



City of Covina/Covina Redevelopment  
Agency/Covina Public Finance  
Authority/Covina Housing Authority  
Mayor John King – Mayor Pro Tem Kevin Stapleton  
Council Members Walt Allen, III – Peggy Delach – Bob Low

REGULAR MEETING AGENDA  
125 E. College Street, Covina, California  
Council Chamber of City Hall

**Tuesday, April 5, 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 North 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 [www.covinaca.gov](http://www.covinaca.gov).
- 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 **April 5, 2011**, meeting was posted on **March 31, 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.

*April 5, 2011*

**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, Delach, Low, Mayor Pro Tem/Vice Chairperson Stapleton and Mayor/Chairperson King

**PUBLIC COMMENTS**

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

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

**CLOSED SESSION**

- A. G.C. §54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Name of Case: Badillo Heights, LLC v. City of Covina: Case No. BC448983
  
- B. G.C. §54957.6 – CONFERENCE WITH LABOR NEGOTIATOR  
Agency Designated Representative: Anthony Arroyo, Human Resources Director  
Employee Organizations: Executive Management Group, Police Management Group, Police Association of Covina, Mid-Management and Confidential Employees Group, City's Unaffiliated Employees and American Federation of State, County and Municipal Employees Group

**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, Delach, Low, Mayor Pro Tem/Vice Chairperson Stapleton, and Mayor/Chairperson King

## **PLEDGE OF ALLEGIANCE**

Led by Council Member Allen.

## **INVOCATION**

Led by Covina Police Chaplain Pat Cross.

## **PRESENTATIONS**

- Covina State of the City Address

## **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 March 1, 2011 Regular Meeting of the City Council/Covina Redevelopment Agency/Covina Public Finance Authority.

**CC 2.** City Council to approve the Minutes of the March 8, 2011 Special Meeting of the City Council/Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority.

**CC 3.** City Council to approve the schedule of Mayor's Councilmanic Appointments and adopt **City Resolution No. 11-6950**, appointing the City's representative and alternate to act on behalf of the City at meetings of the City Selections Committee.

**CC 4.** City Council to approve the appointment to the Youth Accountability Board.

- CC 5. City Council to approve the First Amendment to the Professional Services Contract with Tyler Technologies.
- CC 6. City Council to approve a Professional Services Agreement with Civiltec Engineering, Incorporated for Water Utility Reservoir Renovations and Construction Engineering Services.
- CC 7. City Council to approve a Professional Services Agreement with Civiltec Engineering, Incorporated for the Holt Avenue Pump Station Engineering Services.
- CC 8. City Council to review the Prospero Park Code Enforcement Activities – Consideration of Business License Revisions.
- CC 9. City Council to adopt **City Resolution No. 11-6948**, to amend the fiscal year 2010-2011 Public Works Department, Building Inspection Budget for the completion of document conversion of building permits to electronic format.
- CC 10. City Council to adopt **City Resolution No. 11-6945**, declaring its intention to authorize the annexation of territory to Community Facilities District No. 2007-1; and adopt **City Resolution No. 11-6946**, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1.
- CC 11. Redevelopment Agency to adopt **Agency Resolution No. 11-672**, continuing (or terminating) the Declaration of an Emergency, authorizing the waiver of bidding requirements, and approving the roof replacement at the agency-owned McGill Transitional House pursuant to §22050 of the California Public Contract Code.

**CONTINUED PUBLIC HEARING**

- CPH 1. City Council to conduct a Continued Public Hearing to consider application Conditional Use Permit 10-008 and Negative Declaration related to the wireless communication facility located at 1288 N. Bonnie Cove 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 10-008, a Conditional Use Permit for the construction and operation of a 37-foot high roof mounted and screened wireless communication facility and associated equipment; and
- c) Close the public hearing and determine if the required findings can be made. City Council to approve the application and related environmental document or deny the application and continue the matter to allow staff the time to prepare the appropriate resolution for denial.

## **PUBLIC HEARING**

**PH 1.** City Council to conduct a Public Hearing to approve creation of Prospero Park Streetscape for the year 2010-2011 funded with existing CDBG funds.

Staff Recommendation:

- a) Continue this public hearing indefinitely, pending resolution of the location and ongoing maintenance.

## **NEW BUSINESS**

**NB 1.** City Council consideration of the 2011 Engineering and Traffic Survey and Updating of Speed Limits within the City.

Staff Recommendation:

- a) Approve the recommended speed limits for Roadway Segments Nos. 1-42 and 45-77; and
- b) Direct the speed limit to remain 40 miles per hour, as currently posted, for Segments Nos. 43 – Grand Avenue between Puente Street and San Bernardino Road, and 44 – Grand Avenue between San Bernardino Road and Covina Boulevard.

**NB 2.** City Council to award a Contract to Dell Corporation for the Purchase of Server Equipment.

Staff Recommendation:

- a) Award a contact to Dell Corporation for the purchase of Vmware Virtual Server and related equipment; and
- b) Adopt **City Resolution No. 11-6952**, authorizing an amendment to fiscal year 2010-11 budget in account 7200-6250-55700-00.

## **ADJOURNMENT**

The Covina City Council/Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn to the Strategic Planning meeting, **Wednesday, April 6, 2011 at 8:30 a.m.** to be held at the First Presbyterian Church, Williams Hall, 310 North Second Street, Covina, California.



**MINUTES OF THE MARCH 1, 2011 REGULAR MEETING OF THE COVINA CITY COUNCIL/COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING 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/Housing Authority meeting to order at 6:38 p.m. and recessed to closed session. There was no public comment.

**ROLL CALL**

**Council Members Present:** DELACH, ALLEN, KING, LOW, STAPLETON

**Council Members Absent:** None

**Staff Members Present:** City Manager, City Attorney, Police Captain, Fire Battalion Chief, Public Works Director, Community Development Director/CRA Deputy Director, Finance Director, Human Resources Director, Police Captain, Sr. Redevelopment Manager, Sr. Management Analyst, City Planner, Human Resources Analyst and Deputy City Clerk

**AGENDA POSTING DECLARATION**

The Deputy City Clerk of the City of Covina hereby declares that the agenda for the March 1, 2011 regular City Council/Redevelopment Agency/Public Finance Authority/Housing Authority meeting was posted on February 24, 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/CRA Deputy Director  
Negotiations to include both price and term:
- Greg Bozzani – 626 & 602 S. Citrus (APN: 8451-001-911)
- B. G.C. §54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Name of case: NRDC & Baykeeper v. County of Los Angeles et al.

**CONVENE THE MEETING**

The City Council/Redevelopment Agency/Public Finance Authority/Housing Authority meeting reconvened at 7:33 p.m.

City Attorney Marco Martinez announced City/Agency/Authority met in closed session with all members present. City Attorney Marco Martinez announced that there was no reportable action related to closed session item A, conference with real property negotiator. City Attorney Marco Martinez announced that closed session item B is a claim filed by the County of Los Angeles against the City of Covina for indemnity and the City Council, by a vote of 5-0, voted in favor to extend an existing tolling agreement with the County of Los Angeles, with said tolling agreement running until March 2013.

### **PLEDGE OF ALLEGIANCE**

Council Member Low led the pledge of allegiance.

### **INVOCATION**

Covina Police Chaplain, Dr. Patricia Venegas gave the invocation.

### **PRESENTATIONS**

Mayor Delach invited Dolores "Dee" Gramatikas to the lectern and presented her with recognition as she will be honored with the Young Woman's Christian Association (YWCA) of San Gabriel Valley - Women of Achievement Award on May 19, 2011.

Mayor Delach invited the 2010 Miss Covina, Lauren Smolka along the Miss Covina Teens to the lectern and presented each with a recognition for their dedication to the City of Covina.

District Manager of the Golden State Water Company, Benjamin Lewis, gave a presentation on projects underway and discussed scheduled upgrades to the Weymouth Water Treatment Plant and recent rate increases.

