, 2010

ITEM NUMBER 2

TO: **PLANNING COMMISSION**

FROM: **ROBERT NEIUBER, DIRECTOR OF COMMUNITY DEVELOPMENT**

COORDINATOR: **ALAN CARTER, ASSOCIATE PLANNER**

SUBJECT: **APPLICATIONS CUP 10-009 AND VAR 10-003**

APPLICANT:

T-Mobile West Corporation

REQUESTS:

a. Application CUP 10-009, a Conditional Use Permit for the construction and operation of a 50-foot high, monopine-type wireless communication facility and associated equipment; and

b. Application VAR 10-003, a Variance for a) the setbacks of the communication facility from Grand Avenue and from Badillo Street and b) the distance of the communication facility from existing similar facilities on a separate property to the southeast.

LOCATION:

121 North Grand Avenue

SURROUNDING LAND USES AND ZONING:

	EXISTING LAND USE	ZONING
Site	McDonald's restaurant	C-4 (Highway Commercial)
North	Community shopping center	C-4 (Highway Commercial)
South	Residential-detached houses	R-1-7500 (Residential-Single Family)
East	Residential-detached houses & landscaping for southerly bank	R-1-7500 (Residential-Single Family)
West	Community shopping center	C-4 (Highway Commercial)

GENERAL PLAN DESIGNATION:

General Commercial

NOTIFICATION OF APPLICANT AND ADJACENT PROPERTY OWNERS:

The applicant and the property owner were mailed copies of the staff report and the proposed Negative Declaration of Environmental Impact and an associated Initial Study (see following section and attachment). All property owners within a radius of 300 feet of the site were mailed notices of the public hearing on October 14, 2010 (in advance of the initial public hearing on October 26, 2010), and the (initial) public hearing was advertised in the San Gabriel Examiner newspaper on the same date. Moreover, under the provisions of the California Environmental Quality Act (CEQA), notices pertaining to the two zoning applications and the proposed Negative Declaration and Initial Study were posted both at the office of the Los Angeles County Registrar-Recorder and on the subject site plus at two public places approximately 300 feet from the site on October 5, 2010 (also in advance of the initial public hearing).

ENVIRONMENTAL DETERMINATION:

Under the provisions of the California Environmental Quality Act (CEQA), the staff is recommending the adoption of a Negative Declaration of Environmental Impact for the project proposal. This recommendation signifies that the project will not have a significant adverse impact on the environment. The Negative Declaration and an associated Initial Study are documented on an attachment to this report and will be presented to the Planning Commission for consideration.

PROJECT DATA:

PROJECT DATA TABLE

DATA ITEM	CORRESPONDING FACT
Site Area (McDonald's restaurant only)	24,796 square feet (0.6 acres) – excluding abutting and linked community shopping center that is 5.1 acres in size
Total Building Area on Property	3,878 square feet (1 single-story structure)
General Location of Proposed Communication Facility and Equipment	Communication facility and associated equipment would be encircled in an enclosure in western-central portion of property, just south of restaurant-related play area and east of segment of drive-through lane, as depicted on project plans
Access to Proposed Communication Facility and Equipment	From a single gate on eastern side of enclosure that contains facility and equipment and that leads to a southerly loading area, as depicted on project plans

Basis for Conditional Use Permit Application	For constructing/installing a) monopine-type wireless communication facility itself, communication-related elements consisting of multiple, upper-located, and screened panel and one parabolic, dish-type antenna; and b) monopine-type communication facility that would deviate from certain Covina Municipal Code (CMC) requirements (outlined below).
Basis for Variance Application	For wireless communication facility deviating from a) required 300-foot setback requirements from major streets or Grand Avenue and from Badillo Street, measured from base of structure or monopine (would be, respectively, 131 feet and 65 feet); and b) required 1,000-foot distance from closest similar wireless communication facility(ies) or two communication facilities in southeastern portion of southeasterly community shopping center, measured from bases of structures or facilities (would be 910 feet to northerly communication facility on that site and 940 feet to southerly facility on the property).

BACKGROUND:

The applicant, T-Mobile West Corporation, requests Conditional Use Permit and Variance application approvals to construct and operate an unmanned, monopine-type wireless communication facility and associated equipment on a commercial property with a McDonald's restaurant. The wireless communication facility would consist principally of a pine tree-appearing structure with multiple, upper-oriented panel antennas that would be screened by the artificial fronds of the structure. For clarification on the planning-related details of, the key code-associated stipulations pertaining to, and the code-related deficiencies triggering the Variance application requirement, the Planning Commission should refer to the Project Data section and to the accompanying plans. The Planning staff will also summarize the salient elements of the application requests at the Commission meeting. The applicant's representative has stated that the communication facility is needed to augment T-Mobile West's existing cellular public- and private-serving network, which supports portable telephones and other mobile communication devices.

The applications were continued from the Planning Commission meeting on October 26, 2010 to enable the Planning staff to investigate multiple concerns with the application requests by the appurtenant property owner. After looking into the concerns, the Planning staff and the Assistant City Attorney determined that it would be appropriate for the Planning Commission to continue with its consideration of the applications. The Planning staff and the Assistant City Attorney

will clarify the issues raised by the property owner and the reasons for moving the public hearing process forward at the Commission meeting.

ANALYSIS AND FINDINGS - CONDITIONAL USE PERMIT:

The Conditional Use Permit application pertains to the construction and operation of a wireless communication facility and associated equipment, which have been described herein and in the associated project plans. Based on an analysis of the project, the Planning staff recommends that the Planning Commission make the following findings for this application:

1. That the site for the use is adequate in size and shape to accommodate the proposed use.

   Fact: The appurtenant site is .6 acres in size (though, functionally bigger when the larger, inter-connected westerly and northerly community shopping center is considered), rectangular in shape, flat, and improved in a manner that could accommodate the proposed wireless communication facility and associated equipment, notably without the removal of any parking and without there being any interference with any circulation routes on the site. The property is further shaped and improved comparably to other commercial and industrial properties in the City where the City has approved monopines and similar communication facilities, with there being no reported issues at the other locations. Moreover, the Planning staff believes that the communication facility and supporting equipment, which would be clustered in the same area, have been located in the most suitable portion of the property. In sum, the Planning staff has not identified any major issues concerning the overall project proposal.

2. That the streets adjacent to the use are adequate to handle the traffic generated.

   Fact: The project site is accessible to vehicular traffic from both Badillo Street, the southerly street on which the wireless communication facility would side, and from Grand Avenue on the eastern side, the street on which the McDonald's fronts, which are both fully improved, Primary Arterial Streets (under the General Plan). Because the proposed wireless communication facility would be unmanned and, according to information submitted with the application, would only require maintenance approximately once a month by typically a single technician, facility-associated traffic would be negligible. In other words, no traffic or circulation issues concerning the project proposal have been identified.

3. That the use will have no adverse effect on abutting properties.

   Fact: The proposed wireless communication facility and related equipment would be located in areas that the Planning staff believes would be sufficiently away from and/or buffered from the one abutting property

(to the north and the west), which is a community shopping center, and from the closest residential properties, which are southerly and easterly houses (across, respectively, Badillo Street and Grand Avenue). Also, the monopine-type structure would be required to have ample artificial branches and foliage and other features to best screen the antennas (matching the project plans) or to replicate the appearance of an actual pine tree, thus blending with adjacent live trees. Moreover, the conditions of approval pertaining to the wireless communication facility and equipment will provide the City with sufficient leverage for preventing any issues. Lastly, during project review, the Planning staff did not identify any land use-related problems concerning either element of the project proposal relative to the surrounding properties, and no written protests on the applications have been received as of the preparation of this report.

4. That the proposed use does not affect the public health, safety, and general welfare of the community.

Fact: In terms of project design, the outer portion (or artificial foliage) of the wireless communication facility would be located about 240 feet away from the closest residential properties or houses to the south and east and, as noted herein, would be designed to resemble a live tree. In addition, the facility and the associated equipment would be contained within a decorative-type, 6-foot high enclosure that would further match existing improvements on the property and that would be sited in what the staff believes would be a suitable portion of the property, notably not interfering with existing parking- or circulation-related elements. Therefore, as also previously stated, the overall monopine-type communication system and the related supporting equipment would be compatible with and sufficiently buffered from both on-site areas and adjacent uses as well as surrounding public areas. Regarding the matter of radio frequency (RF) emissions and the proposed wireless communication facility, the facility would be required to meet all radio frequency and related regulations of the Federal Communications Commission (FCC) at the time of initial operation and in perpetuity. (Copies of an initial RF Report and the applicant's master plan of communication facility sites have been submitted to Planning with the Conditional Use Permit and Variance applications.) And as addressed in the conditions of approval, under certain circumstances, the City would require that the applicant certify that the radio frequency emission levels continue to meet applicable standards. Lastly, all necessary City permits would have to be obtained in conjunction with facility construction. In sum, no threats to public health or safety have been identified in the review of the wireless communication facility and its appurtenances.

ANALYSIS AND FINDINGS - VARIANCE:

The Variance application pertains to the construction and operation of the aforementioned wireless communication facility, which would be located a) within a required 300-foot setback from both Grand Avenue Avenue and from Badillo Street and b) within a 1000-foot distance requirement from existing similar facilities that lie in the southeastern portion of the southeasterly community shopping center. Based on an analysis of the project, the Planning staff recommends that the Planning Commission make the following findings for this application:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the same vicinity and zone.

   Fact: Considering all improvements on the property and the surroundings, the communication facility and associated equipment would be located in arguably the most appropriate, least intrusive section of the site. In addition, the City encourages the placement of new communication facilities on commercial and on industrial properties. But the communication system would be located within the required 300-foot setback areas and the required 1,000-foot "separation" requirement from existing similar communication systems. The Planning staff believes that the wireless communication system and equipment would meet the intent of the applicable provisions of the Covina Municipal Code by, as previously stated, being located on a commercial property and at a suitable area thereon, by being located considerably away from and sufficiently buffered from the closest residential properties, by being sited substantially away from the similar wireless communication facilities to the southeast, and by being designed to be harmonious with both on-site improvements and surrounding uses.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity and zone.

   Fact: The strict adherence to the Municipal Code with respect to the required setbacks and communication system-related distance requirement would prohibit the construction of the proposed wireless communication facility in what the staff believes is a viable section of the site. But for reasons stated in the aforementioned findings, the property is well-suited to accommodate the overall communication facility, the height and appearance of the communication facility itself would be reasonable and similar to those features of many other similar systems in the community, and the staff believes that there would be no negative impacts on adjacent properties from either the facility or the equipment. Moreover, the City

has determined that the communication facility and its supporting equipment would represent reasonable improvements to the property in that they would meet the intent of the Municipal Code by, among other factors, maintaining some setback relief from the street-side and frontal property lines, being a considerable distance from the similar facilities to the southeast, and by being designed to be harmonious with the surroundings. Therefore, the Variance could be considered as a necessary mechanism for ensuring that the applicant's property rights are maintained.

3. The granting of the variance will not be materially detrimental to the public health, safety, convenience, and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located.

   Fact: As noted under the above Conditional Use Permit findings, the proposed wireless communication facility would be required to meet the FCC radio frequency regulations and would not appear to pose any threats to public health or safety. Also, the previously-noted design, appearance, and location of the communication facility and associated equipment would be compatible with the existing improvements on the property and would be harmonious with respect to the surroundings, including similar-appearing trees to the west of the abutting shopping center site. Therefore, the overall project proposal should sustain the welfare, character, and appearance of the appurtenant property and the surrounding area by consisting of elements that would prevent any potentially negative impacts or incursions. In particular, as stated under certain prior findings, the Planning staff believes that the project would not adversely affect the closest residences to the south and east. And once again, the conditions of approval pertaining to the wireless communication facility and associated equipment will provide the City with sufficient leverage for preventing any issues. In short, there should be no problems or obtrusiveness associated with the proposal.

4. The granting of such a variance will not be contrary to the objectives of the General Plan.

   Fact: The General Plan regards monopine-type wireless communication facilities and their appurtenances as acceptable structures. The Plan also places a strong emphasis on maintaining the appearance, character, and vitality of the community, and on implementing the City Code in an appropriate fashion. Because the proposal, as noted herein, fulfills these goals (reflecting the position of the staff that the monopine would meet the intent of the City Code), the staff believes that this finding can be made as well.

STAFF RECOMMENDATION:

The Planning staff recommends that the Planning Commission approve Applications CUP 10-009 and VAR 10-003 and the associated proposed Initial Study and the Negative Declaration of Environmental Impact (first attachment), subject to the proposed conditions of approval (second attachment).

EXHIBITS:

A. 300-Foot Radius Map
B. Area Map
C. Project Plans and Photo Simulations (submitted under separate cover)

CITY OF COVINA
APPLICATION CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT APPLICATION NO. 10-009
VARIANCE NO. 10-003
AS RECOMMENDED FOR APPROVAL TO THE PLANNING COMMISSION
ON NOVEMBER 23, 2010

The Conditional Use Permit shall authorize the construction and operation of an unmanned wireless communication facility (12 panel antennas on 3 sectors (4 antennas on each sector), with each antenna measuring approximately 1 foot by 4 feet in size; and 1 parabolic antenna, measuring approximately 2 feet in diameter) on a maximum 50-foot high monopine-type structure (measured to highest point of artificial branches and foliage) and associated equipment on the property at 121 North Grand Avenue. The Variance shall permit the aforementioned wireless communication facility a) to be located within a required 300-foot setback requirement relative to Grand Avenue and relative to Badillo Street and b) to be located within the required 1,000-foot distance requirement relative to two existing, similar wireless communication facilities in the southeastern portion of a community shopping center that exists to the southeast of the subject site.

1.0 TIME LIMIT:

1.1 The approval of the applications shall be subject to revocation one year from the date of the affirmation of the applications by the Planning Commission if the approved use has not commenced.

2.0 GENERAL REQUIREMENTS:

2.1 Failure to comply with any conditions of approval noted herein shall be deemed just cause for revocation of project approval by the Planning Commission.

2.2 The wireless communication facility and appurtenances have been issued a Negative Declaration of Environmental Impact, pursuant to the California Environmental Quality Act (CEQA). This determination signifies that the project will not have a significant adverse impact on the environment. All documentation concerning the Negative Declaration of Environmental Impact is included as an attachment to these conditions of approval.

2.3 The wireless communication facility and its associated equipment shall be developed and operated in accordance with all design details as approved by the Planning Commission (notably concerning the appearance of the branch- and

foliage-like features of the monopine-type structure), the approved plans on file with the City, all representations of record made by the applicant, the conditions contained herein, and the Covina Municipal Code (CMC) and Covina Design Guidelines (CDG) (except where provisions have been waived under the appurtenant approval process). **Notwithstanding the above, the subsequent final or construction plans pertaining to the project (see condition 2.4 below) shall reflect the minor clarification noted in condition 2.4 to ensure that that the project proposal conforms to all applicable provisions of the CMC and the CDG.** Prior to completion of the approved improvements, all conditions of approval shall be complied with to the satisfaction of the City Planner or his/her designee.

2.4 Final or construction plans incorporating all conditions of approval and all plan-related changes required in the approval process shall be submitted for review to and approval by the City Planner or his/her designee prior to building permit issuance in conjunction with the Plan Check process of the Building Division (see condition 2.24 below). All construction/final plans and documents shall conform to the (revised) plans approved by the Planning Commission. **The construction/final plans shall further reflect in the appropriate area(s) the following minor clarification to ensure that the wireless communication facility will conform to all applicable provisions of the CMC and the CDG: a note(s) indicating that the antennas will be painted to match the appurtenant features, and, to the greatest extent practical, will be wrapped with branch-like features to further blend with the artificial foliage.** In addition, the conditions of approval listed herein shall be printed upon the face of and included as part of the construction/final plans.

2.5 All equipment, equipment cabinets, and associated components concerning the wireless communication facility shall be kept within the area depicted and described in the (revised) approved project plans as the concrete block-composed, stucco-covered enclosure (in which the wireless communication facility has also been located), except for minor communication facility-related receptacles or meters that are depicted on the construction/final plans and designed to blend with the enclosure. In addition, the height of the equipment cabinets and any appurtenances (including any platforms) for the wireless communication facility shall not project above the highest level of the enclosure.

2.6 All related utility lines concerning the wireless communication facility shall be placed underground.

2.7 Landscape features that conform to the existing landscaping on the property and to the applicable City guidelines shall be installed around all sides of the project-related enclosure (except where concrete improvements now exist), as depicted on the project plans. The new landscape features shall further be fully integrated

with and compatible with the existing automatic irrigation system on the property. The applicant shall take appropriate measures to ensure that the construction of the project, notably the enclosure, does not harm the roots of the existing, southerly tree both during construction and in perpetuity. If it is determined that this tree would need to be replaced, the replacement tree shall be of a similar species and size, and it shall be located as close to the existing tree as feasible, unless expressly approved otherwise by the Planning staff. Moreover, landscape and irrigation plans for and immediately around the area where the new landscaping will be installed, addressing all applicable City requirements, shall be submitted to and approved by planning staff. These plans may be included in the construction/final plans.

2.8 Any proposed changes in the existing exterior lighting on the property as a result of the communication facility-related project, including, but not limited to, the relocation of a light standard(s), shall first be reviewed by the Planning staff to ensure that the modified lighting would not generate any glare onto the surroundings and would conform to all applicable code requirements.

2.9 No parking stalls or vehicle-serving access areas or drive aisles shall be modified or removed under this application.

2.10 In accordance with Chapter 11.36 of the Covina Municipal Code, no street trees adjacent to the property shall be cut or trimmed in any manner by any persons associated with management, operational, or maintenance activities on the site without first obtaining a written permit from the Public Works Department.

2.11 In addition to obtaining approval from the City of Covina and all other applicable agencies regarding any future changes to the communication facility that is addressed under this Conditional Use Permit application, the applicant or the applicant's successor in interest a) shall make reasonable attempts to coordinate any change/modifications with any and all other communication facility operators on the site and with the appurtenant monopole and property owners and b) shall inform the owners of all abutting properties.

2.12 Under this approval, the initial zoning-related application pertaining to the project proposal that was reviewed by the Planning staff, application SPR 09-065, shall also be deemed to be granted by the City.

2.13 All current zoning entitlements pertaining to the appurtenant McDonald's property (notably applications SPR 89-030 and CUP 89-012) shall remain in effect, except where certain provisions of the entitlements have been expressly superseded by this Conditional Use Permit application.

2.14 Approval of this request shall not waive compliance with all other sections of the Covina Municipal Code, the Covina Design Guidelines, and all other applicable plans and non-City laws and regulations that are in effect at the time of building permit issuance.

2.15 The City has the right of entry to inspect the premises to verify compliance with the conditions of approval and the Covina Municipal Code and the Covina Design Guidelines at any time.

2.16 Permittee shall defend, indemnify and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009. The City must promptly notify the permittee of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the permittee of any claim, action or proceeding, or if the City fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

2.17 The permittee shall reimburse the City for any court and attorney's fees which the City may be required to pay as a result of any claim or action brought against the City because of this grant. Although the permittee is the real party in interest in an action, the City may, at its sole discretion, participate at its own expense in the defense of the action, but such participation shall not relieve the permittee of any obligation under this condition.

2.18 If any provision of this grant is held or declared to be invalid, the entire approval shall be void and the privileges granted hereunder shall lapse.

2.19 The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by applicant's violation of any condition imposed by the Conditional Use Permit or the Variance or any provision of the Covina Municipal Code or the Covina Design Guidelines shall be paid by the applicant and/or the property owner.

2.20 The installation of any security system that is associated with the project, as addressed under Chapter 8.20 of the Covina Municipal Code, shall first be coordinated with the Covina Police Department.

2.21 The establishment of a separate address for the wireless communication facility shall first be coordinated with the Engineering Division.

2.22 All construction must conform to the City Noise Ordinance, prohibiting construction between 8:00 p.m. and 7:00 a.m. on any day and on Sundays and legal holidays (except by special permit).

2.23 Any proposed new or modified site features for the disabled that are associated with this project approval, including, but not limited to, property access identification, parking stall and unloading area dimensions, path of travel, and building access, must comply with all applicable State Codes and must first be reviewed and approved by the Building Division (contact the Building Division for specific requirements).

2.24 The following items are required in order to comply with the Building Division code requirements as they pertain to this proposal:

2.24.1 Please submit five sets of complete plans; two sets shall be **"stamped approved"** by the Covina Planning Division and shall include the Building Division's comments for consultant review. This project must comply with the 2007 California Building Standards and the 2008 energy code. Projects that procure permits on or after January 2, 2011 will be required to comply with the 2010 California Building Standards. A separate permit is required for any demolition, grading, and/or construction. Additional structural details and complete plans will be required at Building Division submittal, including setbacks from existing buildings and property lines.

2.24.2 Two sets each of any structural and energy calculations shall be submitted with the above-mentioned plans. All calculations must bear an original signature from the documented author.

2.24.3 This project must comply with Federal and State Accessibility requirements to and throughout the building. Please be prepared to provide details if tenant improvements are made.

2.24.4 Demolition and renovation activities require an asbestos containing materials (ACM) survey (SCAQMD RULE 1403). **The ACM report shall be prepared by an accredited testing laboratory in accordance with SCAQMD rules and regulations.** Proof of notification to the South Coast Air Quality Management District (SCAQMD), Office of Operations shall be submitted to the Building Division with your permit application for all renovations and demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has been approved by the SCAQMD, a formal demolition plan and permit must be obtained from the Building Division. **SCAQMD Headquarters; 21865 Copley Drive, Diamond Bar, CA, (909) 396-2381.**

2.24.5 The Los Angeles County Fire Department may need to review your construction plans. To expedite this process, you will need to contact one or more of their regional plan check office(s). **Appointments to discuss Fire Department requirements may be made between 7:30 a.m. and 10:30 a.m. The main office is located at 5823 Rickenbacker Road, Commerce, CA, 90040-3027. The phone number is (323) 890-4125.**

Regional plan check offices for the Los Angeles County Fire Department:

Glendora Office, Building Plan Review Only
231 W. Mountain View Avenue
Glendora, CA 91740
(626) 963-0067
Commerce Office, Sprinkler & Alarm Plan Review
5823 Rickenbacker Road
Commerce, CA 90040-3027
(323) 890-4125
Commerce Office, Land Development / Access
5823 Rickenbacker Road
Commerce, CA 90040-3027
(323) 890-4243

2.24.6 Construction activity is prohibited between the hours of 8:00 pm and 7:00 am and on Sundays and legal holidays, unless otherwise permitted by the City.

2.24.7 The Building Division Plan Check process may address additional concerns.

2.25 The following items are required in order to comply with Environmental Services Division code requirements as they pertain to this proposal:

2.25.1 The applicant shall sign and copy Form "OC 1/Owner's Certification: Minimum BMPs For All Construction Sites (see attachment)" onto the field set of construction plans, and the original copy of the Form must be returned to the Environmental Services Division via the Building Division.

2.25.2 An Environmental Services-related plan review fee of forty dollars ($40.00) shall be paid.

3.0 PRIOR TO THE GRANTING OF FINAL APPROVAL OF THE NEW, APPROVED USE OR THE COMMENCEMENT OF OPERATIONS OF THE NEW, APPROVED USE:

3.1 All building or structural and landscape improvements shall be constructed or installed in a good workmanlike manner, consistent with the standard best practices of the subject trades and in a manner acceptable to the City.

3.2 This permit shall not be effective until such time as the applicant and the property owner each obtain an Inspection and Verification Permit and the City Planner or his/her designee certifies on said permits that the premises and uses comply with all of the terms and conditions of this grant of approval.

3.3 This grant shall not be effective for any purposes until the applicant and the property owner have each filed at the office of the Planning Division their affidavits stating that they are aware of, and agree to accept, all of the conditions of this grant.

3.4 Any and all new exterior lighting fixtures on the property associated with the wireless communication facility and/or its appurtenances shall be installed in accordance with plans on file with the Planning and Building Divisions and shall be fully operational. In general, site area illumination shall comply with the standards of the Covina Design Guidelines, which require a minimum of 1.0 foot-candle of illumination. Any exterior lighting shall match the design of the existing and new improvements on the site and shall not generate glare on adjacent properties.

4.0 THE APPROVED USE SHALL BE OPERATED IN ACCORDANCE WITH THE FOLLOWING:

4.1 Any general repair work and/or maintenance of the wireless communication facility shall conform to the City of Covina Noise Ordinance and to any other applicable provisions of the Covina Municipal Code.

4.2 The Planning Commission shall review the conditions of approval of the wireless communication facility and appurtenances on the site every ten (10) years. The cost associated with the review shall be paid by the wireless communication facility operator and/or the property owner.

4.3 The wireless communication facility shall comply with all radio frequency (RF) emission levels of the FCC at the time of initial operation and in perpetuity.

4.4 Upon request by the City or when an alteration should occur, such as co-location, the applicant shall submit to the Planning Division certification that the radio

frequency (RF) emission levels across the portion of the electromagnetic spectrum used by this applicant continue to meet the FCC radio frequency levels. The cost associated with the review shall be paid by the applicant or the applicant's successor in interest.

4.5 Any future outdoor storage on the property must conform to applicable City standards concerning location, screening, enclosure materials (if applicable), and related matters.

4.6 The site-, building-, communication system-, and landscape-related improvements on the site shall be maintained in a sound and attractive condition, free of weeds, trash or debris, visible deterioration, graffiti, or other conditions that violate the Covina Municipal Code. The City may require that the applicant and/or the property owner pay the actual and reasonable cost for code compliance services needed to address any identified problem conditions.

CEQA APPENDIX G:
ENVIRONMENTAL CHECKLIST FORM

NOTE: The following is a sample form and may be tailored to satisfy individual agencies' needs and project circumstances. It may be used to meet the requirements for an initial study when the criteria set forth in CEQA Guidelines have been met. Substantial evidence of potential impacts that are not listed on this form must also be considered. The sample questions in this form are intended to encourage thoughtful assessment of impacts, and do not necessarily represent thresholds of significance.

1. Project title: Application nos. CUP 10-008 & VAR 10-002
2. Lead agency name and address:
   City of Covina – Planning Division
   125 E. College St.
   Covina, CA 91723
3. Contact person and phone number: Alan Carter (626) 384-5454
4. Project location: 121 N. Grand Ave, Covina, CA
5. Project sponsor's name and address:
   T-Mobile West Corporation
   3257 E. Guasti Rd., # 200
   Ontario, CA 91761
6. General plan designation: General Commercial 7. Zoning: C-4
8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)
   (CE: CUP) → A. Construction and operation of monopine-type wireless communication facility and equipment, and
   (CE: VAR) → B. Reduction in setbacks from both adjacent major streets and reduction in distance from similar facilities on southeasterly property
9. Surrounding land uses and setting: Briefly describe the project's surroundings:
   A. To North – commercial – shopping center
   B. To South – residential – detached houses
   C. To East – residential – detached houses
   D. To West – commercial – shopping center
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)
    Federal Communications Commission (FCC)

ND-1

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology /Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality
☐ Land Use / Planning	☐ Mineral Resources	☐ Noise
☐ Population / Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☑ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Alan Carter — 10-4-10

Signature — Date

Signature — Date

ND-2

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

ND-3

9) The explanation of each issue should identify:

a) the significance criteria or threshold, if any, used to evaluate each question; and

b) the mitigation measure identified, if any, to reduce the impact to less than significance

SAMPLE QUESTION

Issues:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☑
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☑
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☑
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☑
II. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				

NO-4

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☑
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☑
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☑
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☑
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☑
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☑
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☑
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☑

NO-5

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☑
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☑
<u>IV. BIOLOGICAL RESOURCES:</u> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☑
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☑
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☑
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☑
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☑
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☑

ND-6

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	☐	☐	☐	☑
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☐	☑
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☑
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☑
VI. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☐	☑
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☑
ii) Strong seismic ground shaking?	☐	☐	☐	☑
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☑
iv) Landslides?	☐	☐	☐	☑
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☑
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☑

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☑
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☑
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☑
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☑
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☑
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☑
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☑
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☑

NO-8

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☑
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☑
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☑
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☑
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☑
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☑
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☑

ND-9

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	☑
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☑
f) Otherwise substantially degrade water quality?	☐	☐	☐	☑
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☑
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☑
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☑
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☑
<u>X. LAND USE AND PLANNING.</u> Would the project:				
a) Physically divide an established community?	☐	☐	☐	☑
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☑

ND-10

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☑
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☑
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☑
XII. NOISE – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☑
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☑
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☑
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☑
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☑
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☑

ND-11

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☑
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☑
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☑
XIV. PUBLIC SERVICES.				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	☐	☐	☐	☑
Fire protection?	☐	☐	☐	☑
Police protection?	☐	☐	☐	☑
Schools?	☐	☐	☐	☑
Parks?	☐	☐	☐	☑
Other public facilities?	☐	☐	☐	☑
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☑

ND-12

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☑
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☑
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☑
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☑
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☑
e) Result in inadequate emergency access?	☐	☐	☐	☑
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☑

ND-13

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☑
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☑
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☑
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☑
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☑
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☑
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☑
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number o restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☑

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☑
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☑

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; *Sundstrom v. County of Mendocino*, (1988) 202 Cal.App.3d 296; *Leonoff v. Monterey Board of Supervisors*, (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

Revised 2009

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SECTION XIX. DISCUSSION OF ENVIRONMENTAL IMPACTS

1. AESTHETICS.

(a-d) ***No Impact.*** The site is presently used as a fast-food restaurant. There are no scenic vistas of any significance and no scenic resources in the vicinity of the project. The wireless communication facility is proposed to take the shape of a pine tree, and the equipment will be fully screened from the surroundings. Therefore, no aesthetic impacts will occur from the proposed project.

2. AGRICULTURE AND FORESTRY RESOURCES.

(a-e) ***No Impact.*** There are no agricultural or forest-associated resources or factors associated with the proposed project. The site is presently zoned for and developed as a fast-food restaurant.

3. AIR QUALITY.

(a-e) ***No Impact.*** The City of Covina is currently exposed to emissions that are in excess of State and Federal Air Quality Standards for a majority of the year. The proposed installation and utilization of the wireless communication facility and equipment are anticipated to generate a negligible amount of short- and long-term emissions.

4. BIOLOGICAL RESOURCES.

(a-f) ***No Impact.*** The property currently is fully developed and used as a fast-food restaurant. Furthermore, according to the Covina General Plan, the site is not within a biologically sensitive area. Therefore, there are no biological or sensitive resources associated with the project proposal.