Community Development Director/CRA Deputy Director Robert Neiuber, Olson Company Vice President of Community Development, Eric Everhart, and architects from KTG Y Group, Inc., Alan Scales and Juan Flores provided an update on the Citrus Walk Project.

### **PUBLIC COMMENTS**

Ian Calderon, field representative and primary contact for Assembly Member Roger Hernandez, reported that Assemblyman Hernandez would be hosting an interactive town hall budget presentation on Saturday, March 12, 2011, and invited Council and the public to attend.

### **COUNCIL/AGENCY COMMENTS**

Council Member Low stated that he attended the YWCA of San Gabriel Valley and commented on how inspirational it was to see the number of women recognized from all around the San Gabriel Valley.

Mayor Pro Tem King complemented Miss Covina and Miss Covina Teens for the way they represented the community. Mayor Pro Tem King spoke about the California State budget and appealed to the California Governor to back away from Covina Redevelopment funds.

Council Member Stapleton stated Andrew Jackson Wilson, who was politically active in the San Gabriel Valley, passed away. Council Member Stapleton requested the meeting adjourn in his memory.

Council Member Allen congratulated Dee Gramatikas. Council Member Allen expressed his disappointment with the California Governor's proposal to take Redevelopment funds.

Mayor Delach reported that Covina residents should look for important information in their refuse/recycling bills. Residents should pay the January and February refuse/recycling bills by mail or in person at City Hall. Mayor Delach reported that beginning with refuse/recycling service for March 2011, a quarterly bill would come from Covina Disposal (Athens Services). Included in the quarterly billing, residents will find information outlining the street-sweeping schedule and information regarding weekly collection of the blue/gray recycling container. For additional information on refuse/recycling billing, please visit the City's website at [www.covinaca.gov](http://www.covinaca.gov).

Mayor Delach reported that the City is hosting its First Annual Green Fair on Saturday, March 19, 2011, 1:00 to 5:00 p.m. at Covina Park. For additional information, call (626) 384-5480.

### **CITY MANAGER COMMENTS**

City Manager Daryl Parrish stated that staff continues to watch the bill language proposed by the California Governor regarding redevelopment agency funds. City Manager Parrish spoke on concerns about general fund impacts; 20-percent set aside funding, projects that do not have a contract in place by January 1, 2011 and the polarization of the two sides, house and legislator, if the League of California Cities files a lawsuit.

### **CONSENT CALENDAR**

On a motion by Low, seconded by Council Member Allen, the City Council/Redevelopment Agency/Public Finance Authority/Housing Authority approved Consent Calendar items CC1, CC2, CC3, and CC4. **Motion carried 5-0.**

- CC 1. City Council approved the Minutes of the February 1, 2011 Regular Meeting of the City Council/Covina Redevelopment Agency/Covina Public Finance Authority.
- CC 2. City Council approved a Professional Services Agreement with Andy de Silva for Project Management Services.
- CC 3. City Council/Redevelopment Agency adopted **City Resolution No. 11-6934 and Agency Resolution No. 11-658**, approving a transfer of Project Area One and Project Area Two funds to allow the Parks and Recreation Department to plan and carryout Redevelopment Agency outreach events like Thunderfest, the Farmer's Market, and other family oriented events to promote the Redevelopment Project Areas of the City and aid in the elimination of blight during the 2011 calendar year.
- CC 4. Redevelopment Agency approved a request for rent reduction by PRY Properties, tenant of the property located at 528 South Citrus Avenue, location of Bozzani Volkswagen.

## CONTINUED PUBLIC HEARING

**CPH 1.** City Council to conduct a Continued Public Hearing to consider application Conditional Use Permit 10-008, Variance 10-002 and Negative Declaration related to the wireless communication facility located at 1288 North Bonnie Cove Avenue and determine if the required findings can be justified.

At 8:34 p.m., Mayor Delach continued the public hearing and took public testimony.

Kirk Jeffries stated that the date the public hearing is to be continued would be during spring break for children and feels that public hearing should be moved to another date. Mr. Jeffries stated that he would like to see the proposed wireless communication moved to another location.

Chris Hoeg stated that school spring break is April 4 through April 7, 2011 and requested to move the continued public hearing to May 3, 2011. He noted that he and his neighbors have attended all the public hearings. Mr. Hoeg spoke in opposition to having the proposed communication facility placed at this location.

Thomas Philip stated his neighbors covered the same comments he was to make.

At 8:46 p.m., on a motion made by Mayor Delach, seconded by Mayor Pro Tem King, to continue the public hearing to the meeting of April 5, 2011. **Motion carried 5-0.**

**CPH 2.** City Council to conduct a Continued Public Hearing to consider application Conditional Use Permit 10-010, Variance 10-004 and Negative Declaration related to the wireless communication facility located at 1175 East Garvey Avenue and determine if the required findings can be justified.

At 8:47 p.m., Mayor Delach continued the public hearing. There were no comments. On a motion made by Council Member Low, seconded by Mayor Pro Tem King, to continue the public hearing to the meeting of March 15, 2011. **Motion carried 5-0.**

## JOINT PUBLIC HEARING

**JPH 1.** City Council/Redevelopment Agency/Housing Authority to hold a joint public hearing to consider the Disposition and Development Agreement between the Agency and Maria Mercy Moreno for the property at 147-151 East College Street, Covina

Mayor Delach opened the public hearing at 8:49 and took public testimony.

Community Development Director/CRA Deputy Director Robert Neiuber provided a staff report of the agreement between the City and Maria Mercy Moreno.

Mercy Moreno expressed her excitement for the new restaurant project. Ms. Moreno spoke on the great opportunity to create new jobs and bring a nice restaurant with California-type cuisine to the City.

Mayor Delach closed the public hearing at 8:53 p.m.

Council Member Allen stated that he hears from many residents who convey the need for additional restaurants in Covina. Council Member Allen expressed his support.

Council Member Low requested a definition to the term family-style restaurant mentioned in the staff report and inquired if there would hard-liquor sold at the location.

Community Development Director/CRA Deputy Director Neiuber responded the family-style restaurant definition communicates a restaurant where a family feels welcome and his understanding is that the owners intend to sell hard-liquor.

On a motion made by Mayor Pro Tem King, seconded by Council Member Allen, the City Council/Redevelopment Agency/Housing Authority adopted **City Resolution No. 11-6935**, approving the sale of real property by the Covina Redevelopment Agency pursuant to that certain Disposition and Development Agreement between the Covina Redevelopment Agency and Maria Mercy Moreno. **Motion carried 4-1, with Council Member Low voting no.**

On a motion made by Mayor Pro Tem King, seconded by Council Member Allen, the City Council/Redevelopment Agency/Housing Authority adopted **Agency Resolution No. 11-659**, approving the sale of real property by the Covina Redevelopment Agency pursuant to that certain Disposition and Development Agreement between the Covina Redevelopment Agency and Maria Mercy Moreno, and authorizing assignment of the Disposition and Development Agreement. **Motion carried 4-1, with Council Member Low voting no.**

On a motion made by Mayor Pro Tem King, seconded by Mayor Delach the City Council/Redevelopment Agency/Housing Authority adopted **Authority Resolution No. 11-002**, accepting assignment of that certain Disposition and Development Agreement between the Covina Redevelopment Agency and Maria Mercy Moreno for property located at 147-151 East College Street, Covina. **Motion carried 4-1, with Council Member Low voting no.**

**JPH 2.** City Council/Redevelopment Agency to conduct a joint public hearing to authorize the transfer of Redevelopment Agency properties described as Assessor Parcel Numbers: 8451-001-912, 8444-021-904, 8431-014-904, 8430-026-900, 8429-009-900, 8447-031-901 and 8445-009-909 from the Agency to the City.

Mayor Delach opened the public hearing at 8:58 p.m. and took public testimony.

Community Development Director/CRA Deputy Director Robert Neiuber stated that there are a number of agency properties used for public purposes and it seems prudent to seek approval to transfer the properties over to the City for continued public use.

Community Development Director/CRA Deputy Director Neiuber requested the resolutions be amended to include the language that the City Manager/Executive Director be able to implement action if needed.

Mayor Delach closed the Public hearing at 9:01 p.m.

On a motion made by Council Member Stapleton, seconded by Council Member Allen, the City Council/Redevelopment Agency adopted **City Resolution No. 11-6936**, making certain findings pursuant to California Health and Safety Code Sections 33430 and 33431 in connection with the Covina Redevelopment Agency's transfer of certain public properties within Covina Revitalization Redevelopment Project No. One and project No. Two to the City of Covina; and adopted **Resolution No. 11-660**, making certain findings pursuant to California Health and Safety Code Sections 33430 and 33431 in connection with the Covina Redevelopment Agency's transfer of certain public properties within Covina Revitalization Redevelopment Project No. One and Project No. Two to the City of Covina; and approve and authorize the City Manager/Executive Director at his discretion to make decisions to execute any other documents as may be necessary to implement said resolutions. **Motion carried 5-0.**

**JPH 3.** City Council/Redevelopment Agency/Housing Authority to conduct a joint public hearing to authorize the transfer of Redevelopment Agency properties described as Assessor Parcel Numbers 8445-001-918 and 8434-002-904 from the Redevelopment Agency to the Covina Housing Authority.

Mayor Delach opened the public hearing at 9:02 p.m. and took public testimony.

City Manager Daryl Parrish stated this item is similar to the previous item, in which agency property is being transferred to the Housing Authority as they involved housing funds. Community Development Director/CRA Deputy Director Neiuber requested the resolutions be amended to include the language that the City Manager/Executive Director be able to implement action if needed.

Mayor Delach closed the Public hearing at 9:03 p.m.

On a motion made by Council Member Council Member Stapleton, seconded by Council Member Low, the City Council/Redevelopment Agency adopted **City Resolution No. 11-6937**, approving the transfer of certain real properties owned by Covina Redevelopment Agency within and outside the Covina Revitalization Redevelopment Project No. One and Project No. Two to the Covina Housing Authority pursuant to California Health and Safety Code Sections 33430, 33431, 33445 and 33445.1 and making certain findings with regard thereto; and adopted **Agency Resolution No. 11-661**, approving transfer Agency owned real properties within and outside the Covina Revitalization Redevelopment Project No. One and Project No. Two to the Covina Housing Authority pursuant to California Health and Safety Code Sections 33430, 33431, 33445 and 33445.1 and making certain findings with regard thereto; and adopted **Authority Resolution No. 11-003**, accepting the transfer of certain real properties owned by the Covina Redevelopment Agency within and outside the Covina Revitalization Redevelopment Project No. One and Project No. Two; and approve and authorize the

City Manager/Executive Director at his discretion to make decisions to execute any other documents as may be necessary to implement said resolutions. **Motion carried 5-0.**

**ADJOURNMENT**

At 9:04 p.m., Mayor Delach adjourned the Covina City Council/Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority meeting in memory of Andrew Jackson "Jack" Wilson. The next meeting of the City Council/Redevelopment Agency/Public Finance Authority/Housing Authority meeting is scheduled for Tuesday, March 15, 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.

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Catherine M. LaCroix  
Deputy City Clerk/Agency/Authority Secretary

Approved this 5th day of April, 2011.

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John C. King, Mayor/Chairperson



**MINUTES OF THE MARCH 8, 2011 SPECIAL MEETING OF THE COVINA CITY COUNCIL/COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

**CALL TO ORDER**

Mayor Delach called the special City Council/Redevelopment Agency/Public Finance Authority/Housing Authority meeting to order at 6:32 p.m.

**ROLL CALL**

**Council Members Present:** DELACH, ALLEN, KING, STAPLETON  
**Council Members Absent:** LOW  
**Staff Members Present:** City Manager, City Attorney, Police Captain, Public Works Director, Community Development Director/CRA Deputy Director, Finance Director, Human Resources Director, Police Captain, Sr. Redevelopment Manager, Sr. Management Analyst, City Planner, Human Resources Analyst and Deputy City Clerk

**AGENDA POSTING DECLARATION**

The Deputy City Clerk of the City of Covina hereby declares that the agenda for the March 8, 2011 special City Council/Redevelopment Agency/Public Finance Authority/Housing Authority meeting was posted on March 7, 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 Pro Tem King led the pledge of allegiance.

**INVOCATION**

Community Development Director/CRA Deputy Director Robert Neuber gave the invocation.

**PUBLIC COMMENTS**

None.

**COUNCIL/AGENCY/AUTHORITY COMMENTS**

None.

**CITY MANAGER COMMENTS**

None.

## CONSENT CALENDAR

On a motion by Council Member Allen, seconded by Mayor Pro Tem King, the City Council/Redevelopment Agency/Public Finance Authority/Housing Authority approved Consent Calendar items CC1, CC2, and CC3. **Motion carried 4-0, with Council Member Low absent.**

- CC 1.** City Council/Redevelopment Agency/Housing Authority Authorized the City Manager/Authority Executive Director/Agency Executive Director or his designee to execute an Agreement for the McGill Transitional House Operation and Supportive Services with Catholic Charities of Los Angeles, Inc.
- CC 2.** City Council/Redevelopment Agency/Housing Authority:
- a) Adopted **City Resolution 11-6941**, of the City of Covina authorizing application for funds through the Los Angeles Continuum of Care 2010 SuperNOFA; and
  - b) Adopted **Agency Resolution 11-662** of the Covina Redevelopment Agency supporting the City's application for funds through the Los Angeles Continuum of Care 2010 SuperNOFA; and
  - c) Adopted **Authority Resolution 11-004** of the Covina Housing Authority supporting the City's application for funds through the Los Angeles Continuum of Care 2010 SuperNOFA.
- CC 3.** City Council/Redevelopment Agency/Housing Authority adopted **Agency Resolution No. 11-663** approving the continuation of the rental subsidy program through December 31, 2011, and approving the First Amendment to participants' agreements at apartment complexes citywide.

## NEW BUSINESS

- NB 1.** Redevelopment Agency for the approval of additional Participant, City Ventures, in Vintage Walk Participation Agreement dated December 6, 2005, and approval of the funding for the Down Payment Assistance Program for assistance in three affordable Vintage Walk units.

City Manager Daryl Parrish reported the approval would amend an existing participation agreement, adding another partner, City Ventures, for phase two of the Vintage Walk project. It would also appropriate set aside funds to subsidize the rental program. City Manager Parrish noted that there is no risk to general funds; should no funds be available because the State's budget proposal, the subsidy agreement would become null and void.

On a motion by Mayor Pro Tem King, seconded by Council Member Stapleton, the City Council/Redevelopment Agency/Public Finance Authority/Housing Authority approved the First Amendment to Participant Agreement, approving one additional participant, City Ventures, in that certain Participation Agreement between the Covina Redevelopment Agency and Olson Urban Housing, LLC; and adopted **Agency Resolution 11-664**, amending the fiscal year 2010-2011 Covina Redevelopment Agency budget to reflect an appropriation of \$90,000 from Housing set-aside undesignated funds to fund the Down Payment Assistance Program for three affordable housing units in

Phase Two of the Vintage Walk project. **Motion carried 4-0, with Council Member Low absent.**

### **JOINT NEW BUSINESS**

**JNB1.** City Council/Redevelopment Agency/Housing Authority to consider for re-roofing of the Transitional House Under Section 22050 of the California Public Contract Code.

City Manager Parrish reported the approval would give the declaration of an emergency to waive bidding requirements for the roof replacement at the McGill House.

Mayor Pro Tem King inquired and Community Development Director/CRA Deputy Director Robert Neiuber responded that the department would get three bids from local contractors.