5. CULTURAL RESOURCES.

(a-d) ***No Impact.*** As stated herein, the site is fully developed and used as a fast-food restaurant. There are no known significant archeological or historical resources that would be impacted by the proposed project. as identified in the City's General Plan.

N0-16

6. GEOLOGY AND SOILS.

(a) ***No Impact.*** According to the Covina General Plan, the site is not located within a designated Special Studies Seismic Hazard Zone and does not lie over any other smaller earthquake faults. In addition, the property is relatively level.

(b-e) ***No Impact.*** The generally-flat site has been developed in its current use for about 20 years, and, under the community's General Plan, does not lie over any geologically unstable soils.

7. GREENHOUSE GAS EMISSIONS.

(a-b) *No Impact.* The proposed (unmanned) wireless communication facility and its equipment would have a negligible impact pertaining to greenhouse gas emissions. And there would be no known conflicts with any plans pertaining to greenhouse gas reductions.

8. HAZARDS AND HAZARDOUS MATERIALS.

(a) ***No Impact.*** The proposal does not entail the transport, use, or disposal of hazardous materials that could create a risk of upset or a hazard to human health.

(b) ***No Impact.*** As a wireless communication facility, the project will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes.

(c) ***No Impact.*** Although the project site abuts an existing residential area, the proposed wireless communication facility will not result in hazardous emissions or involve the handling of hazardous wastes that would affect the area.

(d) ***No Impact.*** The site is not identified on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, will not create a hazard to the public or the environment.

(e-f) ***No Impact.*** The site is not located within an airport land use plan or within the vicinity of a private airstrip.

(g) ***No Impact.*** The site is not a part of any adopted emergency response plan or emergency evacuation plan and, therefore, would not interfere with emergency response or evacuation.

(h) ***No Impact.*** The site is not located within or in close proximity to a wildland-related fire zone but, rather, is within an urbanized area surrounded by other commercial and by institutional and residential developments.

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9. HYDROLOGY AND WATER QUALITY.

(a-f) ***No Impact.*** The proposed project involves no significant discharges of wastewater or the use of groundwater. Therefore, it will not violate any water quality standards or waste discharge requirements.

(g-j) ***No Impact.*** The proposed project is not located within a flood hazard-related area or within a mudflow-associated area. And the site is located over 40 miles away from the Pacific Ocean.

10. LAND USE AND PLANNING.

(a-c) ***No Impact.*** The monopine-type wireless communication facility and associated equipment would be located on an existing fast-food restaurant property and would be sited and designed to be harmonious with the surroundings. Therefore, neither of these elements would in any way divide the community. The proposed project is consistent with General Plan policies and the intent of the Zoning Code. As the overall project is of a type and scope that would not have a significant, wide-ranging effect on the natural environment, it would not conflict with any habitat conservation or the conservation-oriented section of the Covina General Plan.

11. MINERAL RESOURCES.

(a-b) ***No Impact.*** No known mineral resources of value to the region and to the residents of the State have been identified within the project area, and the project would not consist of any elements that would have any effect on the resources located in outlying areas. The proposed project does not involve a site that is designated for resource recovery. Therefore, no impact to mineral resources would occur.

12. NOISE.

(a-b) ***No Impact.*** Construction of the project will not expose persons or neighbors to excessive noise in excess of local standards. And after the project is completed, the operation of the wireless communication facility and the associated equipment would not generate any sounds above the existing ambient noise levels. Therefore, the proposed project would not generate noise levels or vibration in excess of the City's applicable standards. In sum, no noise impacts would result from implementation of the proposed project.

13. POPULATION AND HOUSING.

(a-c) ***No Impact.*** The proposed project is located in a developed area and requires no significant changes to the local infrastructure for accommodation. The proposed project involves the installation of a wireless communication facility-associated apparatus only and, therefore, would not be replacing existing housing and people and, accordingly, would not necessitate the construction of replacement housing elsewhere.

14. PUBLIC SERVICES.

(a) ***No Impact.*** The proposed project appertains to the installation of a wireless communication system. The type and scope of the project are not anticipated to have any effect upon or result in a need for new or altered public services or governmental facilities.

15. RECREATION.

(a-b) ***No Impact.*** The proposed project involving the installation of a wireless communication facility and equipment will not affect any existing recreational facilities. The site is presently fully developed as a fast-food restaurant.

16. TRANSPORTATION/TRAFFIC.

(a-f) ***No Impact.*** The proposed wireless communication system would be unmanned and would only require periodic service and maintenance by employees of the wireless provider and, therefore, would essentially not increase the number of vehicle trips or the volume to capacity ratio on the adjacent roads and would not exacerbate current conditions at surrounding intersections.

17. UTILITIES AND SERVICE SYSTEMS.

(a-g) ***No Impact.*** No element of the proposed project would require new or modified utilities or service systems or (considering the submittal of a Variance application) would conflict with applicable laws at the different governmental levels.

18. MANDATORY FINDINGS OF SIGNIFICANCE.

(a-c) ***No Impact.*** Based upon the statements and substantiations provided in this Initial Study, the proposed project will not have any adverse impacts on the environment, either individually or cumulatively, and will not negatively affect human beings. Therefore, pursuant to Section 15070(a) of the California Environmental Quality Act (CEQA), a Negative Declaration will be prepared.

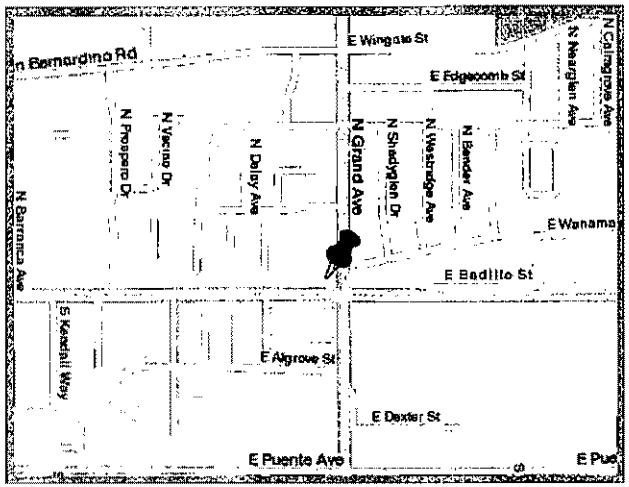
NO-19

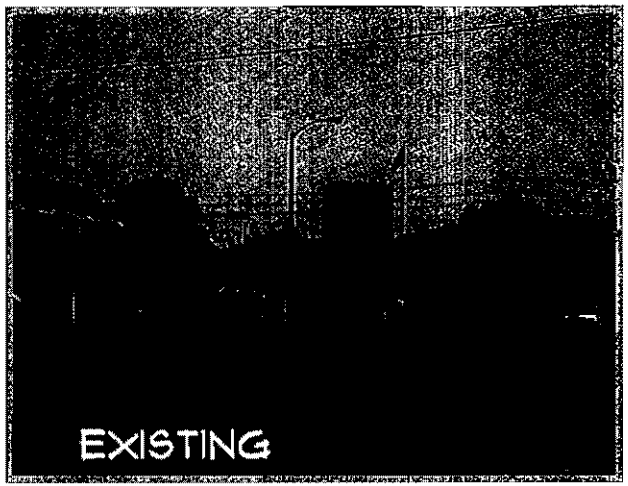
T · ·Mobile· · ·

IE25018A MCDONALD'S COVINA
121 North Grand Ave.
Covina, CA 91724

Prepared By:
IKUMA

SOUTHWEST ELEVATION



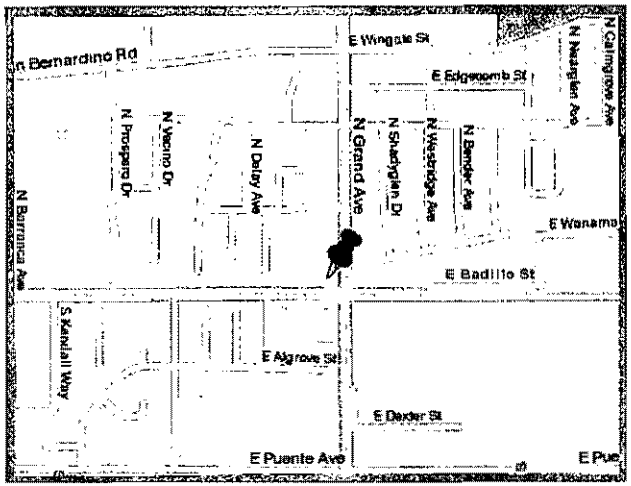


T · ·Mobile· · ·

IE25018A MCDONALD'S COVINA
121 North Grand Ave.
Covina, CA 91724

Prepared By:
IKUMA

SOUTH ELEVATION



Robert Neiuber

From: wwjknight@aol.com
Sent: Monday, February 07, 2011 7:18 PM
To: APatel@AspenAssociates.com; Robert Neiuber
Cc: janos@janos.net
Subject: Re: IE25018A (McDonald's Covina) -- Agreement with Mr. Knight (Property Owner)

Hello to All

I William Knight approval T-mobile plans for 38' light standard (18" wide) with antennas inside the pole.

Knight

---Original Message---
From: Amit S. Patel <APatel@AspenAssociates.com>
To: 'Robert Neiuber' <rneiuber@covinaca.gov>
Cc: janos <janos@janos.net>; wwjknight <wwjknight@aol.com>
Sent: Mon, Feb 7, 2011 3:50 pm
Subject: IE25018A (McDonald's Covina) -- Agreement with Mr. Knight (Property Owner)

Robert,

As we discussed, T-Mobile has reached an understanding with Mr. Knight on a revised design that is acceptable to both sides. We will replace the originally proposed 50' monopine tower with a 38' light standard (18" wide) which will feature our antennas within the pole. We believe this compromise meets all parties' best interest. Revised plans and photo-simulation should be completed by morning at which time I will forward to you and Mr. Knight for comments (if any).

I have spoken to Janos (Mr. Knight's representative) and asked him to have Mr. Knight reply to all to this email with his concurrence and approval of this compromise for your records and report.

Amit

Amit S. Patel, Esq.
Aspen Associates Telecom
1223 Federal Avenue #212
Los Angeles, CA 90025
Phone (310) 691-5360
Direct Fax (815) 425-8902

CITY OF COVINA/
COVINA REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.: CJPH 1**

STAFF SOURCE: Robert Neiuber, Deputy Executive Director/ Director of Community Development
Elizabeth Hull, Agency Counsel
Nuala Gasser, Sr. Redevelopment Manager

ITEM TITLE: Continued Joint Public Hearing to consider a Lease Agreement with Enterprise Rent-A-Car Company of Los Angeles, LLC, for property located at 635 S. Citrus Avenue, Covina, CA

AGENCY/STAFF RECOMMENDATION

Adopt

a. **Resolution 10-649** of the Covina Redevelopment Agency making certain findings pursuant to Health and Safety Code Section 33433 and approving a Lease Agreement for real property located at 635 S. Citrus Avenue, Covina, California, and
b. **Resolution 10-6917** of the City of Covina, California, making certain findings pursuant to Health and Safety Code Section 33433 and approving a Lease Agreement for real property located at 635 S. Citrus Avenue, Covina, California.

FISCAL IMPACT

Over a one year period, it is estimated that the benefit to the City will be more than $15,000. The benefit to the Redevelopment Agency will be approximately $9,225, of which $1,425 will be realized in estimated Tax Increment. The balance will be revenues realized through rent payment. Revenues will be deposited to CRA Revenue Account 5031-4450-00-43600.

BACKGROUND

On December 21, 2010, the City of Covina and the Covina Redevelopment Agency (Agency) opened the joint public hearing to discuss the lease between the Agency and Enterprise Rent-A-Car Company of Los Angeles, LLC, (Enterprise). The public hearing was continued to January 18, 2011, and then to February 15, 2011, to allow further time for review of the lease by the Enterprise legal team. Agency and Enterprise were parties to a prior agreement dated September 1, 1998. The prior agreement provided for leasing of approximately 20,000 square feet of land and improvements, and was for the purpose of operating Enterprise's car sales and incidental car rental business. Enterprise no longer operates a car sales division at the Citrus Avenue location. The parties desire to terminate the prior lease and enter into this Lease to set forth the terms and conditions for the purpose of operating a car rental business.

In order to avoid a vacant storefront on Citrus Avenue due to the discontinuance of the car sales division, the Agency has negotiated a new Lease Agreement with Enterprise for continued occupancy. The Lease Agreement is attached as Exhibit D.

The Lease Agreement is retroactive to February 1, 2010, and is for a term of eighteen months, through July 31, 2011. As the Tenant continues to occupy the premises, the Lease provides for the tenancy to continue on a month-to-month basis. Tenant now occupies 1,800 square feet of the 20,350 square foot building, and will pay fifty percent of the cost of property insurance to be procured by Landlord. This cost will decrease to nine percent should an additional tenant occupy the site.

Enterprise is a post-acquisition tenant with no relocation rights.

RELEVANCE TO THE STRATEGIC PLAN

Providing opportunities for economic development contributes to the City strategic plan objective of enhancing financial stability.

EXHIBIT

A. Agency Resolution No. 10-649
B. City Resolution No.10-6917
C. Information Summary 33433 Report
D. Lease Agreement

REVIEW TEAM ONLY	
City Attorney:	**Finance Director:**
City Manager:	**Other:**

RESOLUTION NO. 10-649

A RESOLUTION OF THE COVINA REDEVELOPMENT AGENCY MAKING CERTAIN FINDINGS PURSUANT TO HEALTH & SAFETY CODE SECTION 33433 AND APPROVING A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 635 S. CITRUS AVENUE, COVINA, CALIFORNIA

WHEREAS, the City of Covina, California ("City"), approved and adopted the redevelopment plan ("Redevelopment Plan") for the redevelopment area known as the Covina Revitalization Redevelopment Project Area 1 covering a certain geographic area within the City ("Project Area") pursuant to the provisions of Community Redevelopment Law (Health and Safety Code § 33000 et seq.) ("CRL"); and

WHEREAS, the Covina Redevelopment Agency ("Agency") is undertaking a program in the interest of health, safety, and general welfare of the people of the City pursuant to its authority under the CRL, for the redevelopment of blighted areas within the Project Area which are characterized by stagnant, improperly utilized and unproductive land which requirements redevelopment; and

WHEREAS, the Agency owns land commonly referred to as 635 S. Citrus Avenue, City of Covina, County of Los Angeles, State of California (a portion of Assessor Parcel No. 8453-001-906) ("Property"); and

WHEREAS, the Agency and Enterprise Rent-A-Car Company of Los Angeles, LLC, a Delaware Limited Liability Company ("Lessee") desire to enter into a lease agreement ("Agreement"), attached hereto as Exhibit "A" and incorporated herein by reference, for the Property in order for the Lessee to operate a car rental business on the Property in accordance with the Redevelopment Plan and as otherwise set forth in the Agreement; and

WHEREAS, CRL Section 33430 authorizes the Agency to lease property located within redevelopment project survey areas; and

WHEREAS, CRL Section 33431 provides that any lease made pursuant to CRL Section 33430 may be made without public bidding, but only after a public hearing, notice of which shall be given by publication for not less than once a week for two weeks in a newspaper of general circulation published in the county in which the property lies; and

WHEREAS, CRL Section 33433(a)(1) provides that before any property of the Agency acquired in whole or in part, directly or indirectly, with tax increment moneys is leased for development pursuant to the redevelopment plan, the legislative body shall approve a lease by resolution after public hearing; and

WHEREAS, pursuant to CRL Section 33433(b), the resolution approving the lease or sale shall be adopted by a majority vote and shall contain a finding that the lease of the property

will assist in the elimination of blight or provide housing for low or moderate-income persons, and is consistent with the implementation plan adopted pursuant to CRL Section 33490; and

WHEREAS, CRL Section 33433(b) also requires the City Council find that the consideration is not less than the fair market value at its highest and best use in accordance with the Redevelopment Plan or the consideration is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the sale or lease; and

WHEREAS, pursuant to CRL Sections 33431 and 33433, on December 2, 2010 and December 9, 2010, the City and Agency caused notice of the joint public hearing of the City Council and the Agency's Governing Board to be published in the San Gabriel Valley Examiner, a newspaper of general circulation within the Agency's territorial jurisdiction; and

WHEREAS, the Agency has prepared a report pursuant to CRL Section 33433(a)(2) ("33433 Report") containing a copy of the Agreement and a summary of the following: (i) the cost of the Agreement to the Agency; (ii) the estimated value of the interest to be leased; (iii) the estimated value of the interest to be leased; and (iv) an explanation of why the lease will assist in the elimination of blight supported by facts and materials; and

WHEREAS, the Agency has made the 33433 Report available for public inspection and copying on December 2, 2010; and

WHEREAS, the City and Agency held a noticed public hearing pursuant to CRL Sections 33431 and 33433 on February 15, 2011, and

WHEREAS, the Agency is the lead agency concerning the Agreement pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines; and

WHEREAS, Agency staff has determined that the approval of the Agreement for the Property is categorically exempt pursuant to CEQA under the "Class 1" exemption, State CEQA Guidelines Section 15301 (Existing Facilities), in that the Agreement involves leasing of an existing facility, which involves negligible or no expansion.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Covina Redevelopment Agency as follows:

Section 1. 33433 Findings. The Agency finds and determines based on the information made available in the 33433 Report made pursuant to CRL Section 33433, the staff report accompanying this Resolution, the oral presentation of staff, and other written and oral evidence presented to the Agency at or prior to the public hearing regarding the Agreement, that, pursuant to CRL Section 33433:

(a) The Agreement for the lease of the Property will assist in the elimination of blight by (i) utilizing the property which would otherwise be vacant and thus underutilized until the site is ready for redevelopment; and (ii) generating tax revenue.

(b) The Agreement for the lease of the Property will be consistent with the implementation plan adopted by the Agency for the Project Area; and

(c) The consideration to the Agency for the lease of the Property will not be less than the fair market value at its highest and best use in accordance with the Redevelopment Plan or not be less than the fair reuse value of the Property with the covenants, conditions and development costs authorized by the Agreement.

Section 2. Approval of the Agreement. The Agency does hereby approve the Agreement, attached to this Resolution and authorizes the Executive Director of the Agency to execute the Agreement.

Section 3. Notice of CEQA Exemption. The Governing Board hereby authorizes and directs Agency staff to file a Notice of Exemption with the Clerk of the Board of Supervisors of the County of Los Angeles, California, within five (5) working days following the date of adoption of this Resolution.

Section 4. Certification and Effective Date. The Agency Secretary shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and be in force immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of February, 2011.

_____
Chairperson
Covina Redevelopment Agency

ATTEST:

_____
Secretary, Covina Redevelopment Agency

CERTIFICATION

I, _____, Secretary of the Covina Redevelopment Agency do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Covina Redevelopment Agency at a regular meeting thereof held on the 15th day of February, 2011, by the following vote of the Agency:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Covina Redevelopment Agency this 15th day of February, 2011.

[insert seal]

_____
Secretary, Covina Redevelopment Agency

Exhibit "A"

Lease Agreement Between the Covina Redevelopment Agency and Enterprise Rent-A-Car Company of Los Angeles LLC, a Delaware Limited Liability Company

The Lease Agreement is available in the office of the Covina City Clerk

RESOLUTION NO. 10-6917

A RESOLUTION OF CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, MAKING CERTAIN FINDINGS PURSUANT TO HEALTH & SAFETY CODE SECTION 33433 AND APPROVING A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 635 S. CITRUS AVENUE, COVINA, CALIFORNIA

WHEREAS, the City of Covina, California ("City"), approved and adopted the redevelopment plan ("Redevelopment Plan") for the redevelopment area known as the Covina Revitalization Redevelopment Project Area 1 covering a certain geographic area within the City ("Project Area") pursuant to the provisions of Community Redevelopment Law (Health and Safety Code § 33000 et seq.) ("CRL"); and

WHEREAS, the Covina Redevelopment Agency ("Agency") is undertaking a program in the interest of health, safety, and general welfare of the people of the City pursuant to its authority under the CRL, for the redevelopment of blighted areas within the Project Area which are characterized by stagnant, improperly utilized and unproductive land which requirements redevelopment; and

WHEREAS, the Agency owns land commonly referred to as 635 S. Citrus Avenue, City of Covina, County of Los Angeles, State of California (a portion of Assessor Parcel No. 8453-001-906) ("Property"); and

WHEREAS, the Agency and Enterprise Rent-A-Car Company of Los Angeles, LLC, a Delaware Limited Liability Company ("Lessee") desire to enter into a lease agreement ("Agreement"), attached hereto as Exhibit "A" and incorporated herein by reference, for the Property in order for the Lessee to operate a car rental business on the Property in accordance with the Redevelopment Plan and as otherwise set forth in the Agreement; and

WHEREAS, CRL Section 33430 authorizes the Agency to lease property located within redevelopment project survey areas; and

WHEREAS, CRL Section 33431 provides that any lease made pursuant to CRL Section 33430 may be made without public bidding, but only after a public hearing, notice of which shall be given by publication for not less than once a week for two weeks in a newspaper of general circulation published in the county in which the property lies; and

WHEREAS, CRL Section 33433(a)(1) provides that before any property of the Agency acquired in whole or in part, directly or indirectly, with tax increment moneys is leased for development pursuant to the redevelopment plan, the legislative body shall approve a lease by resolution after public hearing; and

WHEREAS, pursuant to CRL Section 33433(b), the resolution approving the lease or sale shall be adopted by a majority vote and shall contain a finding that the lease of the property

will assist in the elimination of blight or provide housing for low or moderate-income persons, and is consistent with the implementation plan adopted pursuant to CRL Section 33490; and

WHEREAS, CRL Section 33433(b) also requires the City Council find that the consideration is not less than the fair market value at its highest and best use in accordance with the Redevelopment Plan or the consideration is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the sale or lease; and

WHEREAS, pursuant to CRL Sections 33431 and 33433, on December 2, 2010 and December 9, 2010, the City and Agency caused notice of the joint public hearing of the City Council and the Agency's Governing Board to be published in the San Gabriel Valley Examiner, a newspaper of general circulation within the Agency's territorial jurisdiction; and

WHEREAS, the Agency has prepared a report pursuant to CRL Section 33433(a)(2) ("33433 Report") containing a copy of the Agreement and a summary of the following: (i) the cost of the Agreement to the Agency; (ii) the estimated value of the interest to be leased; (iii) the estimated value of the interest to be leased; and (iv) an explanation of why the lease will assist in the elimination of blight supported by facts and materials; and

WHEREAS, the Agency has made the 33433 Report available for public inspection and copying on December 2, 2010; and

WHEREAS, the City and Agency held a noticed public hearing pursuant to CRL Sections 33431 and 33433 on February 15, 2011; and

WHEREAS, the Agency is the lead agency concerning the Agreement pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines; and

WHEREAS, Agency staff has determined that the approval of the Agreement for the Property is categorically exempt pursuant to CEQA under the "Class 1" exemption, State CEQA Guidelines Section 15301 (Existing Facilities), in that the Agreement involves leasing of an existing facility, which involves negligible or no expansion.

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

Section 1. 33433 Findings. The City Council finds and determines based on the information made available in the 33433 Report made pursuant to CRL Section 33433, the staff report accompanying this Resolution, the oral presentation of staff, and other written and oral evidence presented to the City Council at or prior to the public hearing regarding the Agreement, that, pursuant to CRL Section 33433:

(a) The Agreement for the lease of the Property will assist in the elimination of blight by (i) utilizing the property which would otherwise be vacant and fall into disrepair and thus be underutilized until the site is ready for redevelopment; and (ii) generating tax revenue.

(b) The Agreement for the lease of the Property will be consistent with the implementation plan adopted by the Agency for the Project Area; and

(c) The consideration to the Agency for the lease of the Property will not be less than the fair market value at its highest and best use in accordance with the Redevelopment Plan or not be less than the fair reuse value of the Property with the covenants, conditions and development costs authorized by the Agreement.

Section 2. Approval of the Agreement. The City Council does hereby approve the Agreement, attached to this Resolution.

Section 3. Notice of CEQA Exemption. The City Council hereby authorizes and directs City staff to file a Notice of Exemption with the Clerk of the Board of Supervisors of the County of Los Angeles, California, within five (5) working days following the date of adoption of this Resolution.

Section 4. Certification and Effective Date. The City Clerk shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and be in force immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of February, 2011.

_____
Mayor
City of Covina, California

ATTEST:

_____
City Clerk
City of Covina, California

CERTIFICATION

I, _____, City Clerk of the City of Covina, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Covina, California, at a regular meeting thereof held on the 15th day of February, 2011, by the following vote of the Agency:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Covina, California this 15th day of February, 2011.

[insert seal]

_____
City Clerk
City of Covina, California

Exhibit "A"

Lease Agreement Between the Covina Redevelopment Agency and Enterprise Rent-A-Car Company of Los Angeles, LLC, a Delaware Limited Liability Company

The Lease Agreement is available in the office of the Covina City Clerk.

INFORMATION SUMMARY (33433 REPORT)
FOR THE LEASE AGREEMENT
WITH ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC

Introduction:

This summary is provided pursuant to Section 33433 of the California Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code). The report sets forth certain details of the proposed Lease Agreement ("Agreement") between the following parties:

1. The Covina Redevelopment Agency ("Landlord"); and
2. Enterprise Rent-A-Car Company of Los Angeles, LLC, a Delaware Limited Liability Company. (Tenant)

The purpose of the Agreement is to effectuate the Project Area 1 Redevelopment Project Area Redevelopment Plan (Redevelopment Plan).

The basic terms embodied in the Agreement can be summarized as follows:

1. The Lease Agreement is retroactive to February 1, 2010, and is for a term of eighteen months. If Tenant still occupies the premises after the Term has expired, the tenancy is to continue on a month-to-month basis.

2. During the month-to-month tenancy, either party may give the other written notice of intent to terminate the Lease upon 30 days advanced written notice.

3. The premises to be leased is limited to 1,800 square feet of the southeast corner of the building and forty seven (47) spaces of parking area.

4. For the rental period, Tenant shall pay to Landlord a monthly payment of $0.50 per square foot, triple net terms, for 1,800 square feet for certain improved property located in Project Area 1 at 635 S. Citrus Avenue, Covina, CA ("Rent Payment"). Monthly rent is $900.

6. Tenant is a post-acquisition tenant with no relocation rights.

7. Tenant will operate the site as a rental car business.

8. Tenant will keep and maintain the premises, all improvements, all building equipment and all appurtenances (including landscaped and parking areas) in a first-class condition, in good order and repair and in a safe and clean condition.

9. Landlord will procure and maintain property insurance during the term of the Lease. Tenant will pay fifty percent (50%) of the total cost. This cost will decrease to 9%

should an additional tenant occupy the site. The insurance will be a broad form of comprehensive coverage policy of property insurance issued against loss or liability caused by or connected with Tenant's occupation and use of the Premises under the Lease.

Background:

The Covina Redevelopment Agency and Enterprise Rent-A-Car Company of Los Angeles, LLC, were parties to a prior agreement dated September 1, 1998. The prior agreement provided for leasing of approximately 20,000 square feet of land and improvements, and was for the purpose of operating Enterprise's car sales and incidental car rental business. The parties desire to terminate the prior lease and enter into this Lease to set forth the terms and conditions for the purpose of operating a car rental business.

Pursuant to Section 33433, this report shall contain the following:

1. Lease Agreement (Attached hereto as Exhibit A)

2. A summary which describes and specifies all of the following:

(i) The cost of the agreement to the agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreements.

(ii) The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the plan.

(iii) The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the Landlord will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference.

(iv) An explanation of why the sale or lease of the property will assist in the elimination of blight, with reference to all supporting facts and materials relied upon in making this explanation.

(v) Consistency with the AB 1290 Implementation Plan.

Summary of Required Points

1. Cost of the Agreement to the Agency including land costs, relocation and improvements:

There are small additional costs to the Agency under this Agreement.

a. Land Acquisition Costs:	No property will be acquired by the Agency.
b. Clearance Costs:	There are no clearance costs.
c. Relocation Costs:	There are no relocation benefits extended to Tenant.
d. Improvement Costs:	There are no improvement costs.
e. Finance Costs:	The Agency will not owe interest or any other finance charges.
f. Other Costs:	Approximately $3,000 in insurance and other costs are incurred.

2. Estimated value of interest to be conveyed at the highest and best use permitted under the Plan:

Tenant shall cause the business on premises to generate local sales and use taxes paid to the City of Covina on an annual basis. The business is in the South Citrus Auto Corridor, where other auto-related uses are clustered. Utilizing the site as an auto use is the highest and best use for the site which is consistent with the Plan.

3. Estimated value of interest to be conveyed at the use and with the conditions, covenants and development costs required by the sale:

The Site is being conveyed with a use requirement that causes the initial per square foot rental rate to be less than its fair market value.

The Agreement requires the Agency to lease the Site to the Tenant for $.50 cents per square foot. This rate has been determined to be the fair reuse value, taking into account the use of the property and the short-term nature of the Lease.

4. Explanation as to the reason why the lease of the Site will assist the elimination of blight:

In the last few years the automobile business has seen a downtown, and in fact, Enterprise has ceased car sales at this location. The economic impact to car dealerships has caused a number of abnormally high business vacancies. The new Lease allowing a car rental business will prevent the site at 635 S. Citrus from being

vacant. The lease of this property, located in Redevelopment Project Area 1, will assist in the elimination of blight by providing a use in a building which would otherwise be vacant and underutilized. The attraction of business to this site will bring customers to other businesses in the area, and increase development opportunities.

5. Consistency with the Five-Year Implementation Plan

Pursuant to the California Redevelopment Law, all agencies must adopt an implementation plan that outlines the projects, programs and expenditures anticipated over a five-year period. The Covina Redevelopment Agency has adopted such a plan, covering fiscal years 2009-2010 through 2013-2014.

The existing business is located in Project Area 1. Programs identified by the Implementation Plan for Project Area 1's South Citrus Auto Corridor includes working with automotive dealers as they continue to serve the community. Execution of the Lease Agreement will assist the Agency in undertaking a program in the interest of health, safety and general welfare of the people of the City pursuant to its authority under Redevelopment Law, for the redevelopment of blighted areas within the Project Area which are characterized by stagnant, improperly utilized and unproductive land which requires redevelopment.

6. Tax Increment to Agency

The tax increment projections for the first year of the term of the lease shows an estimated valuation of $1,425. This is based on estimated possessory interest taxes for FY 2010-2011. This number takes into account the original pass-through to the county as well as the more recent pass-throughs mandated by the legislature.

Exhibit A
To
33433 Report

Lease Agreement

The Lease Agreement is available in the office of the Covina City Clerk

EXHIBIT D

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this "Lease") is entered into as of February 1, 2010 by and between the COVINA REDEVELOPMENT AGENCY, a public body, corporate and politic ("**Agency**" or "**Landlord**"), and Enterprise Rent-A-Car Company of Los Angeles, LLC, a Delaware Limited Liability Company ("**Enterprise**" or "**Tenant**"). Landlord and Tenant are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

A. Agency is the owner of that certain improved real property located at 635 S. Citrus Avenue, City of Covina, County of Los Angeles, State of California (Assessor Parcel Number 8453-001-906), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Original Premises**").

B. The Parties entered into that certain agreement, dated September 1, 1998, wherein Enterprise agreed to lease a parcel of property, including the Original Premises, from the Agency for the purpose of operating Enterprise's car sales business ("Existing Lease").

C. The Existing Lease provides for the leasing of the Original Premises which includes approximately twenty thousand (20,000) square feet of land and improvements thereon by Enterprise from Agency for the purpose of conducting its car sales business with ancillary car rental business. Enterprise has ceased car sales at this site and now wishes to conduct a car rental business (the "**Business**"). Enterprise wishes to lease from the Agency at the same location described on Exhibit A, one thousand eight hundred (1,800) square feet of land and the improvements thereon, to conduct the Business ("Premises"). The Premises to be leased pursuant to this Agreement is limited to the 1,800 square feet of the southeast corner of the building and forty-seven (47) spaces of parking area and more specifically described in Section 2.1.3 herein.

D. The Parties desire to terminate the Existing Lease and enter into this Lease to set forth the terms and conditions of a new lease for the Premises from Landlord for the purpose of operating the **Business**, and other related improvements (collectively referred to in this Lease as the "**Improvements**").

E. Tenant understands, acknowledges, and agrees that this Lease is a new agreement executed by and between Tenant and Landlord for Tenant's lease of the Premises and is not an extension of any prior lease or agreement. As such, this Lease does not create any new or greater right to relocation benefits for Tenant upon its termination.

F. Pursuant to Health & Safety Code section 33431 on December 21, 2010, Agency conducted a duly noticed public hearing regarding the leasing of the Property to Enterprise.

G. Under Health & Safety Code section 33431, Agency is permitted to lease the Property to Enterprise without having subjected the leasing of the Property to competitive bid since Agency conducted a duly noticed hearing.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and are a substantial part of this Lease, and the covenants, warranties, and promises contained herein, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. LEASE OF PREMISES AND TERM OF LEASE

1.1 Existing Lease Terminated. The Parties agree that as of the date of this Agreement first herein written above, the Existing Lease is terminated and this Lease governs the terms of the lease of the Premises from the Agency to Enterprise.

1.2 Agreement to Lease. For and in consideration of the Rent to be paid and covenants to be performed by Tenant under this Lease, Landlord agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, on the terms and conditions set forth in this Lease. Except as expressly otherwise provided in this Lease, the "**Premises**" includes the real property and any Improvements now or subsequently located on the Premises. The Premises shall also include any appurtenances and easements described in Exhibit "A" attached to this Lease, including a nonexclusive easement over the remainder of the parcel on which the Premises sits, including access to fifteen (15) dedicated parking spaces along the southern border of the parcel with signs reserved for Tenant parking, access to undesignated parking spaces on the parcel shared with the public, and access to the car wash facility located on the parcel.

1.3 Rent. Tenant shall pay to Landlord a monthly payment of Fifty Cents ($0.50) per square foot for one thousand eight hundred (1,800) square feet of property, totaling Nine Hundred Dollars ($900.00) (the **"Rent Payment"**), which shall be paid, in full, on the first day of each month throughout the Term.

1.4 Credit for Car Wash Facility. If Landlord requires that the currently existing car wash facility used by Tenant for the Business be removed, and the Parties agree that a new car wash facility is necessary for the Tenant's conducting of the Business and agree to construction of the car wash facility in a location on the parcel agreed to by the Parties, Landlord shall provide rental credit in an amount up to the full cost of construction or Fifteen Thousand Dollars ($15,000.00), whichever is lower, for the cost of construction of the new car wash facility upon submittal of the cost of such construction in writing by Tenant. Submittals for reimbursement shall be submitted on a monthly basis with the Rental Payment, to be credited against the following month's Rental Payment or future rental payments, as needed. If the Lease is terminated prior to the full reimbursement of the cost of construction or Fifteen Thousand Dollars ($15,000.00), whichever is lower, Landlord shall reimburse Tenant for any remaining unreimbursed amount after termination of the Lease by certified check.

1.5 Term of Lease. The term of this Lease shall be for a period of eighteen (18) months, commencing on February 1, 2010, unless earlier terminated as provided in this Lease (the **"Term"**). Should Tenant still occupy the Premises after the Term has expired, the tenancy shall continue on a month-to-month basis, which shall continue until either Party gives the other

written notice of intent to terminate the Lease at least ninety (90) days prior to the end of the month in which the termination is to take place. Following the expiration of the Term and conversion to a month to month tenancy, either Party may terminate this Lease upon thirty (30) days' advanced written notice.

2. DEFINITIONS

2.1 Certain Definitions. The following definitions shall apply to this lease:

2.1.1 **"Building Equipment"** means all fixtures incorporated in the Premises owned by Landlord or Tenant and used, useful, or necessary to operate the Business (including boilers; compactors; compressors; conduits; ducts; engines; equipment; fittings; heating, ventilating and air conditioning systems; machinery; and pipes).

2.1.2 **"FF&E"** means all movable furniture, furnishings, equipment, and personal property of Tenant or anyone claiming through Tenant (excluding Building Equipment) that may be removed without material damage to the Improvements or the Premises and without adversely affecting: (a) the structural integrity of the Improvements or the Premises; (b) any electrical, plumbing, mechanical, or other system in the Improvements or the Premises; (c) the present or future operation of any such system; or (d) the present or future provision of any utility service to the Premises. FF&E includes, but is not limited to, items such as furniture, movable equipment, telephone, telecommunications and facsimile transmission equipment, point of sale equipment, televisions, radios, network racks, computer systems, and peripherals.

2.1.3 **"Premises"** means the approximately 1,800 square feet of building and forty-seven (47) spaces of associated parking area located in and around the southeast corner of the parcel of land more particularly described on Exhibit A.

3. USE OF PREMISES

3.1 Permitted Use. Tenant shall use the Premises solely for the purpose of operating the Business.

3.2 Compliance with Laws. Tenant shall, at Tenant's own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county or municipal, including those requiring capital improvements to the Premises or Improvements, relating to any use and occupancy of the Premises (and specifically not limited to any particular use or occupancy by Tenant), whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Premises or any portion of the Premises, Tenant shall procure and maintain it throughout the term of this Lease. The judgment of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any government entity, that Tenant has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Landlord and Tenant and shall constitute grounds for termination of this Lease by Landlord.

3.3 Prohibited Uses. Tenant shall not use or permit the Premises or any portion of the Premises to be improved, developed, used, or occupied in any manner or for any purpose that

is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency, body, or entity. Furthermore, Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises or any part of the Premises.

3.4 Signs. Tenant shall be allowed only those existing sign(s) on the Premises, unless expressly agreed to by the Parties in writing. Landlord shall have the right to enter the Premises as provided in Section 5.6 in order to remove any and all sign(s) at its discretion except the building sign above the Premises and any signs on the interior of the building, which shall remain for the duration of the Term. Tenant may place signs in the windows of the Premises, provided that such signs are professional and do not use more than 20% of the window space of the Premises. Tenant shall not place temporary signs, flags or banners on the exterior walls or windows except as provided in Section 3.4.1. Painting or painted signs on the windows or walls are not allowed. At the termination of this Lease, the can of the sign shall remain attached to the Premises and shall become a part of the Premises. Tenant may remove only the face of its sign(s). If a sign is removed, any damage must be repaired at Tenant's expense. All signage shall be consistent with and in compliance with the Covina Municipal Code.

3.4.1 At any time that Landlord desires to renovate the Premises or place signs on the Premises, Landlord shall notify Tenant of such renovation and Tenant may erect a temporary banner in accordance with state and local laws. Landlord, at its expense, shall replace any sign of Tenant's that it removes in accordance with this Section 3.4.1.

3.4.2 Tenant shall not install exterior lighting, amplifiers or similar devices, or use (inside or outside of the Premises) any audio or visual medium which may be heard or seen outside the Premises, including, without limitation, flashing lights, searchlights, loudspeakers, or other means of dissemination outside of the Premises.

3.4.3 Notwithstanding any other provision of this Lease, Landlord may, in its discretion, remove or modify the existing pole sign to provide advertising space for any or all new tenants. Tenant shall be provided reasonable space on any new signage placed on the Premises to replace the existing pole sign.

4. TAXES AND UTILITIES

4.1 Tenant to Pay Taxes. Tenant shall pay during the term of this Lease, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease by any governmental agency or entity on or against the Premises, the Improvements located on the Premises, personal property located on or in the Premises or Improvements, and the leasehold estate created by this Lease.

4.2 Possessory Interest Tax. Tenant hereby recognizes and understands that this Lease may create a possessory interest subject to property taxation, and that Tenant may be subject to the payment of property taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Tenant solely, and shall be paid by the Tenant.

Possessory Interest Tax is assessed by the County and is generally based upon the value of the Lease. In addition, Tenant shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present at or on the Premises.

4.3 Separate Assessment of Leased Premises. Should the Premises be assessed and taxed with or as part of other property owned by Landlord, the share of the taxes, assessments, or other charges for which Tenant is liable to pay under Section 4 shall be determined as follows: Tenant shall pay an amount equal to that portion of the taxes, assessments, and other charges that bears the same ratio to the total of the taxes, assessments, and other charges as the ground area of the Premises bears to the ground area of the total taxed property.

4.4 Payment before Delinquency. Any and all taxes, assessments, and installments of taxes and assessments required to be paid by Tenant under this Lease shall be paid by Tenant before each such tax, assessment, or installment of tax or assessment becomes delinquent. On the written request of Landlord, Tenant shall deliver to Landlord the official and original receipt evidencing the payment of any taxes, assessments, and other charges required under this Lease.

4.5 Taxes Payable in Installments. Should any special tax or assessment be levied on or assessed against the Premises that may be either paid in full before a delinquency date within the term of this Lease or paid in installments over a period either within or extending beyond this Lease, Tenant shall have the option of paying the special tax or assessment in installments. The fact that the exercise of the option to pay the tax or assessment in installments will cause the Premises to be encumbered with bonds or will cause interest to accrue on the tax or assessment is immaterial and shall not interfere with the free exercise of the option by Tenant. Should Tenant exercise the option to pay any such tax or assessment in installments, Tenant shall be liable to pay only those installments becoming due during the term of this Lease. Landlord shall cooperate with Tenant and on written request of Tenant execute or join with Tenant in executing any instruments required to permit any such special tax or assessment to be paid in installments.

4.6 Contest of Tax. Tenant shall have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against the Premises or any part of the Premises; provided, however, that the contest, opposition, or objection must be filed before the tax, assessment, or other charge at which it is directed becomes delinquent and that written notice of the contest, opposition, or objection must be given to Landlord at least ten (10) days before the date the tax, assessment, or other charge becomes delinquent. Landlord shall not be required to join in any such contest, opposition, or objection. Tenant shall be responsible for and shall pay all costs and expenses in any contest or legal proceeding instituted by Tenant. In no event shall Landlord be subjected to any liability for costs or expenses connected to any contest by Tenant, and Tenant agrees to indemnify and hold Landlord harmless from any such costs and expenses. Furthermore, no such contest, opposition, or objection shall be continued or maintained after the date the tax, assessment, or other charge at which it is directed becomes delinquent, unless Tenant has done one of the following:

4.6.1 Paid the tax, assessment, or other charge under protest before it became delinquent;

4.6.2 Obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment, or other charge by posting a bond or other security required by law for such a stay; or

4.6.3 Delivered to Landlord a good and sufficient surety bond in an amount specified by Landlord and issued by a bonding corporation licensed to do business in California, conditioned on the payment by Tenant of the tax, assessment, or charge together with any fines, interest, penalties, costs, and expenses that may have accrued or been imposed thereon within thirty (30) days after final determination of Tenant's contest, opposition, or objection to the tax, assessment, or other charge.

4.7 Tax Returns and Statements. Tenant shall, as between Landlord and Tenant, have the duty of attending to, preparing, making, and filing any statement, return, report, or other instrument required or permitted by law in connection with the determination, equalization, reduction, or payment of any taxes, assessments, or other charges that are or may be levied on or assessed against the Premises, the Improvements located on the Premises, personal property located on or in the Premises or Improvements, and the leasehold estate created by this Lease.

4.8 Tax Hold-Harmless Clause. Tenant shall indemnify and hold Landlord and Landlord's property, including the Premises and any Improvements now or subsequently located on the Premises, free and harmless from any liability, loss, or damage resulting from any taxes, assessments, or other charges required by this Lease to be paid by Tenant and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

4.9 Utilities. Tenant shall arrange and pay for all fuel, gas, light, power, water, sewage, garbage disposal, telephone, and other utility charges, and the expenses of installation, maintenance, use, and service in connection with the foregoing, for the Premises during the Term. Landlord shall have absolutely no liability or responsibility for any of the foregoing. Landlord shall ensure separate utility metering for any new tenant leased to at the Premises following February 2, 2010.

5. CONSTRUCTION BY TENANT

5.1 Requirement of Landlord's Written Approval. No structure or other improvement of any kind shall be constructed on the Premises, without the prior written approval of Landlord, which may be given or withheld in the Landlord's sole and absolute discretion.

5.2 Compliance with Law and Standards. All work on the Premises shall be performed, and all buildings or other improvements on the Premises shall be erected in accordance with all valid laws, ordinances, regulations, and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over the Premises; provided, however, that any structure or other improvement erected on the Premises shall be deemed to have been constructed in full compliance with all such valid laws, ordinances, regulations, and orders when a valid final Certificate of Occupancy entitling Tenant and subtenants of Tenant to occupy and use the structure or other improvement has been duly issued by proper governmental agencies or entities. All work performed on the Premises under this Lease, or authorized by this

Lease, shall be done in a good workmanlike manner and only with new materials of good quality and high standard.

5.3 Mechanics' Liens. At all times during the term of this Lease, Tenant shall keep the Premises and all Improvements now or hereafter located on the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises. Should Tenant fail to pay and discharge or cause the Premises to be released from any such lien or claim of lien within twenty (20) days after service on Tenant of written request from Landlord to do so, Landlord may pay, adjust, compromise, and discharge any such lien or claim of lien on any terms and in any manner that Landlord may deem appropriate. In that event, Tenant shall, on or before the first day of the next calendar month following any such payment by Landlord, reimburse Landlord for the full amount paid by Landlord in paying, adjusting, compromising, and discharging that lien or claim of lien, including any attorneys' fees or other costs expended by Landlord, together with interest at the then maximum legal rate from the date of payment by Landlord to the date of repayment by Tenant. Notwithstanding the foregoing, Tenant shall not be liable for liens or claims of liens resulting from the acts or omissions of Landlord or Landlord's Parties.

5.4 Protection of Landlord. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE. NOTHING IN THIS LEASE SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE LANDLORD'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION REGARDING THE PREMISES OR ANY IMPROVEMENTS ON THE PREMISES, NOR AS GIVING TENANT ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. TENANT SHALL INDEMNIFY LANDLORD AGAINST ANY ACTIVITIES UNDERTAKEN BY TENANT OR ANYONE CLAIMING THROUGH TENANT, AND AGAINST ALL LIENS.

5.5 Ownership of Improvements. Title to all Improvements shall be owned by Landlord at all times during the Term of this Lease.

5.6 Access and Inspection. Notwithstanding anything to the contrary in this Lease, Landlord and its agents, representatives, and designees may enter the Premises upon reasonable notice during regular business hours, to: (a) ascertain whether Tenant is complying with this Lease; (b) cure Tenant's defaults; (c) inspect the Premises and any Improvements; (d) perform such tests, borings, and other analyses as Landlord determines may be necessary or appropriate relating to the Premises or any Improvements; or (e) show the Premises to a prospective purchasers or lenders. In entering the Premises, Landlord and its designees shall not unreasonably interfere with operations on the Premises and shall comply with Tenant's reasonable instructions. Landlord shall Indemnify Tenant against any claims arising from

Landlord's entry upon the Premises (except upon termination of this Lease in an event of default).

5.6.1 Landlord shall also have the right to enter the Premises under the provisions of Section 5.6 in order to remove existing fencing on the Premises.

6. NO ENCUMBRANCE OF LEASEHOLD ESTATE

6.1 No Right of Tenant to Encumber. Tenant shall not encumber the leasehold estate created by this Lease.

7. REPAIRS AND RESTORATION

7.1 Maintenance by Tenant. At all times during the Term of this Lease Tenant shall, at Tenant's own cost and expense, keep and maintain the Premises, all Improvements, all Building Equipment associated with the Premises, and all appurtenances (including landscaped and parking areas) now or hereafter on the Premises in a first-class condition, in good order and repair as exists at the commencement of this Lease, and in a safe and clean condition.

7.2 Requirements of Governmental Agencies. At all times during the term of this Lease, Tenant, at Tenant's own cost and expense, shall do all of the following:

7.2.1 Make all alterations, additions, or repairs to the Premises or the Improvements on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity;

7.2.2 Observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the Improvements on the Premises by any federal, state, county, local, or other governmental agency or entity;

7.2.3 Contest if Tenant, in Tenant's sole discretion, desires by appropriate legal proceedings brought in good faith and diligently prosecuted in the name of Tenant, the validity or applicability to the Premises of any law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity; provided, however, that any such contest or proceeding shall be without cost to Landlord, and Tenant shall protect the Premises and Landlord from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, or regulation; and

7.2.4 Indemnify and hold Landlord and the property of Landlord, including the Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Tenant's failure to comply with and perform the requirements of this Section 7.2.

7.3 Tenant's Duty to Restore Premises. If at any time during this Lease's term, any Improvements now or hereafter on the Premises are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of Landlord, this Lease shall continue in full force and effect; provided, however, that either Landlord or Tenant may elect, in their respective sole

and absolute discretion, to terminate this Lease within fifteen (15) days following the occurrence of any such damage or destruction to the Improvements on the Premises. Tenant's right to terminate this Lease following the occurrence of any damage or destruction to the Improvements on the Premises shall be Tenant's sole and exclusive remedy arising from any such occurrence.

7.4 Application of Insurance Proceeds. Any and all fire or other insurance proceeds that become payable at any time during the term of this Lease because of damage to or destruction of any Improvements on the Premises shall be paid to Landlord.

8. INDEMNITY AND INSURANCE

8.1 Indemnity Agreement. Tenant shall indemnify and hold Landlord and Landlord's property, including the Premises and Improvements now or hereafter on the Premises, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Tenant's occupation and use of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of the following:

8.1.1 The death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while that person or property is in or on the Premises or in any way connected with the Premises or with any of the Improvements or personal property on the Premises;

8.1.2 The death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, caused or allegedly caused by either: (1) the condition of the Premises or some building or improvement on the Premises; or (2) some act or omission on the Premises of Tenant or any person in, on, or about the Premises with the permission and consent of Tenant;

8.1.3 Any work performed on the Premises or materials furnished to the Premises at the instance or request of Tenant or any person or entity acting for or on behalf of Tenant; or

8.1.4 Tenant's failure to perform any provision of this Lease or to comply with any requirements of law or any requirements imposed on Tenant or the Premises by any duly authorized governmental agency or political subdivision.

8.2 HAZARDOUS SUBSTANCES:

8.2.1 **Hazardous Substances.** The term "Hazardous Substances," as used in this Lease, shall mean (a) all chemicals, materials, or substances, whether gaseous, solid or liquid, for which the use, storage, handling, generation, treatment, disposal, notification, discharge, release, transportation, or clean-up of, are subject to any federal, state, or local laws, ordinances, regulations, or policies now in effect or hereafter enacted but excluding normal cleaning and office supplies kept in amounts typically used in office buildings (collectively, "Hazardous Substance Laws"), and (b) all flammables, explosives, radioactive materials,

asbestos and other carcinogens, polychlorinated biphenyls (PCB's), pesticides, chemicals known to cause reproductive toxicity, petroleum and petroleum by-products and derivatives, whether or not such substances are subject to regulation under Hazardous Substance Laws and (c) any chemical, compound, material, mixture, living organism or substance that is now or hereafter becomes defined or listed in, or otherwise classified pursuant to any Hazardous Substance Law as a hazardous substance, hazardous material, hazardous waste, extremely hazardous waste, infectious waste, toxic substance, toxic pollutant or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, and shall include, without limitation, lead based paint or building materials, radon, petroleum, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The Hazardous Substance Laws include, without limitation, the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Standard Amendments and Reauthorization Act (SARA), Emergency Planning and Community Right-To-Know Act (SARA Title III), Federal Clean Water Act, Federal Clean Air Act, Federal Occupational Safety and Health Act (Fed/OSHA), Toxic Substances Control Act (TSCA), Hazardous Substances Act (HSA), California Hazardous Waste Control Law, Hazardous Materials Release Response Plans and Inventory Law, California Underground Storage of Hazardous Substances Law, Aboveground Petroleum Storage Act, California Occupational, Safety, and Health Act (Cal/OSHA), Safe Drinking Water and Toxic Enforcement Act (Proposition 65), Carpenter-Presley-Tanner Hazardous Substance Account Act, the Porter-Cologne Water Quality Act and any rules promulgated by the Southern California Air Quality Management District (SCAQMD) or other governmental agencies controlling or regulating toxic substances in the air.

8.2.2 Tenant shall not cause or permit to occur not allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees, or sublessees (collectively "Tenant Parties") to cause or permit to occur:

(a) Any violation of any Hazardous Substance Laws now or hereafter enacted related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

(b) The use, generation, release, manufacture, refining, production, processing, handling, treating, storage, or disposal of any Hazardous Substance on, under, or about the Premises, including the Building, or the transportation to or from the Premises of any Hazardous Substance. Tenant acknowledges and agrees that any disposal, release, or discharge of Hazardous Substances in, on, or under the Premises shall be in and of itself an unreasonable use of the Premises beyond the scope of any permissible use of the Premises.

8.2.3 **Environmental Clean-Up.**

(a) Tenant and Tenant's Parties shall, at Tenant's own expense, comply with all Hazardous Substance Laws now effective or hereinafter enacted regulating the use, generation, storage, notification, transportation, release, or disposal of Hazardous Substances.

(b) Tenant and Tenant's Parties shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all Governmental Agencies under the Hazardous Substance Laws.

(c) Tenant shall provide Landlord with written notification of any spill, release or other discharge of Hazardous Substances at, on or near the Premises within twenty four (24) hours of the City Manager's having knowledge of such event.

(d) Should any Governmental Agency or any third party demand that a cleanup plan be prepared and that a cleanup be undertaken because of any disposal, discharge, or release of Hazardous Substances that occurs during the Term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required clean-up plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleanup plans and clean-up until completed to the satisfaction of the applicable Governmental Agency; provided, that any such clean-up shall return the Premises to the condition existing before the disposal, discharge, or release of the Hazardous Substances. Without limiting the foregoing, Tenant shall immediately remedy any violation of any of the Hazardous Substance Laws by Tenant or otherwise at or from the Premises during the Term.

(e) Tenant shall provide Landlord, at Tenant's sole cost and expense, copies of all correspondence with any Governmental Agency concerning Hazardous Substances promptly upon sending or receiving such correspondence. For purposes of this Paragraph, "correspondence" shall include any clean-up plans or other submittals made by Tenant to a Governmental Agency or any notice or other communication received from a Governmental Agency.

8.2.4 Tenant's Indemnity. Tenant hereby indemnifies, defends, and holds harmless Landlord, its members, officers, directors, and employees from all fines, suits, procedures, claims, liabilities, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with (i) any breach by Tenant or any of Tenant's Parties' of any prohibition or provision of this Paragraph, (ii) any deposit, spill, discharge, or other release of Hazardous Substances occurring during the Term by Tenant or Tenant's Parties use or occupancy of the Premises, or (iii)from Tenant's or Tenant's Parties' failure to provide all information, make all submissions, and take all steps required by all Governmental Agencies under the Hazardous Substance Laws and all other environmental laws; except that Tenant shall not be liable for claims (i) resulting from a condition existing on the Property prior to Tenant's use or occupancy of the Property, or (ii) as a result of negligence or willful misconduct of Landlord, Landlord's agents or third parties, provided that the term "third parties" for purposes of this section excludes Tenant's Parties.

8.3 Waiver and Release.

8.3.1 Tenant acknowledges that it may be entitled to, and hereby releases, waives and discharges the City of Covina, Landlord, and their affiliated entities and each of their respective officers, officials, employees, agents, volunteers, contractors, insurers, and attorneys from any and all alleged and actual claims, damages, remedies, causes of action, demands, and other liabilities (collectively, "**Liabilities**") for relocation assistance, loss of goodwill interest,

leasehold bonus value, just compensation, unlawful pre-condemnation conduct, inverse condemnation, attorneys fees and all similar or related claims or rights (collectively, the **"Benefits"**) which Tenant now has or may have arising out of or in any way related to acquisition of the Premises by Landlord, Tenant's leasehold interest in the Premises, Tenant's displacement from the Premises, and any and all related acts or failures to act by the Landlord or any of the other released parties. The foregoing release and waiver (**"Release"**), applies to all Liabilities, whether retrospective, current, or prospective, known or unknown, foreseeable or unforeseeable. The Release is made by Tenant for itself, its agents, assigns, heirs, successors, and related entities. The Release does not extend to breaches of Landlord's obligations arising under this Lease.

8.3.2 Except as otherwise provided in this Lease, it is the intention of the Parties that the Release shall be effective as a bar to all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, and attorneys' fees, of every character and kind, known or unknown, existing or contingent, latent or patent; and in furtherance of such intention, Tenant expressly waives any and all rights conferred upon it by the provisions of California Civil Code Section 1542, which reads as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

8.3.3 Tenant acknowledges that it may hereafter discover facts or law different from or in additional to those which it now believes to be true with respect to the Release. Tenant agrees that the Release shall be and remain effective in all respects notwithstanding such different or additional facts or law or any part's discovery thereof. Tenant shall not be entitled to any relief in connection therewith, including, but not limited to any damages or any right or claim to set aside or rescind this Lease.

8.3.4 Tenant, on behalf of itself, its administrators, successors and assigns, acknowledges and agrees that the Landlord's performance and payment of the purchase price under the Purchase Agreement constitutes full and complete satisfaction of Landlord's obligations, if any, to provide the Benefits to Tenant. The representations, warranties, acknowledgements, waivers and releases contained in this Section 8.3 shall survive the termination of this Lease.

8.4 Liability Insurance. Tenant must carry its own liability insurance at Tenant's sole cost and expense.

8.5 Property Insurance. Agency shall procure and maintain during the entire term of this Lease, with Tenant to pay fifty percent (50%) of the total cost, this amount will decrease to nine percent (9%) should an additional tenant occupy the site, a broad form comprehensive coverage policy of property insurance issued by an insurance company licensed by the State of California insuring Tenant and Landlord against loss caused by or connected with Tenant's occupation and use of the Premises under this Lease in amounts not less than the following:

8.5.1 ONE MILLION DOLLARS ($1,000,000) for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than TWO MILLION DOLLARS ($2,000,000) for injury to or death of two or more persons as a result of any one accident or incident; and

8.5.2 ONE MILLION DOLLARS ($1,000,000) for damage to or destruction of any property.

8.6 Fire and Casualty Insurance. Agency shall at all times during the term of this Lease, with Tenant to pay fifty percent (50%) of the total cost, this amount will decrease to nine percent (9%) should an additional tenant occupy the site, keep all Improvements on the Premises insured for their full replacement value by insurance companies authorized to do business in the State of California against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the county where the Premises are located.

8.7 Specific Perils to Be Insured. Notwithstanding anything to the contrary contained in Section 8.6 of this Lease, the insurance required by Section 8.6 of this Lease shall, whether or not included in the standard extended coverage endorsement referred to in Section 8.6, insure all Improvements on the Premises against loss or destruction by windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage. All insurance provided hereunder shall include standard waiver of subrogation provisions and shall be primary and non-contributing with any insurance that Landlord may elect (but shall be under no obligation) to obtain.

9. NO ASSIGNMENT OR SUBLEASING

9.1 No Assignment. Tenant may not assign this Lease or any interest in this Lease without Landlord's prior written consent, which may be given or withheld in Landlord's sole, absolute and arbitrary discretion.

9.2 No Sublease. Tenant shall have no right to sublease all or any portion of the Premises without Landlord's prior written consent, which may be given or withheld in Landlord's sole, absolute and arbitrary discretion.

10. DEFAULT AND REMEDIES

10.1 Continuation of Lease in Effect. Should Tenant breach this Lease and abandon the Premises before the natural expiration of the Lease's term, Landlord may continue this Lease in effect by not terminating the Tenant's right to possession of the Premises, in which event Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease.

10.2 Termination and Unlawful Detainer. In the event of a Tenant default under this Lease, Landlord may terminate this Lease by written notice to Tenant and may also do the following:

10.2.1 Bring an action to recover any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease; and

10.2.2 Bring an action, in addition to or in lieu of the action described in Section 10.2.1, to re-enter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

10.3 Breach and Default by Tenant. All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby leased to Tenant. Should Tenant fail to perform any covenant, condition, or agreement contained in this Lease and the default is not be cured within fifteen (15) days after written notice of the default is served on Tenant by Landlord, then Tenant shall be in default under this Lease. In addition to Tenant's failure to perform any covenant, condition, or agreement contained in this Lease within the cure period permitted by this Section 10.3, the following shall constitute a default by Tenant under this Lease:

10.3.1 The appointment of a receiver to take possession of the Premises or Improvements, or of Tenant's interest in, to, and under this Lease, the leasehold estate or of Tenant's operations on the Premises for any reason, including, without limitation, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, when not released within sixty (60) days;

10.3.2 An assignment by Tenant for the benefit of creditors; or the voluntary filing by Tenant or the involuntary filing against Tenant of a petition, other court action, or suit under any law for the purpose of: (1) adjudicating Tenant a bankrupt, (2) extending time for payment, (3) satisfaction of Tenant's liabilities, or (4) reorganization, dissolution, or arrangement on account of, or to prevent, bankruptcy or insolvency; provided, however, that in the case of an involuntary proceeding, if all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within sixty (60) days after the filing or other initial event, then Tenant shall not be in default under this Section; and

10.3.3 The subjection of any right or interest of Tenant to or under this Lease to attachment, execution, or other levy, or to seizure under legal process when the claim against Tenant is not released within sixty (60) days.