On a motion by Mayor Pro Tem King, seconded by Council Member Allen, the City Council/Redevelopment Agency/Public Finance Authority/Housing Authority City Council/Redevelopment Agency/Housing Authority to adopted **Agency Resolution No. 11-669** declaring the emergency, authorizing the waiver of bidding requirements, and approving the roof replacement at the Agency-owned transitional house under Section 22050 of the California Public Contract Code; and adopted **Agency Resolution 11-665**, amending the fiscal year 2010-2011 Covina Redevelopment Agency budget to reflect an appropriation of \$20,000 from housing set-aside undesignated funds to provide funding for replacement of the roof at the transitional house. **Motion carried 4-0, with Council Member Low absent.**

**JNB2.** City Council/Redevelopment Agency for the consideration of approval of Funding Agreement and Affordable Housing Agreement between Covina Redevelopment Agency and YWCA of San Gabriel Valley for transitional housing.

City Manager Parrish reported the approval involves a proposal to renovate a transition house for women and children in partnership with YWCA of San Gabriel Valley.

Nuala Gasser, Sr. Redevelopment Manager, provided highlights of the first phase of the project would cost approximately \$770,000 to make eleven bedrooms from the four bedroom home.

On a motion by Mayor Pro Tem King, seconded by Council Member Allen, the City Council/Redevelopment Agency/Public Finance Authority/Housing Authority City Council/Redevelopment Agency/Housing Authority adopted **Agency Resolution No. 11-666**, approving that certain affordable Funding Agreement between Covina Redevelopment Agency and YWCA of San Gabriel Valley, and adopted **Agency Resolution No. 11-667**, approving that certain Affordable Housing Agreement between Covina Redevelopment Agency and YWCA of San Gabriel Valley, and adopted **Agency Resolution 11-668**, amending the fiscal year 2010-2011 Covina Redevelopment Agency budget to reflect an appropriation of \$474,000 from housing set-aside undesignated funds to provide financial assistance through the Funding Agreement (Wings) with the YWCA

of San Gabriel Valley, and adopted **City Resolution 11-6942**, approving that certain Funding Agreement (Wings) between the Covina Redevelopment Agency and YWCA of San Gabriel Valley and making certain associated findings; and adopted **City Resolution No. 11-6943**, approving that certain Affordable Housing Agreement between Covina Redevelopment Agency and YWCA of San Gabriel Valley, and making certain associated findings. **Motion carried 4-0, with Council Member Low absent.**

### **ADJOURNMENT**

At 6:41 p.m., Mayor Delach adjourned the Covina City Council/Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority special meeting. The next meeting of the City Council/Redevelopment Agency/Public Finance Authority/Housing Authority meeting is scheduled for Tuesday, March 15, 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.

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Catherine M. LaCroix  
Deputy City Clerk/Agency/Authority Secretary

Approved this 5th day of April, 2011.

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John C. King, Mayor/Chairperson

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** CC3

**STAFF SOURCE:** Daryl Parrish, City Manager  
Mary Lou Walczak, Executive Assistant to the City Manager

**ITEM TITLE:** Confirmation of Schedule of Mayor's Councilmanic Appointments and Adoption of Resolution of the City Council of the City of Covina appointing the City's Representative and Alternate on the City Selection Committee.

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**STAFF RECOMMENDATION**

- a. Approve the Mayor's designation of delegates and alternates to Regional and City Boards and Commissions; and
- b. Approve **Resolution 11-6950** appointing the City's Representative and Alternate to act on behalf of the City at meetings of the City Selection Committee.
- c. Authorize the City Clerk to fill the appointed names on said resolution.

**FISCAL IMPACT**

None

**BACKGROUND**

With each election and/or reorganization of the City Council come appointments by the Mayor of City representatives (Council Members) to various organizations in which the City has membership or participates as a liaison.

Following is the list of organizations to which the Mayor has assigned participation by Council representatives.

- County Sanitation Districts of Los Angeles County
- L. A. Works
- Foothill Transit Zone
- Independent Cities Association
- League of California Cities \*
- San Gabriel Valley Council of Governments (COG)
- San Gabriel Valley Mosquito and Vector Control District
- San Gabriel Valley Water Association
- Southern California Association of Governments
- City Selection Committee \*
- CCHOA/CCEAC(CA Cities Home Ownership Authority/CA Cities Economic Assistance Corporation)

- \* Historically the delegate and alternate of these organizations are the same as the meetings are held concurrently.



CITY OF COVINA  
 SCHEDULE OF MAYOR'S COUNCILMANIC APPOINTMENTS  
 April 20, 2010

<u>AGENCY</u>	<u>DELEGATE</u>	<u>ALTERNATE</u>	<u>MEETING DAYS AND TIMES</u>
Sanitation Districts of Los Angeles County 1955 Workman Mill Road Whittier, CA 90607 (562) 699-7411	<b>Delach</b>	<b>King</b>	4th Wednesday each month at 1:30 p.m., District Offices Kimberly S. Compton, Sec. to Brd
L. A. Works (formerly ESGV Consortium) 5200 Irwindale Ave. Irwindale, CA 91706 (626) 960-3964	<b>Stapleton</b>	<b>Allen</b>	3rd Thursday each month at 4:00 p.m., L.A. Works offices Sal Velasquez, Executive Director
Foothill Transit Zone 100 S. Vincent Ave., Suite 200 West Covina, CA 91790 (626) 967-2274 X235	<b>Delach</b>	<b>Low</b>	1st Wednesday Annually in May at 5:30 p.m. Doran Barnes, Executive Director
Independent Cities Association P.O. Box 1750 Palmdale, CA 93590-1750 (877) 906-0941	<b>Stapleton</b>	<b>Delach</b>	Quarterly/when called at 6:30 p.m. Deborah J. Smith, Exec. Director
League of California Cities L. A. County Division P.O. Box 2336 West Covina, CA 91793-2336 (818) 212-3238	<b>Delach</b>	<b>Allen</b>	1st Thursday each month at 6:30 p.m. (various locations) Ben Wong, So CA Director
San Gabriel Valley Council of Governments (COG) The Alhambra 100 S. Fremont Ave, Unit #42 Alhambra, CA 91803 (626) 457-1800	<b>Stapleton</b> <i>transportation committee Stapleton / Alex G 1-10 210 Corridor - Stapleton Solid Waste - Stapleton</i>	<b>King</b>	3rd Thursday each month at 6:00 p.m. (Edison Center/Irwindale) (6080 Irwindale Ave.) Nicholas T. Conway, Exec. Dir.
San Gabriel Valley Mosquito and Vector Control District 1145 North Azusa Canyon Rd. West Covina, CA 91790 (626) 814-9466	<b>(Henry Morgan)</b> (Serves until 1/12 or resigns from district) (appointed Nov 8, 2008 for 4 years)	<b>Low</b>	2nd Friday each month at 7:00 a.m.  Mr. Steve West, District Manager
SGV Water Assn. (Watermaster) 725 N. Azusa Ave. Azusa, CA 91702 (626) 815-1300	<b>Delach</b>	<b>Stapleton</b>	2nd Wednesday, quarterly at 6:30 pm Sylvia Chavis, Exec. Secretary
Southern California Association of Governments (SCAG) 818 West Seventh Street, 12th Fl. Los Angeles, CA 90017-3435 (213) 236-1800	<b>King</b>	<b>Low</b>	Annual/when called Hasam Ikhrata, Exec. Director
City Selection Committee & LAFCO L.A. County Commission Services Hall of Admin., 500 W. Temple St. Los Angeles, CA 90012 (213) 974-1411	<b>Delach</b>	<b>Allen</b>	When Called (Held in conjunction w/ League meetings) Violet Varona-Lukens, Exec. Officer
CCHOA/CCHFA 748 Pebble Beach Drive Upland, CA 91784 (877) 949-9833 (CCHOA – California Cities Home Ownership Authority) (CCHFA – California Communities Housing and Finance Agency)	<b>Low</b>	<b>Delach</b>	When Called -- Teleconference Lorinda Johnson, Office Manager