10.4 Taking Possession. Landlord may re-enter and take possession of the Premises with process of law, whether by summary proceedings or otherwise, and remove Tenant, with or without having terminated this Lease, and without thereby being liable for damages or guilty of trespass. This is intended to constitute an express right of re-entry by Landlord. Except as expressly provided in this Lease or prohibited by law, Tenant, for and on behalf of itself and all persons claiming by, through or under Tenant, expressly waives any right to service of notice of intention to re-enter provided in any law and any and all right of redemption provided by any law, or re-entry or repossession or to restore the operation of this Lease if Tenant is dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord or any expiration or termination of this Lease. No re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Tenant from

liability under this Lease. The terms "**enter**," "**re-enter**," "**entry**," and "**re-entry**," as used in this Lease, are not restricted to their technical legal meanings.

10.5 Suits Before Expiration Date. Landlord may sue for damages from time to time at Landlord's election.

10.6 Receipt of Moneys. No receipt of money by Landlord from Tenant after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue, or extend this Lease or affect any notice theretofore given to Tenant, Landlord's right to recover possession by proper remedy, except as this Lease expressly states otherwise, it being agreed that after service of notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for possession, Landlord may demand, receive, and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of use and occupation or, at Landlord's election, on account of Tenant's liability.

10.7 No Waiver. No failure by Landlord to insist upon strict performance of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy upon a Default, shall waive any such Default or such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Lease to be performed or complied with by Tenant, and no Default, shall be modified except by a written instrument executed by Landlord. No waiver of any Default shall modify this Lease. Each and every covenant, agreement, term, and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent Default of such covenant, agreement, term or condition of this Lease.

10.8 Waiver of Breach. The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant of either the same or a different provision of this Lease.

10.9 Security Devices. Landlord may change the locks and other security devices providing admittance to the Premises.

10.10 Cumulative Remedies. The remedies given to Landlord in this Lease shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

10.11 Surrender of Premises. Unless expressly provided for otherwise in this Lease, on expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Premises and all Improvements on the premises, as follows: (a) all Improvements, and Building Equipment shall become Landlord's property; (b) Tenant shall deliver to Landlord possession of the Premises, in the condition this Lease requires, subject to any loss that this Lease does not require Tenant to restore; (c) Tenant shall surrender any right, title, or interest in and to the Premises and deliver such evidence and confirmation thereof as Landlord reasonably requires; (d) Tenant shall deliver the Premises free and clear of all subleases and liens, with the exception of any liens that Landlord or any of its agents caused; (e) Tenant shall assign to Landlord, without recourse, and give Landlord copies or originals of, all assignable licenses, permits,

contracts, warranties, and guarantees then in effect for the Premises; and (f) the parties shall cooperate to achieve an orderly transition of operations from Tenant to Landlord without interruption, including delivery of such books and records. Notwithstanding anything to the contrary in this paragraph, Tenant may remove its trade fixtures located on the Improvements and on the Premises from the Premises, but Tenant must complete such removal, if at all, before the expiration or earlier termination of this Lease. Tenant shall repair any material damage from any such removal. Tenant's trade fixtures and Building Equipment not removed before the expiration or earlier termination of this Lease shall be deemed abandoned.

11. GENERAL PROVISIONS

11.1 Force Majeure. Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either Landlord or Tenant is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing contained in this Section 11.1 shall excuse the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

11.2 Estoppel Certificates. Each party to this Lease (a "**Requesting Party**") may require the other party (a "**Certifying Party**") to execute, acknowledge, and deliver to the Requesting Party (or directly to a designated third party) up to four original counterparts of an Estoppel Certificate. The Certifying Party shall sign, acknowledge, and return such Estoppel Certificate within thirty (30) days after request, even if the Requesting Party is in Default. Any Estoppel Certificate shall bind the Certifying Party. "**Estoppel Certificate**" means a certification of, at least, each of the following:

11.2.1 This Lease is unmodified and in full force and effect, or, if there have been modifications, that this Lease is in full force and effect, as modified, in the manner specified in the statement; and

11.2.2 There are no uncured defaults or failures to perform any covenant or provision of this Lease on the part of the Requesting Party or specifying any such defaults or failures which are claimed to exist.

11.3 Attorneys' Fees. Should any litigation be commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation thereto, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for that party's attorneys' fees in that litigation that shall be determined by the court in that litigation or in a separate action brought for that purpose. In the case of Landlord, reasonable attorneys' fees shall include the salaries and benefits of the attorneys employed by Counsel for the Corona Redevelopment Agency.

11.4 Notices to Landlord. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or

given to Landlord by Tenant shall be in writing and shall be deemed duly served and given when personally delivered to Landlord or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Covina Redevelopment Agency at 125 E. College Street, Covina, California 91723, Attention: Executive Director, with a copy to Best Best & Krieger LLP, 5 Park Plaza Suite 1500, Irvine, California 92614, Attention: Agency Counsel. Landlord may change Landlord's address for the purpose of this section by giving written notice of that change to Tenant in the manner provided in Section 11.5.

11.5 Notices to Tenant. Any and all notices or other communications required or permitted by this Lease or by law to be served on or given to Tenant by Landlord shall be in writing and shall be deemed duly served and given when personally delivered to Tenant, any managing employee of Tenant, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Enterprise Rent-A-Car Company of Los Angeles at 17210 South Main Street, Gardena, California, 90248, Attention: Real Estate Department. Tenant may change its address for the purpose of this section by giving written notice of that change to Landlord in the manner provided in Section 11.4 of this Lease. Notice given by Landlord to Tenant in accordance with this Section 11.4 shall satisfy the requirements of Code of Civil Procedure Section 1160, et seq., and shall be instead of any notice required by such laws, not in addition to any notice required by such laws.

11.6 Holding Over. If for any reason or no reason Tenant remains in the Premises after the expiration or earlier termination of this Lease, then Landlord will suffer injury that is substantial, difficult, or impossible to measure accurately. Therefore, if Tenant remains in the Premises after the expiration or earlier termination of this Lease, for any reason or no reason, then in addition to any other rights or remedies of Landlord, Tenant shall pay to Landlord, as liquidated damages and not as a penalty, for each month (prorated daily for partial months) during which Tenant holds over after the expiration or earlier termination of this Lease, a sum equal to: One Thousand Dollars ($1,000) (for the first month or partial month of holding over), Two Thousand Dollars ($2,000) (for the second month or partial month of holding over), and Five Thousand Dollars ($5,000) (for each subsequent month or partial month of holding over).

11.7 Waivers. TENANT WAIVES ANY RIGHT OF REDEMPTION PROVIDED FOR BY LAW. TENANT WAIVES ANY RIGHT TO INTERPOSE ANY COUNTERCLAIM IN ANY ACTION BY LANDLORD TO ENFORCE THIS LEASE OR LANDLORD'S RIGHTS AND REMEDIES UNDER THIS LEASE.

11.8 Governing Law. This lease, and all matters relating to this Lease, shall be governed by the laws of the State of California, without application of conflicts of laws provisions or principles.

11.9 Binding on Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this Section 11.9 shall be construed as a consent by Landlord to any assignment of this Lease or any interest in the lease by Tenant.

11.10 Sole and Only Agreement. This Lease constitutes the sole and only agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the lease terms set forth in this Lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises, their leasing to Tenant by Landlord, or any other matter discussed in this Lease not expressly set forth in this instrument are null and void.

11.11 No Partnership or Joint Venture. Nothing in this Lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this Lease be construed to authorize either to act as agent for the other.

11.12 Time of Essence. Time is expressly declared to be of the essence of this Lease.

11.13 No Recording. Neither Landlord nor Tenant shall record this Lease without the written consent of the other.

11.14 Principles of Interpretation. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Lease. The parties have both participated substantially in its negotiation, drafting, and revision, with advice from counsel and other advisers. A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Lease. The words "**include**" and "**including**" shall be construed to be followed by the words: "without limitation." Each of these terms shall be interpreted as if followed by the words "(or any part of it)" except where the context clearly requires otherwise: Fee Estate; Improvements; Land; Leasehold Estate; Premises; and any other similar collective noun. Every reference to any document, including this Lease, refers to such document as modified from time to time (except, at Landlord's option, any modification that violates this Lease), and includes all exhibits, schedules, and riders to such document. The word "**or**" includes the word "**and**."

[Signatures on following pages]

SIGNATURE PAGE
TO
COMMERCIAL LEASE AGREEMENT

IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease as of the day and year first above written.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED IN THIS LEASE, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT TO SUCH TERMS. THE PARTIES AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

LANDLORD:

COVINA REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Daryl Parrish, Executive Director

ATTEST

By: _____
Agency Secretary

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By : _____
Agency Counsel

SIGNATURE PAGE
TO
COMMERCIAL LEASE AGREEMENT

TENANT:
ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC,
a Delaware Limited Liability Company

By: _____
Name/Title

EXHIBIT A
PREMISES LEGAL DESCRIPTION

THAT PORTION OF LOT 1, BLOCK 22 OF PHILLIPS TRACT, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGES 3 AND 4 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

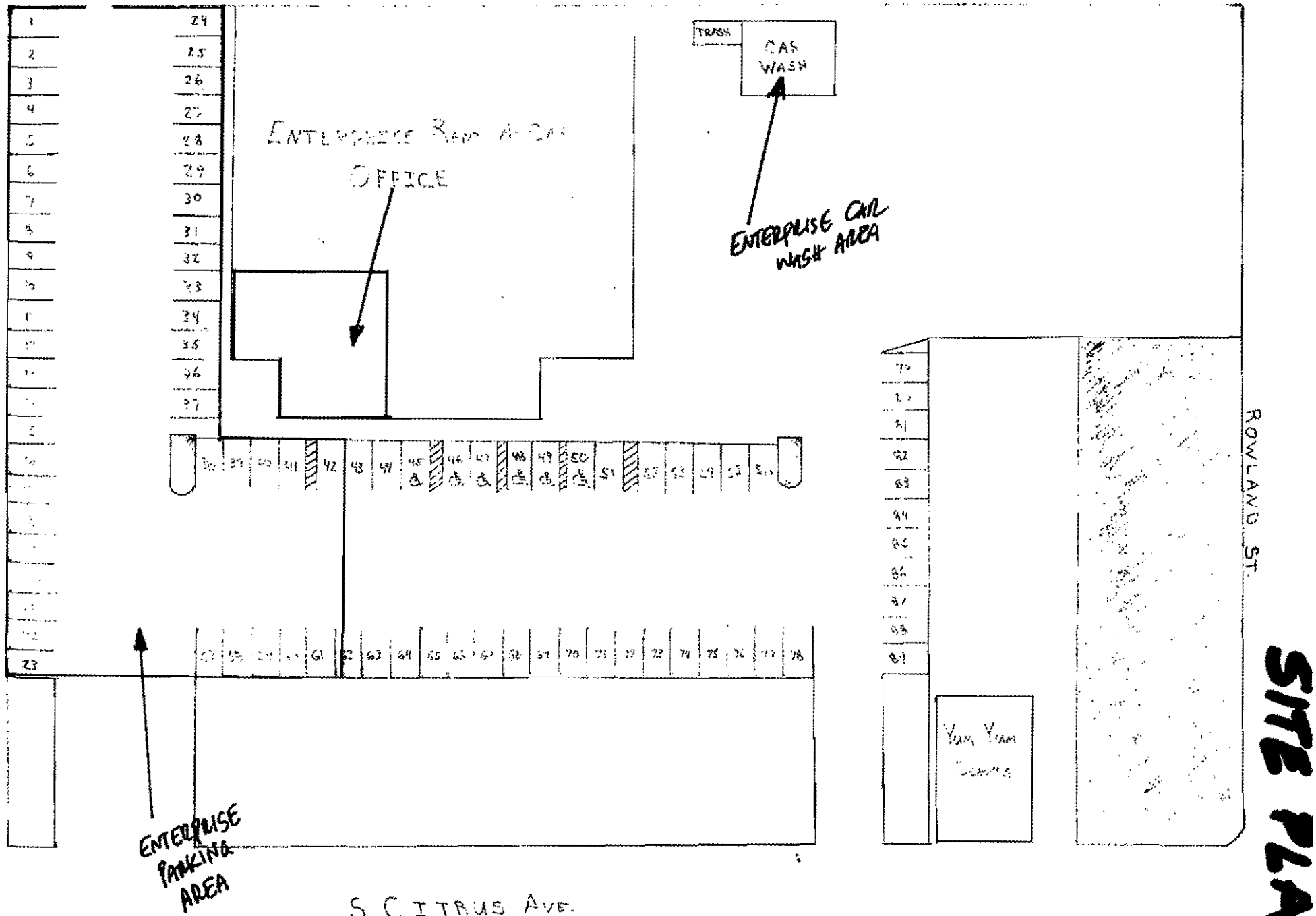
BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT THEREON SOUTH 89 DEGREES 15 MINUTES 40 SECONDS EAST 335.35 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 661.05 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF ROWLAND AVENUE,
99.00 FEET WIDE, AS SAID AVENUE IS SHOWN ON SAID MAP; THENCE ALONG SAID CENTER LINE, SOUTH 89 DEGREES 15 MINUTES 40 SECONDS EAST 98.92 FEET, MORE OR LESS, TO A POINT IN IN SAID CENTER LINE OF ROWLAND AVENUE, DISTANT THEREON NORTH 89 DEGREES 15 MINUTES 40 SECONDS WEST
233 FEET FROM THE INTERSECTION THEREON WITH THE CENTER LINE OF CITRUS STREET, 66.00 FEET WIDE, AS SAID STREET IS SHOWN ON SAID MAP; THENCE SOUTH PARALLEL WITH SAID CENTER LINE OF CITRUS STREET 249.50 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, SOUTH 89 DEGREES 15 MINUTES 40 SECONDS EAST 233 FEET TO THE CENTER LINE OF SAID CITRUS STREET; THENCE SOUTH ALONG SAID CENTER LINE TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT AND PROLONGATION THEREOF, NORTH 89 DEGREES 15 MINUTES 40 SECONDS WEST 331.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTHERLY 115.00 FEET, MEASURED ALONG THE EASTERLY LINE THEREOF.

ALSO EXCEPT THEREFROM THE INTEREST IN THAT CERTAIN STRIP OF LAND 17.00 FEET WIDE CONVEYED TO THE CITY OF COVINA BY DEED RECORDED JUNE 12, 1958 AS INSTRUMENT NO. 3887 IN BOOK D-125 PAGE 938 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Also known as 635 S. Citrus Avenue, Covina, CA
8453-001-906

See the attached site plan for location of leased premises.



SITE PLAN

EXHIBIT A

CITY OF COVINA/COVINA REDEVELOPMENT AGENCY/ COVINA HOUSING AUTHORITY
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** NB 1

STAFF SOURCE: Daryl Parrish, City manager
Robert Neiuber, Deputy Executive Director of Redevelopment

ITEM TITLE: Consider forming a City Council/Agency Board/Housing Authority sub-committee to review with staff developing changes related to the States proposed elimination of local redevelopment agencies and taking of local funds.

STAFF RECOMMENDATION

City Council/Agency Board/ Housing Authority to appoint two members of the City Council/Agency Board/Housing Authority to a sub-committee to review with staff developing changes related to the State's proposed elimination of local redevelopment agencies and taking of local funds.

FISCAL IMPACT

None

BACKGROUND

As part of his January budget proposal for FY 2011-12, Governor Brown has proposed the elimination of redevelopment agencies and the redirection of the property tax increment currently directed to these agencies. The Governor's proposal will not affect any projects that are already under contract with redevelopment agencies; however, there would be no dedicated State-level funding for new redevelopment projects. The budget proposal also calls for the creation of a successor agency that will fulfill the current debt obligations of redevelopment agencies. The budget proposal estimates that the successor agency will operate for approximately 20 years in order to meet all of the current obligations. Information regarding the budget is fragmentary and developing over time. The current budget proposal is not fully articulated and there are many unanswered questions, which will be dealt with in a legislative process and will unfold over time. Therefore, the following comments relative to our understanding of the proposed budget should be considered in that light.

Under the Governor's proposal to phase out redevelopment agencies, the state would receive $1.7 billion in relief for the General Fund FY 2011-12. The remainder of the redevelopment tax increment would be provided to the successor agency to address outstanding bond obligations. Beginning in FY 2012-13 and beyond, the incremental funds would be distributed to local governments according to existing property tax allocations and would be intended to pay for additional services that are realigned to local governments as well as for other functions of local governments such as education, police and fire protection. Additionally, a portion of the tax

increment would be provided to the successor agency in order to continue to service the debt contracted by the former redevelopment agencies.

The Governor's proposal to end redevelopment as we know it will have a devastating effect on the City of Covina in general and the Covina Redevelopment Agency in particular. Every possible effort needs to be made to avoid that outcome. However, at the same time it is prudent to take any available steps to retain local control over local resources. This report is consistent with that approach.

It should be noted that the Governor's proposal primarily affects non-housing redevelopment funds. With respect to housing funds, the Governor has proposed that Low- and Moderate-Income ("LMI") Housing Fund responsibilities be transferred to a local housing authority. The Governor's budget assumes that the local housing authority will use the LMI Housing Funds for activities that would otherwise have been eligible for funding from redevelopment agencies.

Given the foregoing and in an effort to continue to achieve the goals established the City's redevelopment agency and other housing policies established by the Housing Element of the general plan, it is recommended that the City Council consider forming a sub-committee to review with staff developing changes related to the States proposed elimination of local redevelopment agencies and taking of local funds. This will allow staff to react or preemptively act to protect these vital local funds

RELEVANCE TO THE STRATEGIC PLAN

Keeping up to date with the State's attempt to take local funds will help to enhance the financial stability of the City, retain the services provided by the City, improve the infrastructure of the City, provide for affordable housing and eliminate blight.

EXHIBITS

None

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.:** NB 2

STAFF SOURCE: Daryl Parrish, City Manager
Steve Henley, Director of Public Works
Kalieh Honish, Assistant Director of Public Works KH
Vivian Castro, Environmental Services Manager

ITEM TITLE: Approval of Amended and Restated Exclusive Franchise Agreement – Arakelian Enterprises, Inc.

STAFF RECOMMENDATION
Approve the Amended and Restated Exclusive Franchise Agreement – Arakelian Enterprises, Inc. subject to any substantive changes directed by the City Council and any non-substantive changes made by the City Manager and City Attorney.

FISCAL IMPACT
If the Amended and Restated Exclusive Franchise Agreement (proposed EFA) with Athens Services is approved, City accounts would be impacted as follows for the specified year(s):

- One-time cash payment of $2,000,000 to be placed in account 1010-0000-00-40880 in 2010-11.
- Annual cash payments of $200,000 to be placed in account 1010-0000-00-40880 in 2010-11 and yearly thereafter as long as proposed rolling term remains in effect.
- Decrease expenditures in 6200-5560-00-52150 and decrease customer payments in 6200-5560-00-46310 by $1,853,390.00 in 2011-12 and thereafter, resulting in a net of zero in 6200-5560-00 as a result of transferring residential waste collections and payment function to Athens Services.
- Decrease expenditures in 6200-5580-00-52160 by $887,080 and decrease customer payments in 6200-5580-00-46320 and 46325 by $313,570 and $541,080, respectively, in 2011-12 and yearly thereafter, as a result of transferring residential recycling collections and payment function to Athens Services.
- Decrease expenditures in 6200-5580-00-52155 in 2010-11 by $30,000 and $68,000 in 2011-12 and yearly thereafter due to elimination of Commerce Refuse to Waste charges.
- Increase funds in 6200-5580-00-46360 by $10,000 for 2010-11 and yearly thereafter for City beautification and cleanliness projects.
- Decrease revenues in 6200-5580-00-41990 by $90 for 2011-12 and yearly thereafter due to decrease in fee-for-service recycling permits issued.
- Decrease revenues in 6200-5580-00-46375 by $500 in 2010-11 and yearly thereafter due to the elimination of the refuse service restoration fee.

BACKGROUND

On October 5, 2010, the Council reviewed the solid waste disposal options that are expected to be available to the City after the closure of the Puente Hills Landfill in 2013. It was noted that existing options were likely to increase the cost of transporting and disposing of the City's municipal waste, green waste, and construction and demolition debris after the closure of the Puente Hills Landfill in 2013.

At that time, the Council directed staff to look into and report on possible alternative disposal opportunities available in partnership with the City's licensed solid waste hauler, Arakelian Enterprises, Inc. (Athens Services), in light of Athens' acquisition of American Organics (a composting facility) and its planned construction of a new materials recovery facility (MRF) in Irwindale. As requested by the City Council, staff conferred with Athens Services regarding the City's projected disposal and diversion needs. The City asked that Athens propose alternatives to help Covina achieve the following goals:

- Reduce waste processing, transportation, disposal and diversion costs.
- Improve residential refuse account customer service and stabilize refuse rates.
- Improve the community's financial stability.
- Support the City's efforts to comply with state solid waste mandates, including required construction and demolition debris recycling.
- Facilitate appropriate disposal of solid waste to minimize the detrimental impact of improper disposal on the environment.

The result of those discussions was a proposal by Athens Services that was presented at the November 2 Council Meeting. Council approved the proposal in concept and directed staff to draft amendments to the Refuse Collection Exclusive Franchise Agreement to reflect the proposal. Those amendments are contained in Exhibit A, "Amended and Restated Exclusive Franchise Agreement – Arakelian Enterprises, Inc.".

PROVISIONS OF THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT

The existing refuse agreement provides Athens Services an exclusive franchise for the collection, processing, transportation and disposal of residential refuse and commercial refuse within Covina. This agreement is for an eight year rolling term. The exclusive franchise does not currently include collection of recyclable materials, green waste or hazardous waste from commercial and industrial units.

The processing of residential recyclables is currently under a separate year-to-year contract entitled "Agreement for Processing Residential Commingled Recyclable Materials By and Between City of Covina and Arakelian Enterprises, Inc.".

The proposed Amended and Restated Exclusive Franchise Agreement differs from the existing agreement in the following aspects.

Major Provisions

- Extends rolling term provision of contract from current eight years to twenty years.

- Incorporates street sweeping into the Exclusive Franchise Agreement with provisions for CPI and landfill rate adjustments. The current street sweeping contract is a three year contract with up to two, one-year optional extensions. The contract is in its second extension and expires June 30, 2011. Under the existing contract, the per curb mile rate is $15.19 with an average of 763 miles per month, averaging $11,500 per month. Athens estimates that this curb mile rate is 30% under the market rate. By incorporating the street sweeping contract into the Amended and Restated Exclusive Franchise Agreement, it would become part of the twenty year rolling term. In addition, under the current contract, Athens may request, but the City is not required to provide, CPI adjustments. Under the new agreement, the $15.19 per curb mile rate is broken down into service and disposal components. The service component would be adjusted annually July 1 by CPI and the disposal component by the percentage change in the MRF gate fee.
- Incorporates the processing of residential recyclables into the Exclusive Franchise Agreement. Currently, the Agreement for Processing Residential Commingled Recyclable Materials is a separate contract that can be terminated with thirty days written notice.
- Extends the exclusive franchise to the collection of commercial and industrial recyclables.
- Eliminates third party recycling except as permitted by law (including hazardous waste haulers). For 2010-11, there are five fee-for-service recyclers permitted in Covina.
- Eliminates the "true-up" provisions and replaces the rate adjustment formula with one that is based on annual Consumer Price Index (CPI) changes and actual tipping fees.
- Provides for a mandatory minimum service level for residences, commercial and industrial facilities.

Impact on Diversion Options

- Athens will provide weekly residential recycling pickup without increasing service fees. This will facilitate recycling for residents and will increase the City's diversion rate.
- Athens will provide for composting of green waste at Athens Services' American Organics facility at a rate between the lowest to average for comparable processing.
- Athens will establish a pilot food waste composting program.
- Athens will provide C&D processing and recycling services through the Athens C&D MRF, resulting in 80% diversion, at a rate that is between the lowest to average for comparable processing.
- Athens will indemnify the City for the state-mandated 50% diversion rate or equivalent.

Impact on Appropriate Disposal

- Athens will provide free multi-family bulky waste pick up. Residential multi-family customers are currently required to pay $25 for the first item and $15 for additional bulky items to be picked up by Athens. In some cases, apartment renters will illegally dump these items in the public right-of-way to avoid paying the fee. By providing bulky item pickup at no additional cost to all residential customers, staff expects illegal dumping to decrease, thus reducing the burden on Streets Division staff and improving the City's appearance.
- Athens will provide 35 roll-offs annually for City clean-up events. By providing clean-up events throughout the City, staff expects illegal dumping to decrease, thus reducing the burden on Streets Division staff and improving the City's appearance.

- Athens to provide an annual contribution of $10,000 to City for projects that promote beautification and cleanliness in Covina.

Impact on Residential Account Customer Service

- Athens to provide residential billing on a quarterly basis, in advance. Athens will charge residential customers a billing fee in according to a schedule to be phased in over four years as follows:

Year 1	$0.22 per residential account, per month
Year 2	$0.44 per residential account, per month
Year 3	$0.66 per residential account, per month
Year 4	$0.88 per residential account, per month
Subsequent years	Adjust by CPI

  The 2010-11 refuse rates were calculated to include a residential billing fee of $0.67 per month. With Athens taking over residential billing, for 2010-11, the monthly billing fee will be reduced to $0.22 per month. Monthly refuse rates for residential basic service customers will, therefore, drop $0.48 to $25.14. For the average residential customer, this amounts to $5.76 in savings a year.
- In addition to handling all refuse billing, Athens will handle all refuse customer service and street sweeping customer service inquiries via the existing phone number, (626) 336-6100.
- Residential customers will be able to pay bills with credit cards under Athens' billing.

Impact on Community's Financial Stability

- Athens will provide a cash payment to the City in the amount of $2,000,000.
- Athens will provide annual payments to the City in the amount of $200,000 as long as the proposed 20 year rolling term of the Exclusive Franchise Agreement remains in effect.

CHANGES IMPACTING COVINA REFUSE CUSTOMERS

Covina refuse customers will be impacted by the Amended and Restated Exclusive Franchise Agreement in the following manner:

Residential Customers

Rate Changes

Due to a decrease in the billing fee to be charged by Athens for residential service, residential refuse rates will decrease as follows:

	Current Rate	Proposed Rate	Savings
90 Gallon Basic Service	$ 25.62	$ 25.14	$ 0.48 per month / $ 5.76 per year
60 Gallon Basic Service for Townhomes and Condos	$ 23.37	$ 23.16	$ 0.21 per month / $2.52 per year
30 Gallon Basic	N/A	$ 21.18	$ 4.44 per month /

Service for Low Income Seniors (as determined by City)			$ 53.28 per year (compared to 90 gallon basic service)
Multifamily residential bulky item pick-up	$ 25.00 for first item, $ 15.00 per additional items	Free	$ 25.00 minimum savings per pick up.
3 CY Temporary Bin	$ 174.44	$ 151.78	$ 22.66 savings per bin

Rates will continue to be adjusted once a year on July 1 of each year.

Service Changes

The proposed amendments will provide the following service level benefits to Covina residents:

- Weekly residential recyclables pick up. Currently, recyclables are serviced only once every two weeks.
- Bulky item pick-ups for multifamily residential units will be provided at no additional cost.
- There will be a 30 Gallon Barrel Option for low income seniors as determined by the City.

Billing and Customer Service Changes

- The billing cycle will change from retroactive two month billing to advance quarterly billing.
- Currently the City accepts cash and check payments only. With Athens taking over residential billing, credit card payments will be accepted for residential accounts.
- All customer service requests and billing inquiries for refuse and street sweeping will be made directly to Athens Services through the existing customer service phone number, (626) 336-6100. Customers wishing to make in person or cash payments will still have the option of taking those payments to City Hall.

Construction and Demolition (C&D) Recycling

Under the current contract, residential (and commercial and industrial customers) can use permitted recyclers as long as waste is only hauled and disposed of by Athens. The proposed EFA extends the exclusive franchise to construction and demolition waste recycling. Only household hazardous waste (including electronic waste) haulers, construction contractors and landscape gardeners under specified conditions will be allowed to haul in the City. These will still be required to obtain a Fee-for-Service permit from the City.

Commercial and Industrial Customers

Commercial and Industrial customers will not experience changes other than the expansion of the EFA to provide for exclusive C&D recycling as noted above.

RELEVANCE TO THE STRATEGIC PLAN

By proposing to partner with Athens Services to provide alternative, cost-controlled solid waste disposal and diversion capabilities, this item supports the City's goals of enhancing financial stability and becoming an environmentally sustainable community.

EXHIBITS

A. Resolution 11-6933.

REVIEW TEAM ONLY	
City Attorney: MA	**Finance Director:**
City Manager:	**Other:**

RESOLUTION NO. 11-6933

AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT BY AND BETWEEN CITY OF COVINA AND ARAKELIAN ENTERPRISES, INCORPORATED

THIS FRANCHISE AGREEMENT, made this 15th day of February in the year 2011 by and between the CITY OF COVINA, a municipal corporation duly organized and existing under the Constitution and Laws of the State of California ("CITY"), and ARAKELIAN ENTERPRISES, INCORPORATED, a California corporation ("CONTRACTOR") dba Athens Services.