CITY OF COVINA  
SCHEDULE OF MAYOR'S COUNCILMANIC APPOINTMENTS  
April 20, 2010

COUNCIL LIAISON TO BOARDS, COMMISSIONS, COMMITTEES

Planning Commission ..... Delach/King  
(Council Chambers @ 7:30 p.m. 2<sup>nd</sup> & 4<sup>th</sup> Tuesday each month)

H.C.D.A. ....King/Low  
(Library Community Room @ 7:00 p.m.—check agenda)  
(CD Partnership – John King)

Youth Accountability Board ..... Low/Allen  
(Quarterly —check agenda for time and location)

Library Board of Trustees .....Stapleton/Delach  
(Library Community Room—7:30 pm/2nd Tuesday each month)

Cultural Arts Advisory Commission .....Low  
(Hollenbeck Park Office 7:00 p.m./1<sup>st</sup> Wednesday after 2<sup>nd</sup> Tuesday each month)

Covina Concert Band .....Allen  
(Coldwell Banker Towne & Country on Citrus Avenue south of Workman St.,  
@ 9:00 a.m. on the 3<sup>rd</sup> Saturday each month)

City Auditors Committee .....Allen/Delach  
Meets twice a year with the City Auditors

Community Recognition Committee .....King  
Serve for 2 years – Meets annually

**Council Committee -- Policy Development Assignments**

(Additions/deletions to policy types and assignments may occur throughout the year)

Planning – Delach/King  
Code Enforcement – Stapleton/Allen  
Parks & Recreation – King/Stapleton  
Seniors – Stapleton/Low  
Public Library – Stapleton/Low

**RESOLUTION NO. 11-6950**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,  
CALIFORNIA, APPOINTING THE CITY'S REPRESENTATIVE AND  
ALTERNATE ON THE CITY SELECTION COMMITTEE.**

WHEREAS, the City Council of the city of Covina does hereby resolve as follows.

SECTION 1. \_\_\_\_\_, shall be the City of Covina representative to the City Selection Committee and as such is entitled to participate in all meetings of that Committee on behalf of the City.

SECTION 2. \_\_\_\_\_, shall be the City of Covina alternate representative to the City Selection Committee and as such is entitled to participate in all meetings of that Committee in the absence of the City's representative.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

Further the City Clerk shall transmit a copy thereof to the County of Los Angeles, Board Operations, Commission Services; and the League of California Cities, Los Angeles County Division.

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
John King, Mayor

ATTEST:

\_\_\_\_\_  
Catherine LaCroix, Deputy City Clerk

APPROVED AS TO FORM;

\_\_\_\_\_  
Marco Martinez, City Attorney

Exhibit B

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:**

**STAFF SOURCE:** Martha Heaviside, Deputy City Clerk's Office *MH*

**ITEM TITLE:** Appointment to the Youth Accountability Board

**STAFF RECOMMENDATION**

Appoint Arline A. Payne to the Youth Accountability Board

**FISCAL IMPACT**

None

**BACKGROUND**

The purpose of the Youth Accountability Board is to assist the Covina Police Department in administering a diversion program for juvenile first offenders. The program serves as an alternative to prosecution. Specific member responsibilities include case intake, determination of program requirements, monitoring individual case progress and deciding if juveniles will continue in the program.

The Youth Accountability Board currently has two vacancies.

**RELEVANCE TO THE STRATEGIC PLAN**

This item has no direct relevance to the strategic plan.

**EXHIBITS**

- A. List of terms expiring and qualifications for appointment
- B. 2010 recruitment advertisement
- C. Youth Accountability Board application
- D. Boards, Committee and Commission Descriptions, Duties & Responsibilities
- E. Resolution No. 09-0678 – Codes of Conduct for the City Council and all City Boards

<b>REVIEW TEAM ONLY</b>	
City Attorney: <i>[Signature]</i>	Finance Director: <i>[Signature]</i>
City Manager: <i>[Signature]</i>	Other: <i>[Signature]</i>

**Boards and Commissions Term Appointments and Expirations  
2010-2011**

<b>Last Name</b>	<b>First Name</b>	<b>Appointed Date</b>	<b>Term Begins</b>	<b>Term Ends</b>
<b>Board of Appeals</b>				
Hodapp	Charles	01-Nov-05	01-Jul-09	30-Jun-11
McMeekin	Dan	01-Nov-05	17-Nov-09	30-Jun-11
Patterson	Win	21-Aug-07	01-Jul-09	30-Jun-11
<b>Community Recognition Policy Committee (2-year term)</b>				
White	Anita C.	03-Nov-09	03-Nov-09	30-Jun-11
King	John	21-Jun-05	03-Nov-09	30-Jun-11
<b>Cultural Arts Advisory Commission (3-year term)</b>				
Castillo	Gary	19-Jun-07	01-Jul-07	30-Jun-10
Ennis	Kathryn	05-Oct-10	01-Jul-10	30-Jun-13
Feldheim	Fred	05-Mar-02	01-Jul-09	30-Jun-12
Hall	Ann	05-Oct-10	01-Jul-10	30-Jun-13
Hernandez	Andres	05-Oct-10	01-Jul-10	30-Jun-13
Lopez-Martinez	Aydee	06-Jul-10	01-Jul-10	30-Jun-13
Orso	Robert	01-Sep-09	01-Sep-09	30-Jun-12
Santana	Stuart	19-Jun-07	01-Jul-07	30-Jun-10
Tucker	Jared	01-Jul-08	01-Jul-08	30-Jun-11
<b>Historic Preservation Board (4-year term)</b>				
Chadwick	George	19-Jun-07	01-Jul-07	30-Jun-11
Connors	John	02-Sep-08	02-Sep-08	30-Jun-12
Hodapp	Charles	02-May-00	01-Jul-09	30-Jun-13
McMeekin	Dan	03-Oct-06	01-Jul-07	30-Jun-11
Patterson	Win	01-Jul-05	01-Jul-09	30-Jun-13
VACANT				
VACANT				

**Boards and Commissions Term Appointments and Expirations  
2010-2011**

<b>Last Name</b>	<b>First Name</b>	<b>Appointed Date</b>	<b>Term Begins</b>	<b>Term Ends</b>
<b>Housing &amp; Community Development (4-year term)</b>				
Castro	Don	19-Aug-03	01-Jul-10	30-Jun-14
Dahlen	Woody	17-Aug-10	01-Jul-10	30-Jun-14
Dolfi	Kimberley	16-Sep-08	16-Sep-08	30-Jun-12
Fern	Charles "Mike"	06-Sep-05	16-Sep-08	30-Jun-12
Fox	Marilyn "Mickey"	19-Aug-06	01-Jul-10	30-Jun-14
Hernandez	Jennifer	16-Sep-08	16-Sep-08	30-Jun-12
King	Marian	06-Jun-00	16-Sep-08	30-Jun-12
Manning	Kay	06-Jun-06	01-Jul-10	30-Jun-14
VACANT				
<b>Library Board of Trustees (3-year term)</b>				
Arroyo	Sally	02-Nov-10	01-Jul-10	30-Jun-13
Feldheim	Fred	01-Jul-95	01-Jul-10	30-Jun-13
Gainor	Eugenia	06-Jun-06	01-Jul-09	30-Jun-12
Kemp	Charles	06-Jul-10	01-Jul-10	30-Jun-13
Lewis	Alvin	19-Aug-03	01-Jul-08	30-Jun-11
<b>Parking Place Commission (3-year term)</b>				
Johnson	Jeffrey	01-Jul-99	01-Jul-08	30-Jun-11
Rajcic	Valerie	07-Sep-99	01-Jul-07	30-Jun-10
VACANT				
<b>Personnel Advisory Board (4-year term)</b>				
Cobbett	Geoffrey	02-Sep-08	01-Jul-09	13-Jun-13
Pierce	Glen	16-Jan-96	02-Sep-08	30-Jun-12
Rader	Kevin F.	03-Oct-06	01-Jul-07	30-Jun-11
Ramirez	Leona	19-Aug-03	01-Jul-07	30-Jun-11
VACANT				