WITNESSETH:

WHEREAS, the CONTRACTOR provided non-exclusive refuse collection services to the CITY from 1985 through 1992 and then began providing exclusive refuse collection services to all commercial, industrial, and residential units in the CITY on January 1, 1993; and

WHEREAS, such services have been provided under a series of franchise agreements; and

WHEREAS, the CITY and CONTRACTOR desire to supersede all prior franchise agreements through execution of this Franchise Agreement;

NOW, THEREFORE, the CITY and CONTRACTOR agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 AB 939 - "AB 939" shall include (i) the California Integrated Waste Management Act of 1989 which requires cities to reduce the amount of waste disposed by 25% by 1995 and 50% by the year 2000 through a variety of programs including promotion of source reduction, recycling, and composting and (ii) the Solid Waste Per Capita Disposal Measurement Act.

Section 1.02 Barrel - A receptacle with a capacity of 60 to 90 gallons, in colors blue, black and green provided by CONTRACTOR.

Section 1.03 Bin - Metal or plastic receptacle designed to be lifted and emptied mechanically for use at Residential, Commercial and Industrial Units.

Section 1.04 Broker – An individual or group of individuals that act as an agent or intermediary between the seller and buyers of Recyclable Materials. Normally, they do not take physical possession of the materials.

Section 1.05 Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction and Demolition Waste, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed in Barrels.

Section 1.06 Bundle - Tree, shrub and brush trimmings which are securely tied together forming an easily handled package not exceeding four feet in length or 35 lbs. in weight.

Section 1.07 City - City of Covina, California.

Section 1.08 Commercial Refuse - All Bulky Waste, Garbage, Rubbish and Stable Matter originating from stores, business offices, commercial warehouses, hospitals, educational, health care, military, and correctional institutions, non-profit research organizations, and government offices. Commercial Refuse does not include construction and demolition waste.

Section 1.09 Commercial Unit - A site zoned for a commercial business and which generates Commercial Refuse.

Section 1.10 Construction and Demolition Waste - Waste building materials resulting from construction, remodeling, repair or demolition operations.

Section 1.11 Contract Documents - This Franchise Agreement, the Contract Performance Bond, Insurance Certificates and any addenda or changes to the foregoing documents agreed to by the CITY and the CONTRACTOR including Exhibit A – Schedule of Rates, Exhibit B – Rate Adjustment, Exhibit C – Recyclable Materials to be Collected, Exhibit D – Green Waste Materials to be Collected, Exhibit E – Street Sweeping Services, Exhibit F – AB 939 Reporting Quantities, and Exhibit G – Sort Line Analysis.

Section 1.12 Contractor - The person, corporation or partnership performing Refuse collection and disposal under this Franchise Agreement with the CITY.

Section 1.13 Dealer – A person or firm who purchases Recyclable Materials, processes them to meet consumer standards, and transports them to the market.

Section 1.14 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, material recovery facilities, and incinerators, permitted or approved to receive Residential and Commercial Refuse from governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Section 1.15 End User – Firms or individuals that purchase Recyclable Materials for use as feedstock to replace the use of virgin raw materials.

Section 1.16 Franchise Agreement - This Contract Document which grants the CONTRACTOR an exclusive franchise for Residential and Commercial Refuse, Green Waste and Recyclables collection in the City of Covina.

Section 1.17 Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction and Demolition Waste, Hazardous Waste, Rubbish or Stable Matter.

Section 1.18 Green Waste - Yard waste and landscape debris such as grass clippings, leaves, weeds, tree trimmings and other plant materials separated from Residential, Commercial and Industrial Refuse.

Section 1.19 Green Waste Container - A receptacle used by Producers to separate Green Waste from Residential Refuse.

Section 1.20 Green Waste Processing Center - Center which accepts Green Waste for the purpose of organically breaking it down to create a compost material or for alternate use as an approved waste diversion under AB 939.

Section 1.21 Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law.

Section 1.22 Industrial Refuse - All Garbage, Rubbish, Bulky Waste, and Stable Matter originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, and publicly operated treatment works.

Section 1.23 Industrial Unit - A site zoned for an industrial business and which generates Industrial Refuse.

Section 1.24 Landfill – A disposal facility or part of a facility where solid waste is placed in or on land, for which there exists a current Solid Waste Facility Permit issued by the local enforcement agency and concurred by the California Integrated Waste Management Board.

Section 1.25 Material Recovery Facility - A facility that is permitted to receive shipments of mixed waste, refuse and commingled Recyclable Materials; a facility that performs sorting, baling, and waste transfer functions.

Section 1.26 Nondisposal Facility - All solid waste facilities required to obtain a permit pursuant to Article 1 of Chapter 3 of Part 4, of the Public Resources Code (commencing with Section 44001) except a disposal facility or a transformation facility.

Section 1.27 Producer - An occupant of a Residential, Commercial or Industrial Unit who generates Refuse, Recyclable Materials, or Green Waste.

Section 1.28 Recyclable Materials - Materials such as metal, aluminum, glass, paper and plastic, or other materials which can be used for constructive purposes rather than depositing them into a landfill.

Section 1.29 Recycling Container - A receptacle used by Producers to separate Recyclable Materials from Residential, Commercial and Industrial Refuse

Section 1.30 Recycling Processing Centers - Facilities, such as buyback centers and Material Recovery Facilities that receive shipments of Recyclable Materials and process, sort, separate, and bale Recyclable Materials.

Section 1.31 Recycling Services - Collection of Recyclable Materials or Green Waste that is separated by the Producer and placed into a Recycling Container or Green Waste Container and transported to a Recycling Processing Center or Green Waste Processing Center.

Section 1.32 Residential Refuse - Garbage, Rubbish, Bulky Waste, and Stable Matter generated from single family or multiple family dwellings.

Section 1.33 Residential Unit - A site occupied by a building which is zoned for residential occupation and whose occupants generate Residential Refuse.

Section 1.34 Residue – Material contained in the Recyclable Materials stream, which remains after all Recyclable Materials have been removed.

Section 1.35 Reuse – The ability to use a product, which might otherwise enter the waste stream, more than once in its same form and for the same purpose (e.g., a soft drink bottle is reused if it is returned to and refilled by the bottle company).

Section 1.36 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction and Demolition Waste, Garbage, Hazardous Waste, Stable Matter, or Special Wastes.

Section 1.37 Secondary Materials – Any Recyclable Material that is removed or diverted from the waste stream and used in place of a primary or raw material in the manufacturing of a product.

Section 1.38 Special Wastes - Flammable waste, containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.), waste transported in large containers, liquid waste, sewage sludge, waste from pollution control processes, residue and debris from the cleanup of a spill or release of chemical substances, commercial products, contaminated soil, dead animals, waste water, explosive substances, radioactive materials, infectious waste, hazardous materials, and medical waste.

Section 1.39 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

ARTICLE II. EXCLUSIVE FRANCHISE AGREEMENT

Section 2.01 Grant of Exclusive Franchise

This Franchise Agreement grants an exclusive right as provided herein and pursuant to Covina City Council Resolutions 87-4866 and 89-5063, Chapter 8.08 of the Covina Municipal Code and to future amendments to Chapter 8.08 (hereinafter, 'Chapter 8.08') and California

Public Resources Code Section 40059(a) (1) to ARAKELIAN ENTERPRISES, INC., dba Athens Services, a California corporation (CONTRACTOR) for collection, processing, transportation, and disposal of Residential Refuse, Commercial Refuse and Industrial Refuse within the City of Covina.

The grant of this exclusive right shall extend to the collection and transportation of Recyclable Materials and Green Waste generated by Residential, Commercial and Industrial Units, except as otherwise provided herein.

Section 2.02 Scope of Franchise: Exclusions

The franchise granted to CONTRACTOR shall be exclusive except as to the following categories of Refuse, Recyclable Materials and Green Waste listed in this Section 2.02. The granting of this franchise shall not preclude the categories of Solid Waste, Recyclable Materials and Green Waste listed below from being delivered to and collected and transported by others in the manner specifically described, provided that every Residential, Commercial and Industrial Unit within the City shall be required to maintain service equivalent to other similar residences, commercial establishments or industrial facilities:

(a) Green Waste and other compostables removed from a premises by a gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service;

(b) By-products of sewage treatment, including sludge, grit and screenings;

(c) Hazardous Waste;

(d) Individual Residential, Commercial and Industrial Units may sell or donate Recyclable Materials separated or removed from Residential, Commercial and Industrial Refuse, as applicable, or may compost Green Waste, subject to applicable federal and state laws, rules and regulations; provided, however, that no consideration may be paid to any entity other than CONTRACTOR for collecting, processing or transporting such Recyclable Materials or as a consulting fee for recycling services. A discount or reduction in price for collection, disposal and/or recycling services for any form of unsegregated or segregated Residential, Commercial or Industrial Refuse is not a sale or donation of Recyclable Materials; and

(e) A construction contractor may utilize its own trucks and employees to remove building materials from a construction site; provided that such construction contractor must deposit such building materials at CONTRACTOR's MRF facility and achieve a 50% diversion rate. Contractors not utilizing their own trucks and employees or not achieving 50% diversion, must contract for service with CONTRACTOR.

Section 2.03 Franchise Area Defined

The Franchise Area granted by this Franchise Agreement shall be all residential, commercial, industrial, and construction premises located in the City of Covina and may be subject to change pursuant to Chapter 8.08.

Section 2.04 Annexation Covered by Existing Franchise

The exclusive right granted to the CONTRACTOR through this Franchise Agreement extends to any territory annexed to the CITY hereafter except to the extent that collection within such territory so annexed would be unlawful or violate the legal rights of another person. The exclusive right in each annexed territory shall commence ninety (90) days after each such annexation is completed, unless the CITY determines otherwise.

Section 2.05 Acceptance; Waiver

CONTRACTOR agrees to be bound by and comply with all the requirements of Chapter 8.08 and this Franchise Agreement. CONTRACTOR waives CONTRACTOR's right to challenge the terms of this Franchise Agreement and Chapter 8.08 under Federal, State or local law, administrative regulation, or individual agreements with Producers as such laws, regulations, or Producer agreements existing as of the date of execution of this Franchise Agreement. CONTRACTOR waives any right or claim to serve the CITY or any part of the CITY under any prior grant of franchise, contract provision, license or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

Section 2.06 Scope of Work

The intention of this Franchise Agreement is to cover all services being provided by CONTRACTOR as of the effective date hereof. The work under this Franchise Agreement shall consist of the items contained in the Franchise Agreement, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

ARTICLE III. RESIDENTIAL COLLECTION

Section 3.01 Residential Refuse Collection

(a) CONTRACTOR shall provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Barrels shall be placed at curbside not before twenty-four (24) hours prior to the scheduled collection day (but before 6:00 a.m.) and removed within twenty-four (24) hours after the collection day.

(b) The CONTRACTOR shall provide, at no additional charge, special collection of Bulky Waste and Bundles of Green Waste upon request of any customer; provided however, that CONTRACTOR shall not be required to make more than 70 such special collections per day.

(c) Collection of Residential Refuse from multi-family units shall be provided either on a basis equivalent to curbside or alley single family service, or will be provided to central location(s) throughout a multi-family residential complex. Collection of Residential Refuse contained in Barrels at a central location(s) may be subject to a rate different than single family collection rates and limited to multi-family complexes with 3 or fewer

units. These rates are set forth in Exhibit A and will be adjusted in accordance with Exhibit B.

Section 3.02 Location of Barrels, Bulky Waste Items and Bundles of Green Waste for Collection

Each Barrel, Bulky Waste Item and Bundle of Green Waste shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled CITY roadways (including alleys). Barrels, Bulky Waste and Bundles of Green Waste shall be placed as close to the roadway as practicable, against the curb, without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Barrels, Bulky Waste Items and Bundles of Green Waste shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any Barrel, Bulky Waste Item and Bundle of Green Waste not so placed, or that is contaminated, and shall place a notice on any item not collected explaining the reason for non-collection.

Section 3.03 Automated Refuse, Green Waste, and Recycling Service

The CONTRACTOR shall provide automated refuse, green waste, and recycling collection service for Residential Units using Barrels to dispose of refuse, and shall not impose any fee or charge for Barrel delivery except as provided herein. The program consists of the following responsibilities:

(a) CONTRACTOR shall supply and distribute to each Residential Unit one black, 90-gallon Barrel for the collection of Residential Refuse, one blue, 90-gallon Barrel for the collection of Recyclable Materials and one green, 90-gallon Barrel for the collection of Green Waste. As an alternative, low income Residential Unit customers, as determined by the City, can elect to receive a black 30-gallon or 60-gallon Barrel for the collection of Residential Refuse. In the event, however, that more than five percent (5%) of the Residential Unit customers in City request 30-gallon or 60-gallon Barrels, CONTRACTOR and CITY will meet and confer to agree upon pricing for additional 30-gallon and 60-gallon Barrels above the five percent threshold. Condominium units and other multi-family units receiving Barrel service on a door-to-door basis, shall be provided, at the customer's option, with either two 60-gallon Barrels, one black, one blue and one 90-gallon green or three 90-gallon Barrels, provided that the Barrel size and number to be distributed to multi-family complexes of 3 or fewer units will be determined jointly by CONTRACTOR and CITY working with the owners and occupants of these complexes of 3 or fewer units. Other multi-family complexes of 4 or more units requiring collection service at a central location(s) shall be assessed on an individual basis and be provided with Bins to meet their individual needs.

(b) CONTRACTOR shall provide automated curbside collection service for the collection of Residential Refuse, Green Waste and Recyclable Materials to each Residential Unit one (1) time per week. Barrels shall be placed at curbside not before twenty-four (24) hours prior to scheduled collection day (but before 6:00 a.m.) and removed within twenty-four (24) hours after collection day.

(c) The CONTRACTOR shall collect the Recyclable Materials which are identified in Exhibit C. The CITY shall have the right to initiate an amendment to this listing of materials. CITY and CONTRACTOR shall mutually agree on the amended list of materials to be collected with both parties also agreeing on arrangements to educate customers about the added materials, how collection of these materials is to be accomplished, and any additional collection charges for the added materials. CONTRACTOR shall collect the additional materials pursuant to mutual agreement on these points.

(d) Upon collection of Recyclable Materials, CONTRACTOR shall transport said materials to one of CONTRACTOR's facilities or to a subcontracted facility licensed to receive and process such materials and equipped to process such materials in an effort to obtain the diversion rate provided in this Franchise Agreement.

(e) CONTRACTOR shall collect Green Waste which is identified in Exhibit D. The CITY shall have the right to initiate an amendment to this listing of materials. The CITY and CONTRACTOR shall mutually agree on the amended list of materials to be collected with both parties also agreeing on arrangements to educate the customers about the added materials, how collection of these materials is to be accomplished, and any additional collection charges for the added materials. CONTRACTOR shall collect the additional materials pursuant to mutual agreement on these points.

(f) Upon collection of Green Waste, CONTRACTOR shall transport said materials to Puente Hills Landfill for use by the landfill as alternative daily cover (ADC) unless it is beyond the CONTRACTOR's ability to do so. It is the responsibility of the CONTRACTOR to notify the CITY within thirty (30) days after there is any indication that the Disposal Site or Green Waste Processing Center may not be accessible to the CONTRACTOR for deposit of Green Waste collected from Covina. Upon closure of the Puente Hills Landfill, Green Waste shall be processed and composted by CONTRACTOR at one of its facilities. The disposal rate for Green Waste processed at CONTRACTOR's facilities shall be between the average to lowest price per ton charged for comparable processing at CONTRACTOR's facilities.

(g) CONTRACTOR shall provide Barrel rollout service for disabled customers at no charge. These customers shall be defined as persons who qualify and receive a written letter from their physician indicating that they are physically unable to roll out Barrels used for Residential Refuse, Green Waste, and Recyclable Materials collection. CONTRACTOR shall provide free manual roll out services for this category of residents due to their physical limitations. For customers not qualified for free roll out service, CONTRACTOR shall provide roll out service to those who order and agree to pay for such service. The monthly charge for such services is set forth in Exhibit A of this Franchise Agreement. The following conditions shall apply to all pay roll out services:

(i) Barrels must be accessible and any debris surrounding Barrels will not be picked up by CONTRACTOR's personnel.

(ii) Roll out service shall be available at rates specified in Exhibit A for Barrels located fifty (50) feet or less from truck pick-up point (it is understood that this distance will cover the majority of households requesting this service).

(iii) Rates for roll out service as established in Exhibit A shall be subject to a rate adjustment pursuant to Exhibit B.

(h) If any Barrel is not used by the customer in the manner specified by the automated collection program, the CONTRACTOR shall use a bilingual (English, Spanish) red tag to advise the customer of proper use.

(i) CITY and CONTRACTOR shall work together to prevent the frequent change in number and size of Barrels issued to one Residential Unit or to a multi-family complex. This may involve the application of a fee for Barrel delivery. The amount of the fee, and criteria for its application, must be approved by the CITY prior to it being applied.

ARTICLE IV. COMMERCIAL AND INDUSTRIAL COLLECTION

Section 4.01 Service Provided

At a minimum, CONTRACTOR shall offer and provide upon request to all Residential, Commercial and Industrial Units, Barrel collection service at least one (1) time per week, and Bin collection service in Bin size capacities of one-and-a half (1.5) cubic yards, two (2) cubic yards and three (3) cubic yards, and collection service to each customer for each Bin size at a frequency of one (1) time per week, two (2) times per week, three (3) times per week, four (4) times per week, five (5) times per week, and six (6) times per week. Up to thirty (30) cubic yard Roll-Off Bin service shall also be provided upon request. All Producers shall have a right to change Bin sizes and frequency of service upon thirty (30) days notice and CONTRACTOR shall provide such service and adjust the customer rate to correspond with the service level changes according to the rates established in this Franchise Agreement. If a multi-family complex of 3 or fewer units elects to have Barrel collection service, the rate will be established in accordance with other rates as set forth in Exhibit A or as otherwise modified.

Section 4.02 Location of Bins for Collection

CONTRACTOR shall provide Bins for Residential, Commercial and Industrial Units whenever customers request their use, and shall not impose any fee or charge for delivery of such Bins, other than in connection with temporary or roll-off services. Each Bin shall be placed in an accessible, outside location on a hard surface according to individual agreement. CONTRACTOR may decline to collect Refuse in Bins not so placed.

Section 4.03 Material Recovery Facility Processing

(a) The CONTRACTOR will process the entire commercial and industrial waste stream through its Material Recovery Facility (MRF).

(b) The CONTRACTOR will provide a monthly report in the form attached hereto as Exhibit F within forty-five (45) days after the end of each month.

(c) The rates for processing the commercial and industrial waste stream through the CONTRACTOR'S MRF, which include collection, processing, transportation and disposal, are attached to this Franchise Agreement as Exhibit A.

ARTICLE V. RECYCLING SERVICES

Section 5.01 Scope of Services

(a) Upon receipt of Recyclable Materials, CONTRACTOR shall perform sorting and baling functions appropriate to ensure that the Recyclable Materials recovered are segregated into marketable units. That is, CONTRACTOR shall process Recyclable Materials such that the materials are in a form desirable to recycling Dealers, Brokers and End Users as Secondary Materials or that can be Reused.

(b) After CONTRACTOR performs sorting and baling functions, CONTRACTOR shall market or sell Recyclable Materials to Dealers, Brokers and End Users as Secondary Materials or as Reuse materials or items. CONTRACTOR shall not knowingly allow any of its employees, agents or buyers such as Dealers, Brokers, or End Users to dispose of any of the CITY's Recyclable Materials as Residential Refuse into a Landfill.

(c) CONTRACTOR shall ensure that all Residential Refuse and Residue, which may by inadvertently discarded by Residential Unit occupants along with Recyclable Materials, is properly disposed of at a Landfill in accordance with all state and local laws and regulations.

(d) It is the intention of CONTRACTOR to provide processing and disposal services for Recyclable Materials collected from Residential Units; Hazardous Wastes are excluded from the scope of work included in this Franchise Agreement.

(e) The CITY and the CONTRACTOR may make additions to the Scope of Services as noted in this Section 5.01 by mutual written agreement only.

Section 5.02 Standards of Performance

CONTRACTOR and CITY agree as follows:

(a) During the term of this Franchise Agreement, adequate facility processing capacity shall be available to accommodate the CITY's generation of Recyclable Materials.

(b) CONTRACTOR shall strictly observe and protect the rights of privacy of the residents of the CITY, and shall use commercially reasonable efforts to comply with all applicable laws and regulations concerning privacy. That is, information on Recyclable Materials which identifies individual CITY residents shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the CITY's resident.

(c) The reports provided pursuant to Section 11.03 on amount of Recyclable Materials recovered by CONTRACTOR from the CITY shall be based on accurate samples of the

CITY's Recyclable Materials loads. Loads are to be sampled and reported to the CITY at least one time per year or more frequently if requested by CITY. CONTRACTOR is required to notify the CITY of the time and location of the sampling thirty (30) days in advance and shall accommodate the CITY's involvement in the sampling process if requested.

ARTICLE VI. COLLECTION AT CITY FACILITIES

Section 6.01 Service Provided

(a) CONTRACTOR shall provide free of charge collection services for all Refuse (Residential, Commercial and Industrial as defined herein) for all CITY facilities (including by way of example, but not limited to, City Hall, City Yard, Parks, Police and Fire Building, Library, Recycle Center, Joslyn Center, Girl Scout House and CITY street receptacles) and shall provide necessary Bins as required, free of charge, in accordance with a collection schedule to be established by CITY's City Manager or his designee.

(b) CONTRACTOR shall provide free of charge collection of separated green waste at CITY's Maintenance Yard. CONTRACTOR shall report to the CITY where the materials are taken and the tonnage of the materials. This information shall be reported to the CITY with the information as required in Section 8.01.

(c) CONTRACTOR shall provide free of charge up to thirty-five (35) Bins annually to the CITY to be used as directed by the CITY for communitywide and neighborhood clean up events to be held in the CITY at various times throughout the year scheduled at least two weeks prior to the date such Bins are needed.

(d) CONTRACTOR shall provide an annual contribution of ten thousand dollars ($10,000) towards a project in the CITY as directed by the CITY that shall promote beautification or cleanliness in the CITY.

ARTICLE VII. BULKY WASTE COLLECTION

CONTRACTOR shall collect Bulky Waste and Bundles from Residential Units (including multifamily Residential Units) at curbside on an on-call basis and free of charge, and deliver these materials to Nondisposal Facilities, Materials Recovery Facilities, or Recycling Processing Centers for recovery of Recyclable Materials when it is reasonable to do so; otherwise the materials will be delivered to a Disposal Site. The following conditions shall apply:

Section 7.01 Customer Service

(i) Bulky Waste and Bundles are to be collected on a Residential Unit's regularly scheduled collection day or, in the case of a multifamily Residential Unit with Bin service, on the residential collection day for the residential district in which the multifamily Residential Unit is located; (ii) CONTRACTOR is to be notified by customer twenty-four (24) hours in advance that items need to be collected; otherwise items will be collected the following regularly scheduled collection day; (iii) the number of pick-ups per day shall be limited to seventy (70) and the items

per household shall be limited to a volume equivalent to approximately two (2.0) cubic yards. Customers requesting Bulky Waste or Bundle collection on an excessively frequent basis, e.g., weekly or biweekly, shall not be continually serviced.

Section 7.02 Restrictions

(i) CONTRACTOR may use trucks used to service the City of West Covina and shall be allowed to commingle Bulky Waste items or Bundles collected in West Covina with Bulky Waste items and Bundles collected in the City of Covina; (ii) Section 10.02(c) of this Franchise Agreement shall apply to the collection of Bulky Waste and Bundles from Residential Units with tonnage of these materials reported based on a daily distribution of number of pick-ups, Covina vis-a-vis West Covina; (iii) No pick-ups beyond that allowed through this section shall be provided by CONTRACTOR.

Section 7.03 Reporting

CONTRACTOR shall report to the CITY the number of monthly pick-ups and the amount of Bulky Waste and Bundles disposed of on a monthly basis pursuant to Section 11.01 of this Franchise Agreement.

Section 7.04 Compliance With Applicable Laws

CONTRACTOR shall comply with the metallic discards legislation, Assembly Bill 1760, in handling of Bulky Waste items. CONTRACTOR shall also use commercially reasonable efforts to be in material compliance with all other applicable laws, regulations, and/or orders promulgated, adopted, or enforced by any governmental agency.

ARTICLE VIII. CONSTRUCTION WASTE AND DEMOLITION DEBRIS

CONTRACTOR shall provide for the collection, transportation, processing and disposal of Construction and Demolition Waste collected from projects occurring on private property. CONTRACTOR shall provide such containers, bins, impoundments or vehicles as agreed with the Customer. The processing rate per ton will be between the average to lowest cost for comparable processing charged by CONTRACTOR in Los Angeles County.

ARTICLE IX. STREET SWEEPING SERVICES

CONTRACTOR shall sweep CITY streets in accordance with the specifications set forth in Exhibit E attached hereto and incorporated by this reference. CITY shall pay to CONTRACTOR the fees for all street sweeping services in accordance with Exhibit A attached hereto and incorporated by this reference.

ARTICLE X. OPERATION

Section 10.01 Hours of Operation

Collection of Refuse shall not start before 6 a.m. or continue after 6 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the

CITY and CONTRACTOR, or on a one-time basis when CONTRACTOR reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

Section 10.02 Routes of Collection

Collection routes shall be established by the CONTRACTOR for the following Producers: (1) Residential Units disposing of Residential Refuse using Barrels and Bundles; (2) Residential Units discarding Recyclable Materials using Barrels; (3) Residential Units discarding Green Waste using Barrels and (4) Residential, Commercial and, Industrial Units using Bins to dispose of Refuse.

(a) For Residential Units receiving Barrel collection service, CONTRACTOR shall designate geographic areas within the CITY limits and identify households, by street address, to be served within the designated areas as well as the service frequency and day of week of service. Each route so designated shall be assigned to specified collection vehicles which will be identified by number. CONTRACTOR has submitted a map and the route information, as specified herein, and shall continue to do so either at the request of the CITY or when there are major changes in such information in order to denote changes in geographical areas served, households served and any changes in collection vehicle assignments. CONTRACTOR shall provide this information separately for Refuse collection routes and Recycling Service routes. CONTRACTOR may be forced to reroute trucks or use trucks from one route to service another route due to circumstances outside the control of the CONTRACTOR.

(b) CONTRACTOR shall establish collection routes for Residential Units, Commercial Units, and Industrial Units receiving Bin service, separately from Residential Barrel service customers. Each route so designated shall be assigned to specified collection vehicles which will be identified by number. For all Bin routes, the customer name, address, frequency of service, and size of Bin for each Bin shall be reported to the CITY. CONTRACTOR shall submit this information in order to denote changes in truck assignments and other route information. The information to be provided shall be formatted similarly as in the following example:

MONDAY

Route 1, Truck 46

Truck #	Day	Customer	Address	Frequency Week	Bin Sz Yds
46	Mon	Customer A	St Address	5	3.0
46	Mon	Customer B	St Address	3	3.0
46	Mon	Customer C	St Address	1	1.5

Route 2, Truck 47

Truck #	Day	Customer	Address	Frequency Week	Bin Sz Yds
47	Mon	Customer D	St Address	5	3.0
47	Mon	Customer D	St Address	5	3.0
47	Mon	Customer E	St Address	1	1.5

Route 3, Truck 46

Truck #	Day	Customer	Address	Frequency Week	Bin Sz Yds
46	Tue	Customer A	St Address	5	3.0
46	Tue	Customer F	St Address	3	3.0
46	Tue	Customer G	St Address	1	1.5

Route 4, Truck 47

Truck #	Day	Customer	Address	Frequency Week	Bin Sz Yds
47	Tue	Customer D	St Address	5	3.0
47	Tue	Customer D	St Address	5	3.0
47	Tue	Customer H	St Address	1	1.5

A listing of all commercial Barrel and Bin customers with routine or regular monthly service shall be provided to the CITY upon request. For each Bin customer, bin size and frequency of service shall be provided. One of the purposes of this information will be to comply with AB 939.

(c) Specified and identified collection vehicles containing Residential Refuse from Barrel service customers are not to collect Refuse from Residential Units, Commercial Units, or Industrial Units, using Bins to dispose of their Refuse, and vice versa. Any collection by route assigned vehicles of any Refuse, Residential or otherwise, not within the CITY'S jurisdiction is prohibited under this Franchise Agreement.

(d) CONTRACTOR shall cooperate with the CITY on establishing separate routes serving Residential Units, Commercial Units and Industrial Units, for the purpose of reporting disposal amounts from these categories of Producers. As a fallback measure, the disposal weights from these Producers may be calculated on the basis of volume.

(e) CITY reserves the right to reasonably change the configuration of any route. The CONTRACTOR shall cooperate and give written notice to the affected Refuse customers of any changes by the CITY or the CONTRACTOR. One truck may service multiple routes due to the volume of residential refuse or green waste collected on a particular day.

Section 10.03 Holidays

The following shall be holidays for purposes of this Franchise Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

CONTRACTOR may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves CONTRACTOR of its obligation to provide collection service at least once per week. In the event that CONTRACTOR elects to suspend collection service on any holiday, CONTRACTOR shall provide service on the following day, and shall not impose any fee or charge for overfilled Bins for such postponed collection.

Section 10.04 Public Access and Service Complaints

(a) CONTRACTOR's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. noon on Saturday. A representative of CONTRACTOR shall be available during office hours for communication with the public at CONTRACTOR's principal office. In the event that a customer complaint cannot be rectified during normal business hours over the telephone, a representative of CONTRACTOR shall agree to meet with the customer at a location agreeable to CONTRACTOR and the customer which is located within the CITY. Notwithstanding the foregoing, any CITY facility shall be deemed to be agreeable to CONTRACTOR for purposes of this paragraph. Normal office hours telephone numbers shall either be a local or toll free call.

(b) All customer complaints shall be directed to CONTRACTOR. CONTRACTOR shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant, and nature of complaint). CONTRACTOR shall use its best efforts to resolve all complaints by close of business of the second business day following the date on which such complaint is received. Service complaints may be investigated by the City Manager or the City Manager's designee. If the complaint cannot be resolved by the City Manager's designee, the matter may be referred to the City Manager for review.

(c) CONTRACTOR shall maintain records listing the date of customer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the CONTRACTOR to resolve the complaint. All such records shall be maintained for a period of one year and shall be available for inspection by CITY. CONTRACTOR shall prepare monthly summaries of customer complaints. The summaries shall be available and delivered upon request to the City Manager or the City Manager's designated representative.

Section 10.05 Collection Equipment

(a) The CONTRACTOR shall provide an adequate number of vehicles for regular collection services. All vehicles shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean, safe, and in good repair and shall keep all collected materials covered during transportation. Such vehicles shall be kept and maintained free from any leaks, including, without limitation, leaks of hydraulic oil, brake fluid, engine oil, fuel, or transmission fluid. Each vehicle shall have clearly visible on each side the identity and telephone number of the CONTRACTOR. All regular collection vehicles utilized in the CITY shall be painted a uniform color and shall have the words COVINA DISPOSAL prominently painted on two sides of the vehicle. All Bins shall be painted a uniform color also, and repainted, repaired, and/or cleaned as necessary to avoid the production of offensive odors or a dilapidated or rusted appearance.

(b) During the term of this Franchise Agreement, CONTRACTOR shall not introduce into service in Covina vehicles previously used elsewhere that are not "alternative-fuel heavy-duty vehicles" or "pilot-ignition heavy-duty vehicles," as those terms are defined in Rule 1193 adopted by the South Coast Air Quality Management District, as it may be amended. Notwithstanding the foregoing, CONTRACTOR may use vehicles not meeting the criteria in the preceding sentence on a temporary basis, not to exceed thirty (30) days. In providing services under this Agreement, CONTRACTOR shall comply in all respects with: (i) Rule 1193; (ii) the "Final Regulation Order" adopted by the California Air Resources Board regarding diesel particulate matter control measures for solid waste collection vehicles, including all implementing regulations, as they may be amended; and (iii) all other applicable rules, statutes, orders, or other forms of mandate issued or adopted by a government agency with jurisdiction over air quality. Upon request from CITY, CONTRACTOR shall provide records of all collection vehicles in service in Covina, including fuel source and engine and chassis numbers. In addition to any indemnification obligations set forth elsewhere in this Agreement, CONTRACTOR shall defend, indemnify, and hold harmless CITY against any fines, penalties, losses, or claims arising out of CONTRACTOR's failure to comply with this paragraph.

Section 10.06 Office

The CONTRACTOR shall maintain an office or such other facilities through which it can be contacted within a reasonable distance to provide local service. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. CONTRACTOR shall provide fifteen (15) days notice in accordance with Section 20.13 prior to any changes of office location or mailing address.

Section 10.07 Hauling

(a) In order to prevent drainage into the storm drain system and to prevent litter from entering streets and storm drains and comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Permit, refuse hauled by the CONTRACTOR

shall be so contained, tied or enclosed that leaking, spilling or blowing onto the streets, alleys, roadways, and gutters is reasonably prevented.

(b) CONTRACTOR shall not cause or permit the private property or CITY streets or property to be littered with trash or other debris because of CONTRACTOR's activities under this Franchise Agreement. CONTRACTOR shall clean up any such trash or debris in the immediate vicinity of any Barrel, Bin and/or storage area that results from collection services under this Franchise Agreement. In the event of repeated litter not caused by CONTRACTOR directly, CONTRACTOR shall first notify the customer and, if litter continues, CONTRACTOR may request the CITY's assistance to rectify the situation.

Section 10.08 Disposal

All Refuse collected for disposal by the CONTRACTOR shall be hauled to CONTRACTOR-selected Disposal Sites. The charge for disposal shall be included in the rate set forth in this Franchise Agreement for each Residential, Commercial and industrial Unit serviced by the CONTRACTOR.

Section 10.09 Notification

The CONTRACTOR shall notify all Commercial and Industrial Producers about complaint procedures, bin rates, regulations, and day(s) for scheduled Refuse collection. The CONTRACTOR shall also notify all Residential Refuse Producers about complaint procedures, residential rates and days for scheduled Refuse collection.

Section 10.10 Point of Contact

All dealings, contacts, etc., between the CONTRACTOR and the CITY shall be directed by the CONTRACTOR to CITY'S City Manager or his or her designee and by the CITY to CONTRACTOR'S Executive Vice President.

Section 10.11 Impoundment of Unauthorized Bins

In the event an unauthorized provider of solid waste services sets out Bins anywhere in the CITY, in violation of the exclusivity provision set forth in Article 2.00 of this Franchise Agreement, the CITY may delegate to CONTRACTOR the authority to remove and impound such Bins upon terms to be agreed upon by the CITY and CONTRACTOR at such time. CONTRACTOR agrees to indemnify and hold CITY harmless against all claims and causes of action arising out of CONTRACTOR's failure to comply with CITY's Municipal Code in connection with impounding any such Bins.

Section 10.12 Food Waste Pilot Program

CONTRACTOR shall initiate a commercial food waste pilot program for the disposal or composting of food waste from restaurants and other commercial food service businesses located in the CITY. Prior to the initiation of such program, the CITY and CONTRACTOR shall agree upon the terms of the pilot program. At the conclusion of the pilot program, CITY and

CONTRACTOR shall meet and confer regarding the continuation and/or expansion of the program.

ARTICLE XI. REPORTING AND ROUTE AUDITING

Section 11.01 Monthly Reports of Disposal

(a) In order to comply with AB 939, related laws and regulations, to properly manage waste reduction programs, the CONTRACTOR shall provide monthly reports by the 20th of each month following the reporting month on the amount of waste collected, diverted, and disposed from all Barrel and Bin service customers, including (1) Residential Units with Barrel service, (2) Residential Units, Commercial Units and industrial Units with Bin service. The information provided for each category of customers shall reflect the Disposal Site destination point where the Refuse was taken and disposed. The tonnage will be included in this monthly report and will be totaled for each category of refuse customer. This report shall be formatted as set forth in Exhibit F attached hereto.

(b) The refusal, failure, or neglect of the CONTRACTOR to file any of the reports required or the inclusion of any material false or misleading statement or representation made knowingly by the CONTRACTOR in such report is prohibited under this Franchise Agreement.

Section 11.02 Route Auditing

In order to verify reports of disposal amounts collected by CONTRACTOR from each designated route, the CITY shall be entitled to conduct an audit of any designated route upon demand. The audit demand will be made by the CITY by telephone forty-eight (48) hours prior to the regularly scheduled collection day of the designated route. Telephone notice shall be followed by written notice and facsimile transmission (FAX) to the CONTRACTOR. The audit demand shall entitle the CITY to conduct a physical route audit of any or all designated routes for the purposes of verifying customers served, disposal amounts collected, and any other information as may be deemed necessary and beneficial to the CITY or Producers including identification of excess service. The standard route audit will include minimally: (1) verification that the collection vehicle is empty when beginning the route; (2) verification of the addresses which are served by the designated collection vehicle; (3) verification of the landfill to which the refuse is taken; and (4) the quantity of refuse in tons collected from the designated route.

Section 11.03 Reporting on Processing Costs and Recyclable Materials Value

CONTRACTOR shall provide to the CITY a monthly report which reflects (1) a breakdown of the type of Recyclable Materials recovered from the CITY; (2) the total pounds (lbs.) of each Recyclable Materials type; (3) the value of each Recyclable Materials type on a per ton basis (the California Redemption Value (CRV) for all appropriate commodity items shall also be included in the commodity market value on a per ton basis); (4) the total value of each Recyclable Materials type based on the number of pounds recovered; (5) the total value of all Recyclable Materials recovered (Gross Commodity Market Proceeds); and (6) the amount of the Residue and the cost to handle and dispose of this material. The report shall provide CITY with the net monthly revenue/cost for processing the total amount of Recyclable Materials processed

through CONTRACTOR's Material Recovery Facility. The report shall be due to the CITY by the twenty-fifth (25th) day of the month following the reporting month. The report shall be formatted similarly to the one that appears in Exhibit G.

ARTICLE XII. COMPLAINTS AND PERFORMANCE REVIEW

Section 12.01 Resolution of Disputed Customer Complaints

(a) The CONTRACTOR shall notify all new customers of the complaint arbitration procedure set forth below at the time they apply for or are provided service.

(b) A customer dissatisfied with CONTRACTOR's decision regarding a complaint may ask the CITY to review the complaint. To obtain this review, the customer must request CITY review within thirty (30) days of receipt of CONTRACTOR's response to the complaint or within forty-five (45) days of submitting the complaint to the CONTRACTOR, if the CONTRACTOR has failed to respond to the complaint. The CITY may extend the time to request its review for good cause.

(c) Before reviewing the complaint, the City Manager shall refer it to the CONTRACTOR. If the CONTRACTOR fails to cure the complaint within ten (10) days, the City Manager shall review the customer's complaint and determine if further action is warranted. The City Manager may request written statements from the CONTRACTOR and customer, and/or oral presentations.

(d) The City Manager shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this section shall be limited to a rebate of customer charges related to the period of breach of any of terms of this Franchise Agreement or a penalty of up to $100.00 for any single event or series of related events, or any actual damages, provided that the CITY's remedies shall not be so limited to the extent that the customer's complaint reveals a material breach of this Franchise Agreement by CONTRACTOR.

(e) The City Manager may delegate these duties to a designee. The decision of the City Manager or his designee shall be final on any matter under Five Thousand Dollars ($5,000.00). In the event of a decision on a matter awarding Five Thousand Dollars ($5,000.00) or more, CONTRACTOR may seek review pursuant to Section 12.04.

Section 12.02 Review of Performance, Quality of Service, and Franchise Compliance

(a) At CITY's sole option, within ninety (90) days of the anniversary of the effective date of this Franchise Agreement, and each year thereafter throughout the term of the Franchise Agreement, CITY may hold a public hearing at which the CONTRACTOR shall be present and shall participate, to review the CONTRACTOR's performance and quality of service. The reports required by this Franchise Agreement regarding customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered,

(b) Within thirty (30) days after the conclusion of the public hearing, CITY shall issue a report with respect to the adequacy of performance and quality of service. If any noncompliance with the franchise is found, CITY may direct CONTRACTOR to correct the inadequacies in accordance with Sections 12.03 and 12.04.

Section 12.03 Imposition of Damages or Termination

(a) If the City Manager determines that CONTRACTOR's performance pursuant to this Franchise Agreement has not been in conformity with reasonable industry standards which are obtainable in similar cities in Southern California, the provisions of this Franchise Agreement, the requirements of Chapter 8.08, including but not limited to, cooperating with the CITY and providing information to allow the CITY to comply with AB 939 (as to the waste stream subject to this Franchise Agreement) or any other applicable Federal, State, or local law or regulation, including but not limited to the laws governing transfer, storage or disposal of Special Wastes, the City Manager may advise CONTRACTOR in writing of such deficiencies. The City Manager may, in such written instrument, set a reasonable time within which correction of all such deficiencies is to be made. Unless otherwise specified, a reasonable time for correction shall be sixty (60) days from the receipt by the CONTRACTOR of such written notice. The City Manager shall review the CONTRACTOR's response and refer the matter to the City Council or decide the matter and notify the CONTRACTOR of that decision, in writing. A decision or order of the City Manager shall be final and binding on CONTRACTOR if the CONTRACTOR fails to file a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. Within ten (10) working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with Section 12.03, or refer the matter to a hearing officer as provided in Section 12.04.

(b) The City Council, in such case, shall set the matter for hearing. The City Council shall give CONTRACTOR, and any other person requesting the same, fourteen (14) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the City Manager indicating the deficiencies, and shall give the CONTRACTOR, or its representatives and any other interested person, a reasonable opportunity to be heard.

(c) Based on the evidence presented at the public hearing, the Council shall determine by Resolution whether the Franchise Agreement should be terminated or liquidated damages imposed. If, based upon the record, the City Council determines that the performance of CONTRACTOR is in breach of any material term of this Franchise Agreement or constitutes a material violation of any provision of any applicable Federal, State, or local statute or regulation as it directly relates to refuse/recycling operations in the CITY, the City Council, in the exercise of its sole discretion, may terminate the Franchise Agreement or impose liquidated damages, as defined below. The decision of the City Council shall be final and conclusive, subject to referral by CITY or by CONTRACTOR of the matter for an administrative hearing pursuant to Section 12.04. CONTRACTOR's performance under this Franchise Agreement is not excused during the period of time

prior to the City Council's final determination as to whether such performance is deficient.

(d) The right of termination or to impose liquidated damages is in addition to any other rights of CITY upon a failure of CONTRACTOR to perform its obligations under this Franchise Agreement.

(e) The CITY further reserves the right to terminate CONTRACTOR's franchise or impose liquidated damages in the event of any of the following:

(i) If the CONTRACTOR practices, or attempts to practice, any fraud or deceit upon the CITY as determined pursuant to administrative hearing procedures set forth herein.

(ii) If the CONTRACTOR becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of CONTRACTOR in a bankruptcy proceeding.

(iii) If the CONTRACTOR fails to provide or maintain in full force and effect the worker's compensation, liability, indemnification coverage, or cash bonds as required by the Franchise Agreement.

(iv) If the CONTRACTOR willfully violates any orders or rulings of any regulatory body having jurisdiction over the CONTRACTOR relative to this Franchise Agreement, provided that the CONTRACTOR may contest any such orders or ruling by appropriate proceedings conducted in good faith, in which case no breach of the franchise shall be deemed to have occurred.

(v) If the CONTRACTOR ceases to provide services as required under this Franchise Agreement over all or a substantial portion of its Franchise Area for a period of seven (7) days or more, for any reason within the control of CONTRACTOR.

(vi) If the CONTRACTOR willfully fails to make any payments required under the Franchise Agreement and/or refuses to provide CITY with required information, reports, and/or test results in a reasonable timely manner as provided in the Franchise Agreement.

(vii) Any other act or omission by the CONTRACTOR which materially violates the terms, conditions, or requirements of this Franchise Agreement, Chapter 8.08, as it may be amended from time to time or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if the CONTRACTOR cannot reasonably correct or remedy the breach within the time set forth in such notice, if the CONTRACTOR should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

(f) <u>Liquidated Damages</u>

(i) The CITY finds, and the CONTRACTOR agrees, that as of the time of the execution of this Franchise Agreement, it is impractical, if not impossible to reasonably ascertain the extent of damages which shall be incurred by the CITY as a result of a material breach by CONTRACTOR of its obligations under this Franchise Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (1) substantial damage results to members of the public who are denied services or denied quality or reliable service; (2) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Franchise Agreement to individual members of the general public for whose benefit this Franchise Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (3) that services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (4) the termination of this Franchise Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for the past breaches.

(ii) Accordingly, the City Council may, in its discretion, assess liquidated damages not to exceed the sum of Seven Hundred and Fifty Dollars ($750.00) per day, for each calendar day that service is not provided by CONTRACTOR, except for service interruptions beyond control of CONTRACTOR, in accordance with this Franchise Agreement as noticed by CITY. The amount of the liquidated damages shall be increased by the past year's consumer price index for the Los Angeles-Anaheim-Riverside Area on April 1 and effective July 1 of each year. In addition, the Council may order the assessment against the performance bond required by Section 18.01, the termination of the Franchise Agreement or both and shall have a maximum limit of Fifty Thousand Dollars ($50,000).

(iii) The CITY finds, and the CONTRACTOR acknowledges and agrees, that the above described liquidated damages provisions represent a reasonable sum in light of all the circumstances. Said liquidated damages sums shall be applicable to each calendar day of delay during which CONTRACTOR has been found by the City Council to be in material default pursuant to this Section. The CONTRACTOR shall pay any liquidated damages assessed by the City Council within ten (10) days after they are assessed and upon payment, such assessment shall be in lieu of any actual damages.

Section 12.04 Administrative Hearing Procedures

(a) Should CONTRACTOR contend that the CITY is in breach of this Franchise Agreement, it shall file a request with the City Manager for an administrative hearing on the allegation.

(b) If either the City Manager, the City Council, or CONTRACTOR refers a matter to a hearing officer, or if the CONTRACTOR should allege a breach of the franchise by the CITY, CITY and CONTRACTOR shall mutually agree on a hearing officer. If agreement is not reached within twenty (20) working days of the filing of the allegation

of breach, then CONTRACTOR shall select the hearing officer from a list of three potential hearing officers who are retired California Superior Court judges or Appellate Court justices, none of whom are related to the parties, prepared by the City Manager and approved by the City Council.

(c) The hearing shall be conducted according to California Code of Civil Procedure Section 1280, et seq. The exclusive venue shall be in Los Angeles County, California. A hearing officer to whom a matter is referred shall have the authority to (i) order the CITY or the CONTRACTOR to undertake remedial action to cure the breach and to prevent occurrence of similar breaches in the future; (ii) assess damages and/or levy a penalty upon the CONTRACTOR consistent with the terms of this Franchise Agreement; or (iii) find there has been no breach. If the hearing officer finds there has been no breach, such a decision precludes the CITY from conducting a default hearing. For any occurrence or series of related occurrences, the penalty may be up to Five Thousand Dollars ($5,000.00). The amount of penalty shall be reasonably related to the seriousness of the breach of the Franchise Agreement.

(d) The party losing the hearing shall be liable for the hearing officer's fees.

(e) Any failure of the CONTRACTOR to comply with the hearing officer's order shall be deemed a material breach of the Franchise Agreement, and may be grounds for termination of the Franchise Agreement.

(f) The hearing officer shall commence the hearing within thirty (30) days of selection unless the parties and the hearing officer otherwise agree. Any party to the hearing may issue a request to compel reasonable document production from the other party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the parties, or if agreement is not reached within twenty (20) days of that document request, then by disposition by order of the hearing officer. Any such document request shall be subject to the propriety right and rights of privilege of the parties, and the hearing officer shall adopt procedures to protect such rights. Except as may be otherwise specifically agreed by the parties, no other form of pretrial discovery shall be available to the parties; provided that if either party notifies the hearing officer that a material violation of the franchise or rights in connection therewith is claimed by either party, the provisions of Code of Civil Procedure Section 1283.05 shall apply.

(g) Neither party may communicate separately with the hearing officer after the hearing officer has been selected. All subsequent communications between a party and a hearing officer shall be simultaneously delivered to the other party. This provision shall not apply to communications made to schedule a hearing or request a continuance.

(h) Until final judgment is entered from the hearing officer proceeding under the foregoing provisions and the time for appeal or other post-judgment petition has expired, the imposition or enforcement of any penalties or sanctions provided in the Franchise Agreement and related to the subject matter of the hearing shall be stayed. The hearing officer may modify or cancel any proposed penalties or sanctions upon a finding that the

party subject thereto acted with substantial justification or if the interests of justice so require.

(i) The measure of damages for any fraud or deceit practiced or attempted by CONTRACTOR on CITY is the amount specified in section 12.03(f) Liquidated Damages and said amount shall run from the date of the fraud or deceit (as found by the hearing officer) until the date of hearing officer's decision.

(j) Any party to a hearing may petition the Superior Court in Los Angeles County, California to confirm, correct, or vacate the award. Any proceedings on appeal shall be in accordance with California Code of Civil Procedures § 1294 and 1294.2.

ARTICLE XIII. EFFECTIVE DATE

The effective date of this Franchise Agreement shall be March 1, 2011.

ARTICLE XIV. NONDISCRIMINATION

The CONTRACTOR shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

ARTICLE XV. INDEMNITY

Section 15.01 Indemnification of City

The CONTRACTOR shall defend and indemnify, save harmless, and exempt the CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Franchise Agreement, except with respect to handling or transportation of Special Waste, arising out of a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants and employees; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent arising out of a willful or negligent act or omission of the CITY, its officers, agents, servants and employees.

Section 15.02 Special Waste Indemnification

CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY and its officers, employees, servants and agents from and against all costs, expenses, losses, liabilities, judgments, fines, penalties, claims, causes of action and administrative proceedings arising directly from, or directly attributable to, the handling or transportation of Special Waste from the time that it is collected by CONTRACTOR until the time that it is deposited by CONTRACTOR at a Disposal Site, except that if the Special Waste is knowingly collected by CONTRACTOR then until the time that it is lawfully deposited by CONTRACTOR at a Disposal Site. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e), and California Health

and Safety Code Section 25364, to defend, protect, hold harmless and indemnify CITY from liability to the extent specifically provided in this section.

Section 15.03 Indemnification of Contractor

The CITY shall defend, indemnify, save harmless and exempt the CONTRACTOR, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of or resulting in any way from a willful or negligent act or omission of the CITY, its officers, agents, servants or employees; provided, however, that the CITY shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of or resulting in any way from a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants or employees.

Section 15.04 AB 939 Indemnification

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless CITY against any fines imposed by the California Department of Resources Recycling and Recovery or its successor due to the failure of CITY to divert from landfills at least fifty percent (50%) of the CITY's entire waste stream, or such lesser percentage equal to the landfill diversion goals imposed on local governments by the California Department of Resources Recycling and Recovery as it may be amended from time to time provided that CITY's failure to accomplish the landfill diversion goals imposed by AB 939 is not due to any negligent or willful act of CITY.

Should the State Legislature or the California Department of Resources Recycling and Recovery alter the material requirements of AB 939 by increasing the amount of refuse that local jurisdictions must divert from landfills or transformation, then the CITY and CONTRACTOR shall meet and confer to discuss CONTRACTOR's recycling and other waste diversion efforts to seek to achieve compliance with AB 939, or any succeeding legislation through programs and at rates mutually agreed upon by CONTRACTOR and CITY. The CITY, subject to the provisions of applicable law and available resources, shall lend its full support and cooperation to CONTRACTOR's recycling efforts.

ARTICLE XVI. LICENSES AND TAXES

The CONTRACTOR shall obtain all licenses and permits (other than the license and permit granted by the Franchise Agreement) and promptly pay all taxes required by the CITY and any other governmental entity.

ARTICLE XVII. TERM OF THIS FRANCHISE AGREEMENT

The term of this Franchise Agreement shall be for a period of twenty (20) years commencing on March 1, 2011 provided, however, on each March 1, the term of this Franchise Agreement shall be extended one (1) year, so that the full term of the Franchise Agreement shall remain twenty (20) years. Within 15 business days after each such extension, CONTRACTOR shall pay CITY Two Hundred Thousand Dollars ($200,000) for such extension ("Extension Fee").

Notwithstanding the foregoing paragraph, should either party desire that said one-year extension provision be terminated, such party shall give the other party written notice of intent to terminate at least one hundred and twenty (120) days prior to, and written notice of termination at least sixty (60) days prior to any March 1. During the sixty (60) day period following the notice of intent to terminate, the parties shall meet and negotiate in good faith at the request of either party; the CITY shall be represented by the City Manager or by other persons designated by the City Manager. If the notice of termination is given, it shall terminate the one-year extension provision, and the Franchise Agreement shall remain in full force and effect for the balance of the term then outstanding. In the case of termination, an effective date of October 19th shall be used to coincide with the original effective date of this contract. If the one-year extension provision is terminated, the CONTRACTOR shall no longer be obligated to pay the Extension Fee.

Section 17.01 Rate Guarantee

The CITY's rates for residential and commercial refuse, recycling and green waste collection services will be between the average to the lowest for comparable cities receiving the same or similar services from an exclusive franchisee in the following areas: Los Angeles and Orange Counties. That portion of the rate that is used to compensate the CONTRACTOR for collection service will be the basis for comparison. For residential services, costs for collection of recyclables and green waste will be considered. Disposal costs, billing charges, CITY fees and other miscellaneous fees will not be part of the rate comparison.

For purposes of this Section, the CITY and CONTRACTOR agree to limit the number of comparable cities to not more than twenty (20) but not less than ten (10), and use reasonable means in determining which cities are comparable, considering such factors as exclusive franchisee provided services, types of services, government subsidies, distance to landfills, rate effectiveness periods and length of contract term.

This survey will be conducted by CITY staff as directed by City Council between January 1 and July 1, and not more than every two years. The CITY and the CONTRACTOR shall agree on the cities to be used for the comparison. If the CITY and the CONTRACTOR do not agree on comparable cities in Los Angeles and Orange counties, the sample area shall be extended to include cities in San Bernardino and Riverside counties.

This section of the Franchise Agreement shall not be used to increase rates, only to lower them if they are found to not meet the guarantee provided in the first paragraph of this Section. If any of Covina's rates are found to be above the average, then Covina's rate(s) shall be set at a level equal to the average of the survey cities' rates for the comparable service(s). The new rate(s) shall be effective upon agreement of CITY and CONTRACTOR.

If the CONTRACTOR does not agree with the survey method and results, the CONTRACTOR may select a consultant approved by the CITY to check and verify the results. The CONTRACTOR must present the consultant's findings within 60 days of the CITY's approval of the consultant to the City Council. The City Council may take action to certify the CITY staff survey results or the consultant's results. The City Council certification of the results shall be final and shall serve as the basis for the rate comparison and any rate reductions. The

CITY shall pay consultant costs if the City Council certifies the consultant's findings and if CITY staff survey results are found to be in error; otherwise CONTRACTOR shall pay consultant costs.

If the CONTRACTOR does not approve of a lowering of the rate(s) based on the City Council certified survey results, and within 30 days of the CITY's approval of the contract amendment setting forth new rate(s), then the rate(s) shall not be lowered and the CITY's sole remedy shall be the termination of the automatic one-year extension of the term of this Franchise Agreement in Section 14.00 and a reduction of the remaining term of this Franchise Agreement to five (5) years from the date of termination. The CITY shall provide a notice of termination to the CONTRACTOR in writing if the CONTRACTOR does not approve of a lowering of the rate(s) within 30 days pursuant to this section, and this notice shall fulfill all the requirements in this Franchise Agreement to terminate the automatic one-year extension in Article XVII.

ARTICLE XVIII. INSURANCE

The CONTRACTOR shall at all times during the Franchise Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Article XV. All insurance shall be by insurers with a Best rating of "A-" or better and for policy limits listed herein. Policy amounts shall be adjusted by amount equal to change in Consumer Price Index not more frequently than every three (3) years. CONTRACTOR agrees to furnish the CITY certificates of insurance or other evidence satisfactory to the CITY to the effect that such insurance has been procured and is in force. Each such policy shall name CITY and its elected officials, officers and employees as additional insured. CONTRACTOR shall notify CITY if it receives any notice from an insurer issuing any policy of insurance required herein that the policy of insurance has been, is, or will be canceled, terminated, rescinded, expired or reduced below the limits required herein and CONTRACTOR is unable or unwilling to replace such insurance prior to the effective date of cancellation, termination, rescission, reduction or expiration. CONTRACTOR shall provide such notice no later than seventy-two (72) hours after receiving notice from the insurer if the effective date of cancellation, termination, rescission, reduction or expiration will occur within that period. Otherwise, such notice shall be provided no later than seventy-two (72) hours prior to such effective date. The certificates shall contain substantially the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Franchise Agreement, the CONTRACTOR shall carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Worker's Compensation	Statutory

Employer's Liability	$1,000,000
Bodily Injury Liability (except Automobile)	$1,000,000 each person
	$2,000,000 aggregate
Automobile Bodily Injury Liability	$5,000,000 each occurrence
Automobile Property Damage Liability	$1,000,000 each occurrence
Excess Umbrella Liability	$7,000,000 each occurrence
	$7,000,000 aggregate

Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of $300,000, with the result that the CONTRACTOR is its own insurer to that extent. CONTRACTOR shall maintain access to sufficient sources of funds to pay claims within the self-insured retention amount.

ARTICLE XIX. BOND

Section 19.01 Performance Bond

(a) The CONTRACTOR will be required to furnish a corporate surety bond, an irrevocable letter of credit, time certificate of deposit, or savings passbook as security for the performance of this Franchise Agreement. Said security shall be in the amount of Two Hundred Thousand Dollars ($200,000.00). .

(b) Premium for the bond(s) described above shall be paid by the CONTRACTOR. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

(c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State.

(d) CITY may draw upon the bond to collect liquidated damages imposed pursuant to this Franchise Agreement.

Section 19.02 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE XX. BASIS AND METHOD OF PAYMENT

Section 20.01 Rates

The maximum Residential, Commercial and Industrial Unit refuse collection rates chargeable by CONTRACTOR are specified in Exhibit A attached hereto and made a part hereof. The configuration of certain driveways may force the CONTRACTOR to provide manual collection that is more costly than automated collection. These addresses will be charged a rate that is twice the single family rate.

Section 20.02 Adjustment to Rates

The rates set forth in Exhibit A shall automatically be adjusted pursuant to the terms of Exhibit B attached hereto and made a part hereof on July 1st of each year. CONTRACTOR shall provide CITY with notice of the new rates at least ninety (90) days prior to such date.

Section 20.03 Service Additions

The CITY may request the CONTRACTOR to provide additional services during the term of this Franchise Agreement which are not included in the existing scope of work. The CONTRACTOR shall provide reasonable and responsive proposals to the CITY on how such services are to be provided and state the cost for service additions. Additional service items shall be incorporated into this Franchise Agreement through an appropriate amendment. If the configuration of services provided through this Franchise Agreement is significantly altered through the addition of new services, the CITY and CONTRACTOR may mutually agree to change the methods for modifying rates. For services not listed in this Franchise Agreement which the CONTRACTOR currently provides, desires to provide or has been requested to provide, the CONTRACTOR shall make applications to the CITY to provide service and modify the Franchise Agreement.

Section 20.04 Rates and Adjustments for Recycling Services

(a) Monthly Fee. For performing the recycling services rendered under this Franchise Agreement, CONTRACTOR shall be entitled to a fee payable monthly ("Monthly Fee") and reimbursement of processing and disposal costs. The fee and costs shall be calculated as follows:

(1) CONTRACTOR shall calculate the total sales proceeds from all sales of Recyclable Materials by CONTRACTOR, including CRV, for the applicable month ("Gross Commodity Market Proceeds") and report Gross Commodity Market Proceeds to CITY as part of the report required in Section 11.03. CONTRACTOR's Monthly Fee shall be equal to twenty percent (20%) of the Gross Commodity Market Proceeds.

(2) From Gross Commodity Market Proceeds less the Monthly Fee, CONTRACTOR shall subtract an amount equal to CONTRACTOR's costs for processing the entire tonnage of Recyclable Materials taken to CONTRACTOR's Material Recovery Facility ("Processing Cost") and the cost of transferring and disposing Residue at a Landfill or other similar suitable facility ("Disposal Costs"). The remaining amount shall be called "Net Commodity Market Proceeds" and shall be paid entirely to the CITY. (For an example of this calculation, see Exhibit G.)