**Boards and Commissions Term Appointments and Expirations  
2010-2011**

<b>Last Name</b>	<b>First Name</b>	<b>Appointed Date</b>	<b>Term Begins</b>	<b>Term Ends</b>
<b>Planning Commission (4-year term)</b>				
Chadwick	George	01-Jul-07	01-Jul-07	30-Jun-11
Conners	John	02-Sep-08	02-Sep-08	30-Jun-12
Hodapp	Charles	02-May-00	01-Jul-09	30-Jun-13
McMeekin	Dan	03-Oct-06	01-Jul-07	30-Jun-11
Patterson	Win	01-Jul-05	01-Jul-09	30-Jun-13
<b>Traffic Advisory Committee (3-year term)</b>				
Cobbett	Geoffrey	06-Jun-88	01-Jul-08	30-Jun-11
Conner	Audrey	20-Jun-00	01-Jul-09	30-Jun-12
Johnson	Jeffrey	02-Jun-09	01-Jul-09	30-Jun-12
Manning	Kay	06-Jun-06	01-Jul-09	30-Jun-12
McMeekin	Dan	16-Jan-96	01-Jul-07	30-Jun-10
Melendrez	Thomas J.	21-May-92	01-Jul-09	30-Jun-12
Prescott	Bill	21-Jun-04	01-Jul-08	30-Jun-11
VACANT				
<b>Youth Accountability Board (2-year term)</b>				
Butterworth	John	01-Jul-08	01-Jul-10	30-Jun-12
Manning	Kay	19-Jun-07	01-Jul-09	30-Jun-11
Medina	Henry	19-Jun-07	01-Jul-09	30-Jun-11
Medina	Roxanne	03-Oct-06	01-Jul-09	30-Jun-11
Nichols	Barbara	19-Jun-07	01-Jul-09	30-Jun-11
White	Anita C.	01-Mar-05	01-Jul-09	30-Jun-11
VACANT				
VACANT				
VACANT(alt.)				
VACANT(alt.)				
Revised 3/21/11				



**COMMUNITY INVOLVEMENT OPPORTUNITIES  
ANNUAL MEMBERSHIP RECRUITMENT  
CITY BOARDS, COMMISSIONS AND COMMITTEES**

NOTICE IS GIVEN that the City of Covina is currently accepting applications from interested Covina citizens to serve as volunteers on the following City boards, commissions and committees which have membership terms expiring on June 30, 2010:

**CULTURAL ARTS ADVISORY COMMISSION  
HISTORIC PRESERVATION BOARD  
HOUSING & COMMUNITY DEVELOPMENT ADVISORY COMMITTEE  
PARKING PLACE COMMISSION  
TRAFFIC ADVISORY COMMITTEE  
YOUTH ACCOUNTABILITY BOARD**

Information regarding the qualifications for appointment and application procedures can be obtained by interested citizens in the City Clerk's office at City Hall, 125 East College Street, Covina, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Thursday, or you may telephone the City Clerk's office at (626) 384-5430 during business hours.

The City Clerk's office will accept applications until the positions have been filled. Applications received will be submitted to the City Council and/or Mayor for consideration.

Martha Heavyside  
Deputy City Clerk

Publish: July 29, 2010, August 5, 2010, August 12, 2010 and August 19, 2010  
in the San Gabriel Valley Examiner

**EXHIBIT B**



**CITY OF COVINA**  
**BOARD, COMMITTEE AND COMMISSION DESCRIPTIONS**

**CULTURAL ARTS ADVISORY COMMISSION**

The Cultural Arts Advisory Commission consists of nine (9) members. Covina residency is not a requirement; however, it is recommended that individuals have an interest in enriching the community through the advocacy and promotion of the arts. Commission members must be dedicated to nurturing the educational, social and economic growth of the City's cultural environment in which the arts, heritage and creativity of all citizens is supported and encouraged. This Commission should include a diverse representation by businesses, educators, school districts, individual artists and art patrons.

The Commissioners serve for a term of three years, on a rotating basis, and are appointed by the City Council.

The Cultural Arts Advisory Commission holds its regular meetings on the Wednesday following the second Tuesday of each month, at 7:00 p.m., at various locations throughout Covina. All meetings are open to the public and are subject to a formal agenda noticed publicly in advance. Formal minutes (notes) are also prepared as a public record.

The functions of the Cultural Arts Advisory Commission are: (1) to establish programs that provide a rich arts experience in all disciplines to a diverse audience; (2) to provide cultural opportunities and encourage artistic and economic growth in the City of Covina; (3) to expand and enhance arts education in our schools and our community at large; and (4) to engage all members of the community in the discussion, support and participation in the arts.

**HISTORIC PRESERVATION BOARD**

The Historic Preservation Board consists of seven members. Five of the members are the Planning Commissioners, who are appointed by the City Council. The City Council selects the two remaining members from interested professional persons who have special knowledge in architecture, historic preservation, planning, contracting, archeology or building restoration; or who demonstrate interest, competence or knowledge in historic preservation. Although it is not mandatory, it is preferred that members reside, own property or operate a business in Covina.

The Board members serve four-year terms and are appointed by the City Council.

The Board meets quarterly on the 2<sup>nd</sup> Tuesday of January, April, July, and October at 7:00 p.m. in the City Hall Council Chamber, 125 East College Street. The meeting schedule may be adjusted at the request of the Planning Commission. All meetings are open to the public and are subject to a formal agenda noticed publicly in advance. Formal minutes are also prepared as a public record.

The Historic Preservation Board was created to promote historic preservation and review nominations; to create procedures to voluntarily nominate historic landmarks or structures of merit; and establish procedures to consider requests for significant modification of a historic structure that has been previously designated.

**HOUSING AND COMMUNITY DEVELOPMENT ADVISORY COMMITTEE**

The Housing and Community Development Advisory Committee (H.C.D.A.) consists of nine members appointed by the City Council. The only selection criterion is that those appointed be reasonable representatives of Covina's demographic patterns (age, sex, race, income, etc.). Due to many recent joint projects with the County of Los Angeles, residents of Covina's County areas may be considered for appointment to the H.C.D.A. Committee at the discretion of the City Council.

The term of appointment is four years. The Committee meets at 7:00 p.m. on the 2<sup>nd</sup> Wednesday of the following months: January, February, May, September, November and December. Meetings are held in the Public Library Community Room, 234 North Second Avenue, Covina.

**HOUSING AND COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (Continued)**

All meetings are open to the public and are subject to a formal agenda noticed publicly in advance. Formal minutes are also prepared as a public record.

The function of the Committee is to advise the City Council in matters relating to the Housing and Community Development Act of 1974. The members are involved in the development and/or review of all elements pertaining to the planning and preparation of the annual Community Development Block Grant application. The Committee evaluates the Grant programs and makes recommendations to the City Council.

**LIBRARY BOARD OF TRUSTEES**

The Library Board of Trustees consists of five members. The only requirement for appointment is to be a Covina resident; however, library or education experience is desirable.

The members serve three-year terms and are appointed by the Mayor, subject to ratification by the City Council.

The Board meets on the second Tuesday of each month at 7:30 p.m. in the Library Conference Room, Public Library, 234 North Second Avenue, Covina.

All meetings are open to the public and are subject to a formal agenda noticed publicly in advance. Formal minutes are also prepared as a public record.

The Board may make and enforce all rules, regulations and bylaws necessary for the administration, government and protection of the Library under its management, and all property belonging thereto. Annually, the Board reports to the State Librarian on the condition of the Library.

**PARKING PLACE COMMISSION**

The Board of Parking Place Commissioners is made up of three members. The State Streets and Highways Code requires that these members be persons of business experience and ability. Board members may be either an owner or lessee of property within the Parking District or an officer, employee or agent of a corporation owning or leasing property within the District.

The boundaries of the Parking District are as shown on Exhibit "D" of this summary.

These Commissioners serve for a term of three years and are appointed by the Mayor, subject to ratification by the City Council.

The Commission holds regular meetings on the first Thursday of each month following the City Council meeting. The meeting is normally held at 2:00 p.m. in the Council Chambers of City Hall, 125 East College Street, Covina.

All meetings are open to the public and are subject to a formal agenda noticed publicly in advance. Formal minutes are also prepared as a public record.

In general, the Board is empowered with the operation, management and control of parking places within the District. It fixes, regulates and collects rentals, fees or charges for the parking of vehicles in parking places under its control, and may provide different rates for different classes of customers or user.

**PERSONNEL ADVISORY BOARD**

The Personnel Advisory Board consists of five members. Appointees are required to be residents of Covina and cannot hold a salaried position with the City.

The members serve four-year terms and are appointed by the City Council.

### **PERSONNEL ADVISORY BOARD (Continued)**

The Board meets in the Council Chamber of City Hall, 125 East College Street, Covina, at a time designated by the Chairman. Meetings are held only upon occasion of certain grievances filed by employees of the City. Meetings are typically held during normal business hours and occasionally on a Saturday.

Closed sessions may be held to consider the appointment or dismissal of a public employee, or to hear complaints or charges brought against an employee by another person or employee, unless the employee requests that the matter be conducted publicly.

Meetings are subject to a formal agenda noticed publicly in advance and formal minutes are also prepared as a public record.

The duties of the Personnel Advisory Board are established by Covina Municipal Code Section 2.36.040; however, the scope of the assignment is limited by the Personnel Rules. Under the Personnel Rules the Board shall hear appeals of Type II Grievances resulting from disciplinary actions including, but not limited to, suspension, demotion or termination.

### **PLANNING COMMISSION**

The Planning Commission is established by State Government Code 65100 and its organization is provided by Covina Municipal Code Section 2.28.010. It is composed of five members. Residency within the City is necessary for appointment; land use development and/or architectural background is desirable.

The Commission members serve four-year terms on a rotating basis, and are appointed by the City Council.

The Planning Commission meets on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month at 7:30 p.m. in the Council Chamber of City Hall, 125 East College Street, Covina.

All meetings are open to the public and are subject to a formal agenda noticed publicly in advance. Formal minutes are also prepared as a public record.

The Commission performs the duties delegated by the City Council and the Government Code to include, but not limited to, the conduct of hearings relating to variances, conditional use permits, zoning regulations, the review of the General Plan, the conduct of studies, and other duties as required or authorized.

### **TRAFFIC ADVISORY BOARD**

The Traffic Advisory Board consists of seven members. The City Council selects the membership from the following resources:

One representative from the Covina-Valley Unified School District

One representative from the Charter Oak Unified School District

One representative from the Chamber of Commerce (Business Community)

One resident with traffic engineering experience (desirable)

Three representatives from City residents-at-large

The term of appointment is three years.

Three designated City staff members represent the City Manager's office, the Public Works/Engineering Department and the Police Department on this Board. The staff members are advisory only and are not considered for a quorum, nor do they have the right to vote.

**TRAFFIC ADVISORY BOARD (Continued)**

The Traffic Board meets on the 2<sup>nd</sup> Tuesday of each month at 8:00 a.m. in the Council Chamber of City Hall, 125 East College Street, Covina.

All meetings are open to the public and are subject to a formal agenda noticed publicly in advance. Formal minutes are also prepared as a public record.

The Board serves in an advisory capacity to the City Council and investigates requests for speed limit controls, traffic signing, crosswalk locations as well as assisting the City in conveying information to the public concerning traffic safety programs.

**YOUTH ACCOUNTABILITY BOARD**

Although Covina residency is not a requirement, volunteers for this six-member Youth Accountability Board must be dedicated to enriching the community through intervention into the behavior and activities of first-time juvenile offenders who have committed a minor offense.

The offending juvenile and his/her parents must agree to participate in the program for a 6-month period. All parties agree to the terms of a performance contract governing school attendance, school grades, behavior, and attendance at counseling sessions with a mental health professional. Successful completion of the program will result in a non-filing of the case with the juvenile court. Failure to successfully complete the program will result in the referral of the matter to the juvenile court. The ultimate goal of the program is to lower the recidivism rate among the program participants.

The Board members are appointed by the City Council to a term of two years. Oversight of the Board will be provided by the police department. The Board will meet bi-monthly during evening hours. Board members will be subject to a thorough background investigation and will be required to sign a confidentiality notice pertaining to all juvenile matters heard by the board. Highly desirable applicants will either live or work in Covina and be graduates of the Covina Police Department Citizens' Academy.

**RESOLUTION NO. 09-6748**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING CODES OF CONDUCT FOR THE CITY COUNCIL AND ALL CITY BOARDS, COMMITTEES AND COMMISSIONS**

WHEREAS, the governance of the City of Covina relies on cooperative efforts of elected officials who set policy; appointed officials who provide community input and recommendations; and City staff who analyze problems and issues, make recommendations and implement and administer Council policies; and

WHEREAS, the City of Covina is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals who have chosen to serve in public office to improve the quality of life in the community; and

WHEREAS, it is the desire of the City Council of the City of Covina to support the orderly, efficient, and responsive conduct of City business.

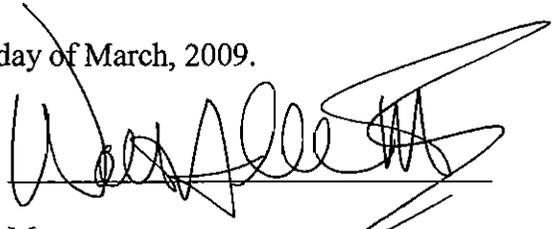
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Covina as follows:

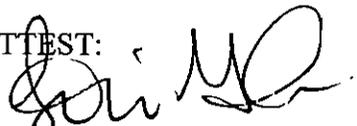
Section 1. The City Council hereby approves and adopts the Code of Conduct for Boards, Committees and Commissions attached as Exhibit A.

Section 2. The City Council approves and adopts the Code of Conduct for the City Council attached as Exhibit B.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and the same shall thereupon take effect and is in force.

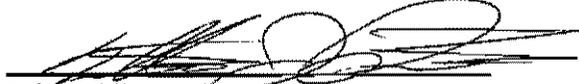
APPROVED, PASSED AND ADOPTED this 17<sup>th</sup> day of March, 2009.

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

5-1-09  
15-06-09

APPROVED AS TO FORM:

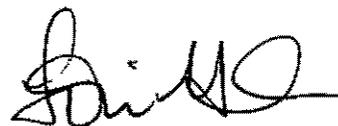


Edward Lee, City Attorney

BY WILLIAM JAMES PRIBST

I, TONI J. TABER, City Clerk of the City of Covina, hereby CERTIFY that **Resolution No. 09-6748** was adopted by the Covina City Council at a regular meeting of the City Council held **March 17, 2009** and was approved and passed by the following vote:

AYES: Council Members King, Stapleton, Mayor Pro Tem Delach, Mayor Allen  
NOES: Council Member Low  
ABSENT: None



Toni J. Taber  
City Clerk

## EXHIBIT A

### **CITY OF COVINA BOARD, COMMITTEE & COMMISSION PROTOCOLS**

---

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect while treating others in a like manner.