(3) The baseline cost information, which will be applicable during the first year of this Franchise Agreement, shall be as follows:

Processing Cost	**$47.04 per ton**
Disposal Costs	**$60.87 per ton**
Landfill Fee)	**$38.26 per ton**
Transfer Cost	**$22.61 per ton**

(b) Recycling Services Rate Adjustments. The Processing Cost as shown in Section 20.04(a) shall be adjusted up or down depending upon changes in the Consumer Price Index (CPI) for All Urban Consumers (all items) for the Los Angeles-Anaheim-Riverside Area with the years 1982-84 = 100 as published by the U.S. Department of Labor Bureau of Labor Statistics. The base for computing the rate adjustment will be the January index figure each year.

As soon as possible after the rate modification index date, CONTRACTOR shall send to CITY a comparative statement setting out (1) the index value for the index date; (2) the index value on the rate modification index date; (3) the net percentage change; and (4) the increase or decrease in the Processing Cost which may be charged for the ensuing year commencing on July 1.

That portion of the Disposal Costs which is attributed to the Residue transfer cost, Section 20.04(a), shall also be subject to an annual CPI adjustment as described above for Processing Cost adjustment.

The CONTRACTOR shall be entitled to a rate adjustment for that portion of Disposal Costs attributed to Landfill cost. CONTRACTOR shall be responsible for submitting sufficient information to the CITY to justify Disposal Costs increases due to changed Landfill costs. Rate adjustments for Landfill cost shall be allowed on a "pass through" basis.

Section 20.05 Billing

(a) CONTRACTOR shall submit statements to and collect from all Residential Units on a quarterly basis in advance for all curbside collection services provided by CONTRACTOR.

(b) CONTRACTOR shall submit statements to and collect from all Commercial, Industrial, and Residential Units on a monthly basis in advance for all bin collection services provided by CONTRACTOR.

(c) At the time of request, CONTRACTOR shall submit statements to and collect from all Commercial, Industrial, and Residential Units for temporary services.

(d) Payment terms for all customers are net thirty (30) days and are considered delinquent thereafter. Late fees at 1.5% per month will be assessed on all delinquent balances.

Section 20.06 Payment to CONTRACTOR for Billing Services

In consideration of CONTRACTOR providing residential billing services, CONTRACTOR shall incorporate into the service component of the residential rates set forth on Exhibit A attached hereto an amount equal to $0.22 per month per customer (the "Billing Fee"). On each of the first, second and third anniversaries of the date of this Franchise Agreement, the Billing Fee will be increased by $0.22 per month such that the Billing Fee will be equal to $0.44, $0.66 and $0.88 per month immediately following the first, second and third anniversaries of this Franchise Agreement, respectively.

Section 20.07 Recycling Services Payments to CITY

Payments in connection with Recycling Services under this Franchise Agreement to the CONTRACTOR or to the CITY shall be made in accordance with the following:

(a) For each month during the term of this Franchise Agreement, if Gross Commodity Market Proceeds received by CONTRACTOR are less than the total of CONTRACTOR's Processing Cost and Disposal Costs, CONTRACTOR shall submit an invoice to CITY with the monthly report as required by Section 11.03, requesting payment by CITY to CONTRACTOR in the amount of said Processing Cost and Disposal Costs that is not otherwise satisfied by Gross Commodity Market Proceeds. CITY shall promptly process the invoice and pay to CONTRACTOR the amount of said Processing Cost and Disposal Costs that is not otherwise satisfied by Gross Commodity Market Proceeds.

(b) For each month during the term of this Franchise Agreement, if Gross Commodity Market Proceeds received by CONTRACTOR are more than the total of CONTRACTOR's Monthly Fee, Processing Cost, and Disposal Costs (and there are therefore Net Commodity Market Proceeds for that month), CONTRACTOR shall remit payment to the CITY in the appropriate amount as set forth in Section 20.04(a), at the lime and along with the monthly report as required by Section 11.03.

(c) For each month during the term of this Franchise Agreement, if Gross Commodity Market Proceeds received by CONTRACTOR are less than the total of CONTRACTOR's Monthly Fee, Processing Cost, and Disposal Costs (and there are therefore negative Net Commodity Market Proceeds for that month), CONTRACTOR shall receive a Monthly Fee equal to twenty percent (20%) of the total of the Gross Commodity Market Proceeds less Processing Cost and Disposal Costs, and CONTRACTOR shall remit the remaining balance to the CITY.

Section 20.08 Franchise Fee

As consideration for this Franchise Agreement and the rights granted herein, CONTRACTOR shall pay to CITY a fee equivalent to six percent (6%) of the gross amount of all monies for services pursuant to this Franchise Agreement collected by CONTRACTOR from

Residential, Commercial and Industrial Units within the CITY serviced by CONTRACTOR or any subsidiary, parent company, division, affiliate, partnership or joint venture of CONTRACTOR. This fee shall be applied to disposal cost increases when they occur such that CONTRACTOR's revenues are not affected and will be calculated on a monthly basis and shall be paid to CITY by CONTRACTOR within fifteen (15) days after the end of the month in which the monies were collected.

Section 20.09 Delinquent and Closed Accounts

If delinquent payments (as described in Section 20.05(d)) are not received within thirty (30) days, CONTRACTOR shall discontinue service and refer the respective premise to the CITY for public nuisance abatement proceedings, which CITY may decide whether to initiate in its sole and absolute discretion. A notice/warning of a pending stop service will be prepared by CONTRACTOR and delivered to the delinquent account owner and premise no less than seventy-two (72) hours prior to the service stoppage. If full payment by delinquent customer is not made to CONTRACTOR within fifteen (15) days after referral to the CITY for code enforcement purposes, the account may be cancelled by CONTRACTOR.

ARTICLE XXI. MISCELLANEOUS PROVISIONS

Section 21.01 Transferability of Franchise Agreement

No assignment of the Franchise Agreement or any right accruing under this Franchise Agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the CONTRACTOR. Transfer of CONTRACTOR'S stock between the Arakelian family members is exempt from obtaining written consent of the CITY, unless such a transfer results in a significant management or service impact on the CONTRACTOR. If a contemplated stock transfer results in the current management being transferred to new family members the CONTRACTOR shall notify the CITY and receive the CITY's written consent prior to the actual transfer of stock.

Section 21.02 Books and Records

(a) CITY shall have the right, at all reasonable times, to inspect and audit CONTRACTOR's books and records pertaining to CONTRACTOR's revenues and CITY fees collected by CONTRACTOR. If, as a result of any such audit or inspection, it is determined that CONTRACTOR has under reported collections from Commercial, Industrial or Residential accounts, or collections of Integrated Waste Management Fees, CONTRACTOR shall remit to CITY the amount of franchise fee attributable thereto and shortfall in Integrated Waste Management Fees that is due to CITY. If the amount of franchise fee or Integrated Waste Management Fees paid to CITY is five percent (5%) or more underpaid on an annualized basis, CONTRACTOR shall pay CITY's cost of inspection and audit and remit delinquent amounts plus interest at the prime rate plus 3%. If audit reveals that no underpayment occurred, or that the underpayment was less than five percent (5%) of actual reported revenues and fee receipts, CITY shall bear sole

expense of audit and inspection with the CONTRACTOR remitting to CITY delinquent amounts plus interest at the prime rate.

(b) If the audit reveals that CONTRACTOR overpaid CITY and that overpayment was less than five percent (5%) of actual reported revenues and fee receipts, CITY shall bear the expense of audit and inspection with CONTRACTOR withholding delinquent amounts from payments otherwise due to CITY, without interest. If the audit reveals that CONTRACTOR overpaid CITY and that overpayment was more than five percent (5%) of actual reported revenues and fee receipts, CONTRACTOR shall bear the expense of audit and inspection with theCONTRACTOR withholding delinquent amounts from payments otherwise due to CITY. Any excess reimbursed to CONTRACTOR shall be limited to ten percent (10%) of fees or revenues collected by CITY from CONTRACTOR after deducting the cost of the audit. Audits shall be limited to CONTRACTOR's books and records going back three (3) years preceding the date when the audit is commenced.

Section 21.03 Promotional Signage

CONTRACTOR shall cooperate with the CITY in allowing educational and promotional signage to be placed on collection vehicles serving the City of Covina. The CONTRACTOR shall not subject the CITY to any charges. The CITY shall pay any cost associated with the purchase and installation of such signage.

Section 21.04 Personnel

No employee of the CONTRACTOR shall continue to be so employed on any work under this Franchise Agreement who is found to be intemperate, troublesome, disorderly, inefficient, or otherwise objectionable, as determined by the City Manager or his designee, or who is convicted of any felony, or any offense consisting of driving while intoxicated, during the term of this Franchise Agreement.

Section 21.05 Ownership and Disposal of Refuse, Recyclables and Green Waste

Once Refuse, Recyclable Materials or Green Waste are placed by the Producer in a Bundle, Barrel, or Bin for collection, ownership of the materials shall transfer to the CONTRACTOR.

Section 21.06 Waiver

No acquiescence, failure or neglect of the CITY to insist on strict performance of any or all of the terms hereof shall be considered to constitute a waiver of any term or condition of the Franchise Agreement or any performance required thereunder, or of any remedy, damage or other liability arising out of such refusal, neglect or inability to perform at any time, nor shall the same affect in any manner any bond deposited by the CONTRACTOR.

Section 21.07 Default

CONTRACTOR shall not be considered in default hereunder if its performance has been prevented by acts of God, riot, war, or events beyond control of CONTRACTOR, provided that strikes or labor unrest shall not be considered events beyond control of CONTRACTOR. In the event this Franchise Agreement is terminated per Section 12.03 CITY shall have the right to utilize CONTRACTOR's equipment (trucks, bins and barrels) for refuse collection services in CITY for a period of ninety (90) days from the date of termination provided that CONTRACTOR is adequately compensated. In the event of default, all equipment shall remain property of CONTRACTOR. Equipment may be sold to the CITY at a mutually agreed upon price.

Section 21.08 Standards for Collection

The CONTRACTOR shall use its best efforts to ensure that no material, debris, rubbish, or liquids leak, fall or spill in handling. When any such leak or spill occurs, the CONTRACTOR shall immediately pick up the material and clean the area from the effect of such leak, and the material that fell or was spilled. If after notification, such clean up is not made, the City Manager or his designee may have this done and deduct such costs from any payment due the CONTRACTOR.

Section 21.09 Care and Handling of Barrels

All Barrels as herein defined, shall be replaced upright in the same location as the Barrel was placed for collection. CONTRACTOR shall be responsible for repairing or replacing damaged Barrels at no charge to the customer.

The CONTRACTOR shall not be required to service, dump or maintain any bins, roll-off containers, drop-off Barrels or other similar commercial containers which are not under the CONTRACTOR's ownership or control.

Section 21.10 Care of Contractor's Containers

The CONTRACTOR shall provide bins, drop-off bodies, and other containers which are clean, free of dents, and in a good state of repair. Routine maintenance shall be performed on all such containers and bins at least annually.

Users shall be responsible to keep these containers in a general state of cleanliness between such routine maintenance periods.

The CONTRACTOR shall maintain records on the maintenance schedules of these containers and provide these dates to the CITY upon request for any particular one.

Section 21.11 Performance Standard

The CONTRACTOR agrees that its performance of each of the provisions of this Franchise Agreement shall be to the reasonable industry standards set by the City Manager or his designee to ensure cleanliness, health, and sanitation in the collecting, handling and disposal of such rubbish with the CITY. All work shall be done in a thorough and workmanlike manner.

Section 21.12 Fees and Gratuities Prohibited

The CONTRACTOR shall not, nor shall he permit any agent, employee or subcontractor employed by him to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for the collection of Residential, Commercial and Industrial Refuse, Green Waste and Recycling Materials as herein defined, except such compensation as may herein be provided by this Franchise Agreement or as herein permitted.

Section 21.13 Notices

Notices given pursuant to the provisions of the Franchise Agreement between the CITY and the CONTRACTOR shall be given by United States Postal Service, postage prepaid, addressed as follows

(a) City Manager
City of Covina
125 East College Street
Covina, CA 91723-2199

(b) CONTRACTOR, at its local office, as designated in writing by the CONTRACTOR.

In the alternative, notices may be given by personal service of such written notice by one party to the other. Notices shall be deemed given as of the time of personal service, or as of the time of deposit of the same in the course of transmission by the United States Postal Service.

Section 21.14 Time of the Essence

Time shall be of the essence of this Contract.

Section 21.15 Amendments to Franchise Agreement

This Franchise Agreement may be amended only by written amendment signed by the parties hereto. No oral amendments, agreements or understandings shall amend or alter any of the provisions hereof.

Section 21.16 Scope of Agreement

This Franchise Agreement, along with the exhibits hereto, contains the entire agreement of the parties.

Section 21.17 Proposition 218

The parties agree that the rates to be charged by CONTRACTOR to customers are set by CONTRACTOR as a private contractor in the market place. The CITY's role with respect to rate setting is to establish rate ceilings for the protection of customers given the exclusive status afforded CONTRACTOR by this Franchise Agreement and given the nature of the services it is to provide. Accordingly, the parties agree that this Franchise Agreement shall be construed to maintain the status of the rates CONTRACTOR chooses to charge its customers as privately-

established rates and not as property-related fees within the scope of Article XIII D of the California Constitution or taxes within the scope of Articles XIII A and XIII C of the California Constitution, provided that the parties recognize and acknowledge that neither party can control whether and how this Franchise Agreement is interpreted by a court of competent jurisdiction. Furthermore, the parties agree that the CITY may, out of an abundance of caution, agree to comply with the notice and hearing requirements of Proposition 218. In the event that the CITY decides to comply with such provisions, it shall do so promptly in order to ensure that such compliance is complete, including holding any protest hearing, no later than the rate adjustment date of July 1.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed on the date first written above by their respective officers on their behalf duly authorized.

"CITY"

CITY OF COVINA, a Municipal corporation

_____

Mayor

ATTEST:

_____

City Clerk

"CONTRACTOR"
ARAKELIAN ENTERPRISES, INC.,
A California corporation

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

EXHIBIT A
CITY OF COVINA
Schedule of Rates Effective March 1, 2011

		New Service Comp	New Disposal Comp	New Net Rate	6% Franchise Fee	Waste Mgmt Fee	New Total Rate	Basic Service Rate
RESIDENTIAL								
90 Gallon Black Barrel Service		10.38	3.79	14.17	0.90	1.93	17.00	25.14
60 Gallon Black Barrel Service		10.38	2.53	12.91	0.82	1.29	15.02	23.16
30 Gallon Black Barrel Service		10.38	1.27	11.65	0.74	0.65	13.04	21.18
90 Gallon Green Barrel Service		3.96	1.40	5.36	-	-	5.36	
90 Gallon Blue Barrel Service		2.78	-	2.78	-	-	2.78	
Additional 90 Gallon Black		10.16	3.79	13.95	0.89	1.93	16.77	
Additional 90 Gallon Green		3.96	1.40	5.36	-	-	5.36	
Additional 90 Gallon Blue		2.78	-	2.78	-	-	2.78	
Manual or Backyard Service		34.24	10.38	44.62	1.81	3.86	50.28	
Roll-Out Service		15.41	-	15.41	-	-	15.41	
COMMERCIAL								
1.5YD - First Bin	1X	63.60	22.21	85.81	5.48	6.16	97.45	
	2X	101.10	44.43	145.53	9.29	12.31	167.13	
	3X	138.57	66.64	205.21	13.11	18.47	236.78	
	4X	176.10	88.85	264.95	16.92	24.63	306.50	
	5X	213.59	111.06	324.65	20.73	30.79	376.17	
	6X	262.45	133.28	395.73	25.27	36.94	457.94	
1.5YD - Each Additional Bin	1X	50.11	22.21	72.32	4.62	6.16	83.10	
	2X	80.09	44.43	124.52	7.95	12.31	144.78	
	3X	108.59	66.64	175.23	11.19	18.47	204.89	
	4X	138.58	88.85	227.43	14.52	24.63	266.58	
	5X	168.58	111.06	279.64	17.86	30.79	328.29	
	6X	206.91	133.28	340.19	21.73	36.94	398.86	

2YD - First Bin	1X	73.09	29.62	102.71	6.56	8.21	117.48
	2X	112.09	59.23	171.32	10.94	16.42	198.68
	3X	151.14	88.85	239.99	15.32	24.63	279.94
	4X	190.17	118.47	308.64	19.70	32.84	361.18
	5X	229.21	148.09	377.30	24.08	41.05	442.43
	6X	281.82	177.70	459.52	29.33	49.26	538.11
2YD - Each Additional Bin	1X	58.08	29.62	87.70	5.60	8.21	101.51
	2X	88.11	59.23	147.34	9.40	16.42	173.17
	3X	119.61	88.85	208.46	13.31	24.63	246.40
	4X	149.65	118.47	268.12	17.12	32.84	318.08
	5X	181.16	148.09	329.25	21.03	41.05	391.33
	6X	223.34	177.70	401.04	25.61	49.26	475.91
3YD - First Bin	1X	80.65	44.43	125.08	7.99	12.31	145.38
	2X	123.90	88.85	212.75	13.59	24.63	250.97
	3X	167.12	133.28	300.40	19.18	36.94	356.52
	4X	210.32	177.70	388.02	24.78	49.26	462.06
	5X	253.59	222.13	475.72	30.38	61.57	567.67
	6X	309.26	266.55	575.81	36.77	73.89	686.47
3YD - Each Additional Bin	1X	64.17	44.43	108.60	6.94	12.31	127.85
	2X	98.40	88.85	187.25	11.96	24.63	223.84
	3X	132.57	133.28	265.85	16.98	36.94	319.77
	4X	166.80	177.70	344.50	22.00	49.26	415.76
	5X	201.07	222.13	423.20	27.03	61.57	511.80
	6X	244.73	266.55	511.28	32.65	73.89	617.82
30YD Standard Roll-off (+ dump)		254.02	Actual Cost	254.02	6% of service + disposal	30.73	Tons based #
30YD C&D Roll-off (+ dump)		393.31	Actual Cost	393.31	6% of service + disposal	30.73	Tons based #.
3 Yard Temporary Bin		140.00	-	140.00	8.94	2.84	151.78
Commercial Barrel		25.09	11.86	36.95	2.36	3.28	42.59
Sweeper Service		12.78	2.41	15.19	-	-	15.19

EXHIBIT B

TO COVINA EXCLUSIVE FRANCHISE AGREEMENT

RATE ADJUSTMENT

Each of the rates provided by this Agreement consists of a Service Component and a Disposal Component.

The Service Component includes the costs of collection and hauling of all Refuse, including Recyclable Materials and Green Waste for all customers according to the terms set forth in this Agreement.

The Disposal Component shall be based on the per ton costs incurred by CONTRACTOR for disposal of all Refuse, processing of Recyclable Materials at CONTRACTOR's MRF (which costs are defined on a per ton basis as the "MRF Gate Fee") and for its disposal of Green Waste.

Rate Adjustment Formula

The Service Component will automatically be adjusted each July 1st in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for the immediately previous twelve month period (February through January) for All Urban Consumers in the Los Angeles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published. CITY staff shall review all proposed rate increases solely for validity of the submitted data and, upon verification of data, approve the new Service Component rates.

The Disposal Component will automatically be adjusted in proportion to the increase or decrease in disposal costs as determined by the percentage change in the MRF Gate Fee. As soon as the information is available, CONTRACTOR shall submit documentation to the City Manager with evidence of the net change in disposal costs. CITY staff shall review the documentation in connection with the net change in disposal costs solely for validity of the submitted data and, upon verification of data, approve the new Disposal Component rates. The net change in disposal costs will be added to or subtracted from the Disposal Component of the maximum rates to be effective the next billing cycle after written notification to the CITY. CONTRACTOR agrees it will not be entitled to any increase in the Disposal Component due to an increase in the MRF Gate Fee other than due to the occurrence of one or more of the following: (1) an adjustment in the non-disposal portion of the MRF Gate Fee directly proportional to the percentage change in the CPI, as described above, and (2) an increase in the Puente Hills Landfill tipping fee for residue from the MRF.

Between the date of this Franchise Agreement and the closure of the Puente Hills Landfill, estimated to be at the end of 2013, CONTRACTOR shall evaluate cost-effective Disposal Sites to be utilized upon the closure of the Puente Hills Landfill. Prior to the closure of the Puente Hills Landfill, CONTRACTOR shall propose its recommendation to CITY of the Disposal Site for disposal of residue from the MRF and the Disposal Component of the rate in connection

therewith. CONTRACTOR and CITY shall meet and confer to discuss the CONTRACTOR's disposal recommendation and rate.

Special Rate Adjustment

In the event circumstances beyond the control of CONTRACTOR impose or generate extraordinary costs in the performance of the Agreement, CONTRACTOR may petition CITY to determine if an adjustment in compensation is warranted to avoid undue financial hardship on CONTRACTOR. For each request, CONTRACTOR shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to CITY with support for assumptions made by CONTRACTOR in preparing the estimate of extraordinary costs. CITY shall review CONTRACTOR's request and, in CITY's sole judgment, make the final determination on the adjustment.

EXHIBIT C

TO COVINA EXCLUSIVE FRANCHISE AGREEMENT

RECYCLABLE MATERIALS TO BE COLLECTED

Aluminum Cans

Aseptic Packaging
(Drink Boxes, milk cartons)

Brochures

Cardboard

Cardboard egg cartons

Cardboard 12-soda container boxes

Cereal boxes
(inside liner removed)

Computer paper

Coupons

Glass bottles and jars

Glass cosmetic bottles

Junk mail

Kleenex boxes

Laundry bottles

Ledger boxes

Magazines

Metal Coat Hangers

Newspaper

Paper

Paper tubes

Phone Books

All recyclable plastics
(#1 to #7)

Plastic bags

Plastic bottles

Plastic plates/cups/utensils

Plastic wrap

Styrofoam

Tin Cans

Used envelopes

Wrapping paper

Yogurt containers

EXHIBIT D

TO COVINA EXCLUSIVE FRANCHISE AGREEMENT

GREEN WASTE MATERIALS TO BE COLLECTED

All materials accepted by area landfills as alternative daily cover (ADC):

Brush
Tree Trimmings
Grass
Leaves

Palm fronds will not be accepted with green waste.

EXHIBIT E

TO COVINA EXLUSIVE FRANCHISE AGREEMENT

STREET SWEEPING SERVICES

ARTICLE I. SERVICE DESCRIPTION

Section 1.01 The Contractor agrees to perform the Service as follows: Conduct a complete Street Sweeping Service in designated areas of the City.

(a) The Service consists of Contractor sweeping and/or cleaning public streets (including curbed medians) and paved alleys, including furnishing of water and disposal of all debris, and other incidental and appurtenant work necessary for the proper completion of this service.

(b) The Contractor shall receive payment only for those actual curb miles swept.

(c) The Contractor will supply the City with a list of all Subcontractors that will aid the Contractor in completion of this service. This list will be in compliance with the California Public Contract Code, Section 4104.

Section 1.02 For the purpose of carrying out the service, the Contractor shall perform the work delineated below.

(a) The Contractor shall sweep and/or clean twice per month, all public streets, paved alleys and curbed medians within the City to the standards specified in this Contract.

(b) All sweeping shall be done between the hours of 3:00 a.m. and 11:00 a.m., with the exception of the following: Covina Downtown sweeping including Shopper's Lane shall be completed prior to 7:00 a.m. on Monday, Wednesday, and Friday. Prospero Park sweeping shall be completed after 9:00 a.m. every Tuesday and Azusa Avenue will be swept every Tuesday.

(c) Sweeping shall consist of one pass at a speed not to exceed six (6) miles per hour; and, while sweeping, water, supplied by Contractor, will be used to minimize dust. The word sweeping shall define an operation and the method shall be limited to the use of a power broom or vacuum street sweeper.

(d) Curbed areas that cannot be swept with street sweeping equipment approved by the State of California, such as, but not limited to, narrow cul-de-sacs, median noses and portions of left turn pockets, shall be hand cleaned to the City's satisfaction, or the Contractor will be ordered by the City to redo those areas not swept or done to the established standards at the Contractor's own expense.

(e) The Contractor has sole responsibility of furnishing all necessary water pertaining to this service. Contractor is responsible for utilizing a City of Covina fire hydrant and obtaining water from only City of Covina fire hydrants. A map of City owned fire hydrants has been provided to Contractor and is available from the City at Contractor's request.

(f) Debris will be deposited at the City Yard in a designated area. The debris will be disposed of by the City.

(g) The Contractor shall maintain at least one sweeper on 24-hour availability for emergencies as determined by the City. The Contractor shall provide such emergency service on a one hour response, or other directed time frame, as specified by the City. Failure to meet the specified response deadline shall result in the Contractor's forfeiture of payment for that service.

ARTICLE II. PAYMENT

Section 2.01 The City agrees to pay the Contractor in accordance with the following:

(a) Curb Miles (CM) or each portion thereof shall be paid at the rate set forth on Exhibit A to the Franchise Agreement and such rate shall be adjusted as set forth on Exhibit B to the Franchise Agreement.

(b) Emergency Response shall be paid at the rate of eighty five dollars ($85.00) each hour, for one-hour response.

(c) The Contractor shall receive payment only for those actual curb miles swept, or actual hours performing work in an emergency response.

(d) The unit price to be paid shall be full compensation for the items of work and all appurtenant work, including (but not limited to) furnishing all labor, equipment, tools, materials, maintenance, supervision, incidentals, and paying of all water fees.

(e) Whenever any portion of the work is performed by the City at the Contractor's request, or at City determination upon notification to Contractor, the cost thereof shall be charged against the Contractor, and will be deducted from any amount due or becoming due from the City.

(f) Whenever immediate action is required to prevent impending injury, death, property damage, or whenever precautions which are the Contractor's responsibility have not been taken and are reasonably expected to be taken, the City may, after reasonable attempt to notify the Contractor, cause such precautions to be taken. The City shall charge the cost thereof against the Contractor, or will deduct such cost from any amount due or becoming due from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor from liability.

Section 2.02 Measurement for payment of this Contract will be as follows:

(a) The basis of measurement and payment shall be by the curb mile - or portion thereof. On streets and highways it shall be measured toward the center of the right of way from and parallel to the curb face. Measurement of medians will be continuous and no deduction will be made for left turn pockets or intersecting streets.

(b) Improved alleys will be measured as 2 curb miles per mile of length.

(c) Additional sweeps that require the total width of the street to be swept shall be measured on the basis of width of street in feet divided by five to determine curb miles per mile of length.

Section 2.03 Payment to the Contractor shall be requested in the following manner:

(a) The Contractor shall submit claim for payment within the first five (5) work days, to the City every month for work completed during the previous month. The claim shall enumerate the scheduled curb miles swept monthly, as shown on an attached tachometer tape, and additions or deletions ordered by the City or its representatives. The claim, when submitted by the Contractor, shall constitute legal certification that the work claimed for payment was completed in accordance with the terms of the Franchise Agreement.

(b) Payment will be made within thirty (30) days after receipt of a claim by the City. Payment shall not be construed to be acceptance of any of the work.

ARTICLE III. PERFORMANCE

Section 3.01 The Contractor shall perform all work necessary to complete the contract in a satisfactory manner established by the City and shall furnish all necessary equipment, tools, labor, materials, supervision, maintenance, incidentals, and. water. Water will be purchased from the City of Covina. The meters will be read and billed monthly.

Section 3.02 The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The City will make the final determination as to whether the work has been satisfactorily completed and will order the Contractor to redo areas not swept at all or not done to the satisfaction of the City.

Section 3.03 All debris and refuse collected by the Contractor shall become City property. Contractor shall dispose of all refuse and debris collected during sweeping operations at the designated area in the City Yard.

Section 3.04 The City shall monitor the Contractor's work in order to measure objective standards set forth in this agreement, such as compliance with all terms and conditions of said Contract, change order rate, cleanliness of swept streets and alleys and performance of subcontractor.

(a) Only competent workers shall be employed for this work. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform the work properly and in an acceptable manner, shall be immediately removed from the work site by the Contractor and not be re-employed for work under this contract.

Section 3.05 In order to facilitate the Contractor's ability to receive both written and verbal directions from City staff, at all times during the term of this Franchise Agreement, Contractor shall ensure that at least one member of any crew assigned to perform the work under this Franchise Agreement shall have the ability to speak both English and the language spoken by the majority of individuals composing the crew (e.g., Spanish, Chinese, etc.).

Section 3.06 The Contractor shall be responsible for the protection of public property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's street sweeping operations shall be repaired at the Contractor's expense and to the satisfaction of the City. Contractor is required to submit a written report of said damages to the City on the same day damages occur and a written follow-up report submitted to the City as Contractor completes repair of damages.

Section 3.07 The Contractor's street sweeping operations shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times.

Section 3.08 Changes in the work, either additions or deletions, shall be made in the following manner:

(a) Changes requested in writing by the Contractor, which do not materially affect the work and which are not detrimental to the work or to the interests of the City, may be granted by the City to facilitate the work, when approved in writing by the City. If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the City. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

(b) The City may change the plans, character of the work, quantity of work, or scope of the work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not change the then existing rate by more than ten percent (10%). Should it become necessary to exceed this limitation, the change shall be by a written amendment to the Franchise Agreement. If changes do not result in an adjustment to the then existing rate by more than ten percent (10%), both parties may agree to proceed with the change by written Change Order as specified below.

(i) Change Orders shall be in writing and state the dollar value of the change or establish method of payment, and, when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance.

(ii) The City may, without Council approval, order changes in work that do not exceed ten percent (10%), as stated in the above paragraph.

(c) Changes resulting from schedule disruption, such as, but not limited to inclement weather, holiday or observance, fire, flood, parade, public gathering, riot or other natural or unanticipated occurrence, will be implemented by the City, possibly requiring the Contractor to sweep affected areas prior to the next sweeping schedule. As such, this cleaning will be performed by the Contractor at the delineated rate in effect at the time and will not be considered additional cleaning as defined above.

(i) When sweeping area is not swept due to holiday or observance, the subject sweeping area shall, when ordered by the City, be swept within two (2) working days of the regularly scheduled cleaning day without interruption in the regular sweeping schedule. Any such requested sweeping shall be performed by the Contractor at the curb mile price in effect at the time and shall not be considered additional sweeping.

(ii) In the event the Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than holidays, or observation, it will be required to complete the sweeping services so deferred within two (2) calendar days without interruption in the regular sweeping schedule.

(d) One or limited time only work will be classified as "extra work" when the City determines that it is not covered by the then existing rates. Payment for extra work will be made at a price agreed upon between the City and the Contractor or, when the price cannot be agreed upon, the City will pay for the extra work based on the accumulation of actual cost.

(e) The Contractor shall notify the City in writing of any changed conditions promptly upon discovery. Upon investigation, if the City determines the conditions are changed and will materially increase or decrease the costs of any portion of the work, a Change Order will be issued, upon agreement between the Contractor and the City, adjusting the compensation for such portion of the work. If both parties are unable to reach agreement, the City may direct the Contractor to proceed.

(i) If the City determines that the conditions of which it has been notified do not justify an adjustment in compensation, the Contractor will be so notified in writing. This notice shall advise the Contractor of its obligation to notify the City, in writing, if the Contractor disagrees.

(ii) If the Contractor disagrees with such determination, it may submit a written notice of potential claim to the City before commencing the disputed work, and in no terms will the Contractor be excused on account of that disagreement from any scheduled work provided for by this Franchise Agreement, but shall proceed with all work to be performed under the Franchise Agreement. However, the Contractor shall retain any and all rights provided either by the Franchise Agreement or by law which pertains to the resolution of disputes and protests between the contracting parties. All "disputed work" shall be brought forth to and decided upon by the City Council.

ARTICLE IV. WORK SCHEDULE

Section 4.01 A complete schedule of sweeping has been submitted to the City. The schedule shall include the curb miles of street, alleys and medians to be swept daily as well as the daily starting time. Also, a route map has been submitted as part of the schedule, showing streets, alleys and medians swept each day by the Contractor. The Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the City. Changes in the schedule for the convenience of the Contractor will require written approval by the City prior to being included in the work. The City reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day. The following guidelines will generally be applicable:

(a) Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours.

(b) Areas shall not be swept on the same day refuse pickup is scheduled. Sweeping shall be scheduled the day after refuse pickup. The Contractor shall be responsible for determining when refuse pickups are scheduled. City will provide refuse pickup schedule.

(c) All sweeping shall be accomplished between the hours of 3:00 a.m. and 11:00 a.m. with the exception of Downtown Covina including Shopper's Lane sweeping to be completed prior to 7:00 a.m.

(d) Arterials shall not be swept during peak traffic hours.

Section 4.02 To minimize public inconvenience, the Contractor shall diligently pursue the work to comply with the approved sweeping schedule. If, as determined by the City, the Contractor fails to pursue the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the City, immediately take steps necessary to fully accomplish said purpose. All costs of pursuing the work as described herein shall be included in the current rate. Should the Contractor fail to take the necessary steps to fully accomplish said purpose, after orders of the City to do so, the City may suspend the work in whole or in part, until the Contractor takes said steps. If this should exceed 10 days, the City shall engage alternative means to provide this service. The Contractor will be responsible for all costs in excess of the amount it would have been entitled to if it had provided the service.

ARTICLE V. SUSPENSION OF WORK

Suspension of work and/or work performed by others will be executed in the following manner:

Section 5.01 If the Contractor fails to commence street sweeping work on the date specified, to execute the street sweeping work in the manner and at such locations as specified, or fails to maintain a street sweeping work program which will ensure the City's interest, a written notice by the City will be served upon the Contractor demanding satisfactory compliance with the terms of this Exhibit. If the Contractor does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, the City may exclude it from the work

site and complete the street sweeping work by alternative means. Any cost incurred by the City due to use of alternative means will not relieve the Contractor from liability or any cost incurred in excess of what would have been paid to Contractor if Contractor had performed the street sweeping work.

Section 5.02 The street sweeping work may be suspended in whole or in part when determined by the City that the suspension is necessary in the interest of the City. The Contractor shall comply immediately with any written order of the City suspending street sweeping work. Such suspension shall be without liability to the Contractor on the part of the City except as otherwise specified above. If street sweeping work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor.

ARTICLE VI. CONTRACTOR'S EQUIPMENT

Section 6.01 The Contractor shall furnish and maintain in good and safe condition all equipment as required for the proper execution of the street sweeping services. Such equipment shall meet all requirements of applicable ordinances and laws. The City may reject any piece of street sweeping equipment not meeting these requirements.

Section 6.02 The Contractor shall provide adequate sweeping and pickup equipment and a disposal truck properly maintained mechanically and in appearance. Sweepers shall be equipped with a tachograph. The Contractor shall provide backup street sweeping equipment adequate to ensure completion of scheduled work in the event scheduled equipment is down mechanically, to resweep an unsatisfactory area or to provide any additional sweeps ordered by the City. All street sweeping vehicles shall be clearly marked with the Contractor's name and telephone number prominently displayed for purposes of identification.

Section 6.03 Tachograph charts shall be U.S. 65 Part No. 840-0009/068287 or City approved equal. The tachograph charts shall provide the following information:

(a) The name of the sweeper operator and the equipment identification number;

(b) The date and the time of day of starting and finishing;

(c) Total number of miles traveled by sweeper;

(d) Deadhead miles (broom up); distance and speed during which sweeping did not take place;

(e) Sweeper miles (broom down); distance and speed traveled by sweeper during sweeping; and

(f) Time period when the sweeper was not in motion.

ARTICLE VII. RECORDKEEPING

Section 7.01 In addition to other data filed with the City by the Contractor, the Contractor shall file a report with the City enumerating the following information for the previous month:

(a) Curb miles swept each day;

(b) Scheduled curb miles swept and areas missed;

(c) Scheduled curb miles swept and areas swept;

(d) When missed areas were swept;

(e) Number of complaints received each day;

(f) Reasons scheduled sweeping was not done or completed as scheduled;

(g) Waste Tonnage Summary; and

(h) Tachograph charts for each day of sweeping.

EXHIBIT F

TO COVINA EXCLUSIVE FRANCHISE AGREEMENT

City of Covina
AB 939 Reporting Quantities
For the Month Ending July 31, 2010

Waste Disposal Summary in Tons

Facility	Residential Rubbish	Green Waste	Commercial	Industrial	Total Tonnage
Puente Hills Landfill	938.07	627.30	-	177.24	1,742.61
Athens Transfer	41.58	-		389.65	431.23
Innovative Waste	-	-	-	-	-
Downey Area Recycle & Transfer				-	-
Nu-Way				224.00	224.00
American Waste				-	-
Athens MRF	202.82		1,658.73		1,861.55
Total Tonnage	1,182.47	627.30	1,658.73	790.89	4,259.39

Diversion Summary in Tons

Office/Computer Paper	-		14.87		14.87
Newsprint	-		24.70		24.70
Glass	6.63		5.91		12.54
Cardboard	18.96		70.12		89.08
Ferrous (Iron/Steel)	4.38		32.91		37.29
Aluminum	0.61		2.04		2.65
Plastics	13.91		17.06		30.97
Yard Waste	8.52	627.30	486.26		1,122.08
Mixed Paper	128.25		58.44		186.69
Concrete					230.55

			6.55	224.00	
Non-Disposed Tonnage					-
Transformation			191.10		191.10
	181.26	627.30	909.95	224.00	1,942.52
Diversion					45.61%

EXHIBIT G

TO COVINA EXCLUSIVE FRANCHISE AGREEMENT

City of Covina: Sort Line Analysis

For the Month Ending July 31, 2010

Inbound Tons		202.82	
Conversion to pounds	x	2,000	
Weight in pounds:		405,640	lbs.

Commodity	Characterization % Commodity Weight (lbs.)	Market Value Per Ton	Market Value Per Commodity
	(a)	(b)	((a) / 2000) * (b)
ONP	36.65%		
Weight	148,667	$150.14	$11,160.44
OCC	9.35%		
Weight	37,927	$158.76	$3,010.67
Sorted Office	3.21%		
Weight	13,021	$165.00	$1,074.24
Mixed Paper	23.37%		
Weight	94,798	$121.30	$5,749.50
Aluminum Cans	0.30%		
Weight	1,217	$3,400.00	$2,068.76
Glass-3 Mix	1.27%		
Weight	5,152	$64.00	$164.85
Glass-3 Mix Non CRV	2.00%		
Weight	8,113	$0.00	$0.00
HDPE- Natural	1.66%		
Weight	6,734	$525.00	$1,767.58
HDPE- Color	0.46%		
Weight	1,866	$430.00	$401.18
PETE	0.80%		
Weight	3,245	$1,730.00	$2,807.03
Other Plastic	3.94%		
Weight	15,982	$104.67	$836.43
Tin Cans	1.44%		
Weight	5,841	$92.00	$268.70
Tin Scrap	0.72%		
Weight	2,921	$188.09	$274.67
Wood	1.32%		
Weight	5,354	($5.00)	($13.39)
Green Waste	2.88%		
Weight	11,682	($19.95)	($116.53)
	89.37%		
SUBTOTAL	362,520		$29,454.12

Residue	10.63%		
Weight	43,120	($60.87)	($1,312.39)
Total %	100%		
Total Weight	405,640		$28,141.73

Gross Sales	$	29,454.13
Proc. Share (20%)	$	(5,890.83)
Handling Fees	$	(9,540.65)
Landfill Fees	$	(1,312.40)
Net to City	$	12,710.25

COVINA HOUSING AUTHORITY
AGENDA ITEM COMMENTARY

MEETING DATE: February 15, 2011 **ITEM NO.: CNB. 1**

STAFF SOURCE: Daryl Parrish, Executive Director
Robert Neiuber, Director of Community Development
Elizabeth Hull, Agency and Housing Authority Attorney

ITEM TITLE: Consideration of an Agreement for Services between the Covina Housing Authority and the City of Covina and Covina Redevelopment Agency.

STAFF RECOMMENDATION
Housing Authority to adopt **Resolution No. 11-001** approving the Financial Assistance and Cooperation Agreement by and between the Housing Authority, the City, and the Agency and encumbering funds pursuant thereto.

FISCAL IMPACT
It is anticipated that in the event that a budget measure is adopted as substantially proposed by the Governor, initial funding for the housing authority would be provided from any fund balance in the LMI Housing Fund. However, the recommended action does not have a fiscal impact by itself.

BACKGROUND
This agenda item was brought before the Housing Authority on February 1, 2011, but was continued to the meeting of February 15, 2011 due to noticing requirements.

At the special meeting held January 25, 2011, the Covina City Council adopted Resolution 11-6926, Item NB 1, declaring that there is a need for a Housing Authority in the City, declaring that the members of the City Council shall be the Commissioners of the Housing Authority, and designating the Mayor as the first Interim Chairman of the Housing Authority.

The Covina Housing Authority (CHA) has been established by the City Council in order to plan, perform and assist in meeting the housing needs of the low- and moderate-income residents and to meet the specialized housing needs of senior citizens and disabled persons in the City of Covina. The CHA will implement the affordable housing goals, policies and objectives of the City's Housing Element. The City is the only member of the CHA.

Staff recommends that the Housing Authority Commissioners consider authorizing the Interim Chairman to enter into a Financial Assistance and Cooperation Agreement (Agreement), attached as Exhibit A, with the City of Covina (City) and Covina Redevelopment Agency (Agency) to provide services and funding to the CHA in order for the CHA to carry out its mission, including employees, facilities and other services of the City that the CHA needs. The funding request will come to the City as part of the annual budget process.

Redevelopment housing set-aside will be the main source of revenue in the City's CHA fund, which funds the CHA's projects and required City support services. As such, the CHA is the entity that will accomplish the Agency's affordable housing production goals laid out in the State-mandated Affordable Housing Compliance Plan Five-Year Implementation Plan, the most recent of which is for the period FY July 1, 2009 through June 30, 2014. To date, the Agency has been active in negotiating and partnering with affordable housing developers in the construction of new units or rehabilitation of existing units, a process that could take from three to five years from conception to completion. Due to the nature of the development process, the Agency has several projects in various stages of development, as shown in Exhibit B.

If Governor Jerry Brown's recently proposed budget is passed, the Housing Authority's ability to receive housing set-aside from the Redevelopment Agency may be severely limited. The Agreement will create a contractual obligation for the use of housing set-aside, memorializing the Agency's ability to fund the CHA's activities and support services. Through the Agreement, existing Low and Moderate Income Housing funds and all future funds authorized under the law are pledged. It is estimated that this amount is approximately Thirty Five Million Dollars ($35,000,000) as calculated through Fiscal Year 2026-2027.

RELEVANCE TO THE STRATEGIC PLAN

Execution of an Agreement for Services to meet financial obligations and to provide needed housing services in the community contributes to the City strategic plan objective of enhancing financial stability.

EXHIBITS

A. Agreement for Services
B. Covina Housing Projects
C. Resolution No. 11-001

REVIEW TEAM ONLY

City Attorney: _____ **Finance Director:** _____

City Manager: _____ **Other:** _____

EXHIBIT A

FINANCIAL ASSISTANCE AND COOPERATION AGREEMENT

by and between

THE COVINA HOUSING AUTHORITY,
a public body corporate and politic

and

THE COVINA REDEVELOPMENT AGENCY,
a public body corporate and politic

and

THE CITY OF COVINA
a California Municipal Corporation

1. PARTIES AND DATE.

This Financial Assistance and Cooperation Agreement ("Agreement") is made this _____ day of _____, 2011, for reference purposes only by and among the Covina Housing Authority, a public body, corporate and politic ("Authority"), the Covina Redevelopment Agency, a public body, corporate and politic ("Agency") and the City of Covina, a California municipal corporation ("City"). This Agreement will not become effective until (i) the date on which it has been approved by the Agency's governing body, the Authority's governing body, and the City Council, and executed by the appropriate authorities of the Agency, the Authority, and the City ("Effective Date").

2. RECITALS.

2.1 Pursuant to authority granted to it by the Housing Authorities Law (Health & Saf. Code, § 34200 *et seq.*), the Authority is currently in the process of assembling real property for the development of affordable housing for families of low and moderate income within the City of Covina ("Project").

2.2 Under the provisions of the California Community Redevelopment Law (Health and Saf. Code, § 33000 *et seq.*) ("CRL"), the Agency is required to set aside 20% of its general property tax increment allocation to be used for the purposes of increasing, providing and preserving the community supply of low and moderate income housing available at affordable housing costs to persons and families of low and moderate income.

2.3 Pursuant to the provisions of California Health and Safety Code section 33334.3, such funds that must be set aside by the Agency for the purposes of increasing, providing and preserving the supply of low and moderate income housing shall be held in a separate low and moderate income housing fund until used ("Low and Moderate Income Housing Fund").

2.4 Pursuant to section 33220 of the Health and Safety Code, contained in the CRL, the Agency is authorized to enter into cooperative agreements for the purpose of aiding and cooperating in the planning, undertaking, construction, or operation of redevelopment projects located within the area in which it is authorized to act. One such project is the provision of affordable housing for families of low and moderate income within the City of Covina.

2.5 The Agency desires to provide and the Authority desires to receive financial assistance and cooperation for the purposes of the Project in exchange for the mutual covenants and conditions as set forth herein.

2.6 Pursuant to the requirements of State law, the City is required to provide affordable housing within its boundaries in accordance with its Regional Housing Needs Assessment obligation imposed by the California Department of Housing and Community Development. Both the Agency

and the Authority are instrumental in assisting the City in meeting these affordable housing obligations. Thus, the City desires to provide all necessary assistance to the Authority in meeting its goals and obligations with the Project.

Now, therefore, in consideration of the mutual promises set forth herein and the foregoing recitals which are hereby made a part of this Agreement, the Agency, the Authority, and the City hereby agree as follows:

3. FINANCIAL ASSISTANCE; PLEDGE.

3.1 Financial Assistance. The Agency shall provide financial assistance ("Financial Assistance") to the Authority for the purposes of the planning, undertaking, construction, or operation of the Project. Such Financial Assistance may include, but shall not be limited to, the following:

(i) reimbursement to the Authority for any of the Authority's actual costs and expenses of the planning, undertaking, construction, or operation of the Project;

(ii) direct payment to the Authority for costs and expenses of the planning, undertaking, construction, or operation of the Project; and

(iii) direct payment to third parties on behalf of the Authority for any costs and expenses of the planning, undertaking, construction, or operation of the Project; and

(iv) the commitment of existing funds within the Agency's Low and Moderate Income Housing Fund and all future funds authorized under the law to be received for housing purposes.

3.2 Planning and Undertaking. For purposes of this Agreement, the term "the planning, undertaking, construction, or operation" shall include, but not be limited to, the following:

(i) the acquisition and assemblage of real property, the provision of relocation assistance and payments or settlements in lieu thereof pursuant to California Relocation Assistance Law (Gov. Code, § 7260 *et seq*) and its implementing state regulations (25 Cal. Code Regs., § 6000 *et seq*) and the federal Uniform Relocation Assistance and Real Property Acquisition Act (42 U.S.C., § 4601-4655) and its implementing federal guidelines (49 C.F.R., Part 24);

(ii) any financial assistance that might legally be provided to developers, owners, tenants, business owners, any public agency, or any other third parties by the Agency in order to accomplish the development of the Project, including, without limitation, any loan, subsidy, fee-offset or other similar assistance;

(iii) the planning, construction or installation, of any on-site or off-site or improvements required for the development of the Project;

(iv) the design of the Project;

(v) insuring the Project site or any portion thereof; and

(vi) initiating or defending any litigation or administrative proceeding regarding the Project.

3.3 Method of Reimbursement.

3.3.1 Provided the Authority is not in default under this Agreement, the Agency shall pay to the Authority the Financial Assistance, as those funds are or become available from the Agency's Low and Moderate Income Housing Fund, which shall be used for the sole purpose of providing Financial Assistance to Authority for development of the Project pursuant to section 3 hereof. The amount of Financial Assistance shall only be limited by current law.

3.3.2 From time to time as deemed necessary or convenient by the Authority in its reasonable discretion, the Authority may submit a request for payment ("Payment Request"), in writing, to the Agency requesting payment of any or all costs or expenses permitted to be paid or reimbursed pursuant to this Agreement and not yet the subject of a prior Payment Request. The Agency shall review the Payment Request and pay such costs and expenses as requested by the Authority.

3.3.3 The Agency's obligation to tender the payments hereunder shall be contingent upon the Agency's receipt and approval, which shall not be unreasonably withheld or delayed, of the following:

(i) The Payment Request, which shall include a request for payment, a description of the work performed or to be performed, material supplied or to be supplied or the cost incurred or due;

(ii) Any bills, invoices, vouchers, statements, contracts and any other documents, which shall be attached to the Payment Request, evidencing the amount due to be paid hereunder;

(iii) Conditional waivers and releases of mechanics' liens, stop notice claims or other lien claim rights; and

(iv) Any other document, requirement, evidence or information in the Authority's possession or under the Authority's control that Agency may reasonably request.

The Authority acknowledges that this approval process may result in a delay of the payment and the Authority consents to such reasonable delay. The Agency shall exercise due diligence in reviewing any such materials and approving payment of all, or any portion of, the Financial Assistance. The Agency may, at its cost, cause an inspection of the Project and a verification of the work completed.

3.3.4 Pledge of Affordable Housing Funds. Agency, by its execution of this Agreement, pledges for the payment of the Financial Assistance hereunder of such Affordable Housing Funds in accordance with Health and Safety Code section 33671.5 to secure to the

Authority the payment of the Financial Assistance; such pledge being subordinate to any pledge previously made by Agency to secure repayment of any existing Agency bonds, or the pledge to secure any bond refunding or defeasing repayment of any existing Agency bonds, or the pledge of Affordable Housing Funds to satisfy any other prior obligation of the Agency; or any administrative expense or salaries of the Agency directly relating to the administration of the Affordable Housing Funds. The obligations of Agency under this section 3 constitute an indebtedness of Agency for the purposes of carrying out its Redevelopment Plan, which indebtedness is payable out of taxes that are levied by or for the benefit of taxing agencies in the Project Area and which are allocated to the Agency pursuant to Health and Safety Code section 33670(b). Agency's obligations under this section 3 are prior and senior to any Agency bonded indebtedness or other indebtedness or form of obligation incurred after the Effective Date of this Agreement (other than any indebtedness incurred to refund or defease any existing Agency bonds); provided, however, that Agency's obligations under this section 3 may, with the written consent of the Authority, through its Executive Director, be subordinated to future Agency bonded indebtedness. Authority may not unreasonably withhold, delay, or condition its consent to any such request for subordination.

3.4 Discharge of Agency's Obligations. The Agency's obligation to provide Financial Assistance pursuant to this Agreement shall be forgiven, discharged and excused upon the occurrence of Authority's default of this Agreement; or

3.5 Limitation on Agency's Monetary Liability. The Agency's obligation to pay any monetary damages arising from the Agency's default under this Agreement shall be strictly limited to monies available in the Agency's Low and Moderate Income Housing Fund. Under no set of circumstances shall the Agency's general fund or other accounts become liable for damages in the event of the breach of Agency's obligations under this Agreement or in the event of any injury, loss or damage to any person or property relating to the Authority's development of the Project. All of Agency's obligations under this Agreement shall be funded only out of the Agency's Low and Moderate Income Housing Fund.

4. INDEMNIFICATION

4.1 Indemnification.

4.1.1 Authority shall defend, indemnify and hold Agency, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death of persons or property in any manner arising out of or incident to Authority's performance of this Agreement, including without limitation all consequential damages, attorneys' fees and court costs resulting from the negligence of Authority or Authority's agents in the performance of this Agreement. Authority's obligations pursuant to this section 4.1.1 shall not extend

to any liability to the extent such liability arises from the willful misconduct or negligence of the Agency, its elected officials, officers, employees and/or agents.

4.1.2 The Agency shall defend, indemnify and hold Authority, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death or persons or property in any manner arising out of or incident to the Agency's performance of this Agreement, including without limitation all consequential damages, attorneys' fees and court costs, including without limitation all consequential damages, attorneys' fees and court costs resulting from the negligence of the Agency or the Agency's agents in the performance of this Agreement. The Agency's obligations pursuant to this section 4.1.2 shall not extend to any liability to the extent such liability arises from the willful misconduct or negligence of Authority, its elected officials, officers, employees and/or agents.

5. MISCELLANEOUS PROVISIONS

5.1 Defaults - General. Subject to the extensions of time set forth herein, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, and during any period of curing shall not be in default. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such right or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.2 Attorneys' Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

5.3 Notice. Any notice or other delivery required or desired to be sent pursuant to this Agreement shall be addressed as follows:

Agency	Authority
Covina Redevelopment Agency 125 E. College Steet, Covina, CA Covina, CA 91723	Covina Housing Authority 125 E. College Steet, Covina, CA Covina, CA 91723

Attention: Executive Director Attention: Executive Director

City

City of Covina
125 E. College Street, Covina, CA
Covina, CA 91723
Attention: City Manager

Any party may change its address by written notice to the other party.

5.4 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein.

5.5 Assignment. This Agreement shall not be assigned without the written consent of the parties hereto, any assignment without such written consent shall be void and ineffective. The written notice shall become effective four months following its delivery to the Agency, provided that the Agency shall not be responsible for any misdirected written notices under this section 5.5.

5.6 Time of Essence. Time is of the essence for this Agreement.

5.7 Applicable Law; Venue. The laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflicts of laws principles. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate California state court in the County of Los Angeles, California. Each party hereto irrevocably consents to the personal jurisdiction of that court. The parties each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between the parties, due to the fact that either or both of the parties is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, the parties each specifically waive any rights provided to it pursuant to California Code of Civil Procedure section 394. The parties acknowledges that the provisions of this paragraph are material consideration to the parties' entry into this Agreement, in that the parties will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

5.8 Acceptance of Service of Process. In the event that any legal action is commenced by Authority against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director of the Agency, or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against Authority, service of process on Authority shall be made by personal service upon an officer of Authority and shall be valid whether made within or without the State of California, or in such manner as may be

provided by law.

5.9 Rights and Remedies Are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.10 Specific Performance. If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the non-defaulting party, at its option, may thereafter (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default. The remedies and procedures set forth in this section 5.10 are in addition to, and may be exercised cumulatively with or independently of, the parties' rights and remedies under any other section of this Agreement.

5.11 Conflicts of Interest. No member, official or employee of the Agency or the Authority shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. Authority warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

5.12 Nonliability of Authority and Agency Officials and Employees. No member, official, employee, attorney or consultant of the Agency shall be personally liable to Authority, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Authority or to its successor, or on any obligations under the terms of this Agreement. No member, official, employee, attorney or consultant of the Authority shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to Agency or to its successor, or on any obligations under the terms of this Agreement.

5.13 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts of the other party, acts or failure to act of the

Authority or any other public or governmental agency or entity (except that acts or failures to act by a party shall not excuse performance by that party and except in cases where such act or failure to act is allowed or required by law), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time the party claiming such extension gives notice to the other party, provided notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Agency and Authority.

5.14 Inspection of Books and Records. The Agency has the right at all reasonable times to inspect the books and records of Authority pertaining to the Project as pertinent to the purposes of this Agreement.

5.15 Consents and Approvals. Except as otherwise expressly provided by a specific provision of this Agreement, consents and approvals required of the Agency or Authority shall not be unreasonably withheld or delayed.

5.16 Severability. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

5.17 Further Execution of Documents. The parties hereto agree to execute and file and to join in the execution and filing of any and all agreements, consents or other documents reasonably necessary to effect the consummation of the transaction contemplated hereby, as either party may reasonably require.

5.18 Interpretation. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if all parties prepared this Agreement. The masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, the plural number and past and future tenses, respectively, where the context so requires.

5.19 No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, nothing herein is intended to create any third party beneficiaries to this Agreement, and no person or entity other than the Agency and the Authority, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

5.20 Agreement Subject to Validation Action. This Agreement constitutes a contract imposing various indebtedness and obligations upon the Parties. As such, this Agreement is subject to Government Code section 53511 and Code of Civil Procedure sections 860 through 870, providing for legal actions to determine the validity of contracts imposing indebtedness and obligations upon public agencies, when such obligations and indebtedness are related to the essential powers and purposes of such agencies.

5.21 Entire Agreement; Execution. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersede all negotiations or previous agreements between the parties with respect to all or any part of the Project. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

5.22 Waivers and Amendments; Administration. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency or Authority, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and Authority. This Agreement and any provisions hereof may be amended and otherwise administered by the Executive Directors of the Agency and the Authority, respectively, and such amendment or administration shall not require the consent of either governing body of either the Authority or the Agency or any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having an interest in the Project, except as otherwise expressly provided in this Agreement.

[signatures on following page]

SIGNATURE PAGE TO
FINANCIAL ASSISTANCE AND COOPERATION AGREEMENT
COVINA HOUSING AUTHORITY

COVINA HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Chairman

ATTEST:

_____
Authority Secretary

APPROVED AS TO LEGAL FORM
BEST, BEST & KRIEGER, LLP

By: _____
Authority Counsel

COVINA REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Chairman

ATTEST:

_____
Agency Secretary

APPROVED AS TO LEGAL FORM
BEST, BEST & KRIEGER, LLP

By: _____
Agency Counsel

CITY OF COVINA,
a California municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM
BEST, BEST & KRIEGER, LLP

By: _____
City Attorney

EXHIBIT B

COVINA HOUSING PROJECTS

Projects (January 21, 2011-June 30, 2027)	**Total Costs**
McGill Transitional House	$500,000
Wings Transitional Housing	$250,000
Rental Subsidy Program	$900,000
Rehabilitation and Preservation Programs	$2,000,000
200 W. Rowland Rehabilitation	$2,500,000
YWCA Transitional Housing Improvements	$350,000
Vintage Walk Phase 2	$120,000
135 E. Badillo	$50,000
Citrus Walk Project	$932,000
New Housing Initiatives	
Downtown Sites	$12,000,000
Scattered Multi-Family Rehab sites	$4,298,000
Scattered SF affordable sites	$4,000,000
436 E. Cypress	$100,000
Program Administration	$7,000,000
Total	**$35,000,000**

RESOLUTION NO. 11-001

A RESOLUTION OF THE COVINA HOUSING AUTHORITY APPROVING THE FINANCIAL ASSISTANCE AND COOPERATION AGREEMENT BY AND BETWEEN THE HOUSING AUTHORITY, THE CITY, AND THE AGENCY AND ENCUMBERING FUNDS PURSUANT THERETO

WHEREAS, pursuant to Housing Authority Law (Health and Safety Code Section 34200 et seq.), the City of Covina ("City") has activated the Covina Housing Authority ("CHA"); and

WHEREAS, pursuant to the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) the Redevelopment Agency of the City of Covina ("Agency") receives its Low and Moderate Income Housing Funds ("LMIHF") for the preserving, producing, and rehabilitation of Low and Moderate Income Housing; and

WHEREAS, pursuant to the CRL, the Agency is authorized to enter into cooperative agreements for the purpose of increasing, providing and preserving the supply of low and moderate income housing; and

WHEREAS, the City is required to provide affordable housing within its boundaries in accordance with its Regional Housing Needs Assessment ("RHNA")obligation imposed by the California Department of Housing and Community Development.

WHEREAS, the Agency, City and HA desire to enter into the Financial Assistance and Cooperation Agreement to provide the Agency's LMIHF to the HA for the development of affordable housing consistent with the CHA's mission, the Agency's requirements under the CRL and the City's requirements under the RHNA obligation.

NOW, THEREFORE, THE COVINA HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

Section 1. The Covina Housing Authority approves the Financial Assistance and Cooperation Agreement by and between the City, Agency and HA and direct the City Manager/Executive Director to execute the Agreement and take all necessary actions to implement the purpose and intent of this resolution.

Section 2. Pursuant to Title 14, California Code of Regulations Section 15378, this action is not a Project under California Environmental Quality Act as it is merely the creation of a government funding mechanism or other government fiscal activity which does not involve the commitment to a specific project which may result in a potentially significant physical impact on the environment.

PASSED, APPROVED AND ADOPTED this 15th day of February 2011, by the following vote, to wit:

PEGGY DELACH
INTERIM CHAIRMAN

ATTEST:

CATHERINE LACROIX
HA SECRETARY

APPROVED AS TO FORM:

MARCO MARTINEZ
COUNSEL

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF COVINA)

I, Catherine LaCroix, Secretary to the Covina Housing Authority, do hereby certify that the foregoing Resolution No. 11-001 was duly passed and adopted at a special meeting of the Covina Housing Authority on the 15th day of February, 2011 by the following vote, to wit:

AYES: AGENCY MEMBERS:
NOES: AGENCY MEMBERS:
ABSENT: AGENCY MEMBERS:
ABSTAIN: AGENCY MEMBERS:

CATHERINE LACROIX
AGENCY SECRETARY