All Board, Committee and Commission members should:

- Demonstrate honesty and integrity in every action and statement
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Covina government
- Work for the common good, not personal interest
- Prepare in advance of Board/Committee/Commission meetings and be familiar with issues on the agenda
- Fully participate in Board/Committee/Commission meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Participate in scheduled activities to increase Board/Committee/Commission effectiveness
- Review Board/Committee/Commission procedures, such as these Protocols, at least annually
- Be responsible for the highest standards of respect, civility and honesty in ensuring the effective maintenance of intergovernmental relations
- Respect the proper roles of elected officials and City staff in ensuring open and effective government
- Provide contact information to the Board/Committee/Commission staff liaison in case an emergency

---

## **BOARD, COMMITTEE & COMMISSION MEMBER CONDUCT WITH ONE ANOTHER**

Boards, Committees and Commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have volunteered to serve in order to improve the quality of life in the community. In all cases, this common goal should be acknowledged even as Members may "agree to disagree" on contentious issues.

### **In Public Meetings**

- Use formal titles.

While referring to one another formally during Board/Committee/Commission meetings as Chair, Vice Chair or Board/Commission Member may not be necessary due to the size and nature of the Board/Committee/Commission, respect for all members will be shown at all times.

- Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Be respectful of diverse opinions.

- Honor the role of the presiding officer in maintaining order and equity.

Respect the Chair's efforts to focus discussion on current agenda items. Objections to the Chair's actions should be voiced politely and with reason, following parliamentary procedures.

- Demonstrate effective problem-solving approaches.

Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. Members are role models for residents and other stakeholders involved in public debate.

- Be respectful of other people's time.

Stay focused and act efficiently during public meetings.

### **In Private Encounters**

- Treat others as you would like to be treated.

Ask yourself how you would like to be treated in similar circumstances, and then treat the other person that way.

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## BOARD, COMMITTEE & COMMISSION CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials (Board/Committee/Commission members), who make recommendations to Council, and City staff, which analyze problems and issues, make recommendations, and

implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each group for the good of the community.

- Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. As with your colleagues, practice civility and decorum in all interactions with City staff.

- Channel communications through the appropriate senior City staff.

Questions of City staff should be directed only to the Department Heads or Board/Committee/Commission staff liaison. Members should not set up meetings with department staff directly, but work through Department Heads/liaison.

- All Members should have the same information with which to make decisions.

Information requested by an individual Member will be made available to all members. All information requests should respect the "one hour" rule (See below).

- Never publicly criticize an individual employee, including Council-Appointed Officers. Criticism is differentiated from questioning facts or the opinion of staff.

All critical comments about staff performance should only be made to the Department Head or City Manager through private correspondence or conversation.

- Do not get involved in administrative functions.

Avoid any staff interactions that may be construed as trying to shape staff recommendations. Members shall refrain from coercing staff in making recommendations to the Board/Committee/Commission as a whole.

- Be cautious in representing City positions on issues.

Before sending correspondence related to a legislative position, check with City staff to see if a position has already been determined. When corresponding with representatives of other government agencies or residents, remember to indicate if appropriate that the views you state are your own and may not represent those of the full Board/Committee/Commission or the City Council.

- Respect the “one hour” rule for staff work.

Requests for staff support should be made to the appropriate staff liaison, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response, will need to be approved by the appropriate Department Head to ensure that staff resources are allocated in accordance with overall priorities.

---

## **STAFF CONDUCT WITH BOARD, COMMITTEE, AND COMMISSION MEMBERS**

- Respond to Member questions as fully and as expeditiously as is practical.

The protocol for staff time devoted to research and response is in application here.

- Respect the role of Members as policy advisors for the City Council.

Staff is expected to provide its best professional recommendations on issues. Staff should not try to determine Member support for particular positions or recommendations in order to craft recommendations. The Board/Committee/Commission must be able to depend upon the staff to make independent recommendations. Staff should provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for staff recommendations and alternatives

- Demonstrate professionalism and non-partisanship in all interactions with the community and in public meetings.
- It is important for the staff to demonstrate respect for the Board/Committee/Commission at all times. All Members should be treated equally.

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## **OTHER PROCEDURAL ISSUES**

- Commit to periodic review of important procedural issues.

Annually or as required by law, the Board/Committee/Commission will review the protocols, adopted procedures for meetings, the Brown Act, conflict of interest, and other important procedural issues.

- Recognize and respect the role of the Board/Committee/Commission and the City Council.

Board/Committee/Commission Members are appointed by the City Council to serve them in an advisory capacity. While Members are a valuable resource to the City's leadership and should be treated with appreciation and respect, it should be remembered that it is the role of the City Council, not the Board/Committee/Commission, to set policy.

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## **ENFORCEMENT**

Failure of a Board/Committee/Commission Member to observe and conduct himself/herself in accordance with these adopted Board/Committee/Commission Protocols may result in, but not be limited to, the following actions: 1) private counseling of the Member; 2) letter of warning/reprimand from the Board/Committee/Commission; 3) removal from serving as a representative/liason to other Boards and Commissions; 4) restricting the Member's communications with City staff; 5) censure by the Board/Committee/Commission; and 6) in the most serious cases, removal from the Board/Committee/Commission by the City Council.

## **EXHIBIT B**

### **CITY OF COVINA COUNCIL CODE OF CONDUCT**

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#### **ALL COUNCIL MEMBERS**

All members of the City Council, including those serving as Mayor and Mayor Pro Tem, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members should:

- Demonstrate honesty and integrity in every action and statement
  - Serve as a model of leadership and civility to the community
  - Inspire public confidence in Covina government
  - Work for the common good, not personal interest
  - Prepare in advance of Council meetings and be familiar with issues on the agenda
  - Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
  - Participate in scheduled activities to increase Council effectiveness
  - Review Council procedures, such as these Council Protocols, at least annually
  - Represent the City at ceremonial functions at the request of the Mayor
- 
- Be responsible for the highest standards of respect, civility and honesty in ensuring the effective maintenance of intergovernmental relations
  - Respect the proper roles of elected officials and City staff in ensuring open and effective government
  - Provide contact information to the City Manager in case an emergency or urgent situation arises while the Council Member is out of town

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## **COUNCIL CONDUCT WITH ONE ANOTHER**

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to improve the quality of life in the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

### **In Public Meetings**

- Use formal titles.

The Council should refer to one another formally during Council meetings as Mayor, Mayor Pro Tem or Council Member followed by the individual's last name.

- Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Be respectful of diverse opinions.

- Honor the role of the presiding officer in maintaining order and equity.

Respect the Mayor's efforts to focus discussion on current agenda items. Objections to the Mayor's actions should be voiced politely and with reason, following parliamentary procedures.

- Demonstrate effective problem-solving approaches.

Council Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. Council Members are role models for residents, and other stakeholders involved in public debate.

- 
- Be respectful of other people's time.

Stay focused and act efficiently during public meetings.

### **In Private Encounters**

- Treat others as you would like to be treated.

Ask yourself how you would like to be treated in similar circumstances, and then treat the other person that way.

---

## COUNCIL CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, which analyze problems and issues, make recommendations, and implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. As with your Council colleagues, practice civility and decorum in all interactions with City staff.

- Channel requests of staff through the City Manager, City Attorney or his/her designee.

Requests of City staff should be directed only to the City Manager, or City Attorney or his/her designee. Council Members should not set up meetings with department staff directly, but work through the City Manager or City Attorney.

- All Council Members should have the same information with which to make decisions.

Information requested by an individual Council Member will be made available to all Council members. All information requests should respect the "one hour" rule (See below).

- Never publicly criticize an individual employee, including Council-Appointed Officers. Criticism is differentiated from questioning facts or the opinion of staff.

All critical comments about staff performance should only be made to the City Manager through private correspondence or conversation.

- 
- City Manager is administrative head of the City.

Any concerns a Council Member may have regarding day to day operations of the City should be directed to the City Manager. Avoid any staff interactions that may be construed as trying to direct or shape staff recommendations. Council Members shall refrain from coercing staff in making recommendations to the Council as a whole.

- Be cautious in representing City positions on issues.

Before sending correspondence related to a legislative position, check with City staff to see if a position has already been determined. When corresponding with representatives of other governments or constituents, remember to indicate if appropriate that the views you state are your own and may not represent those of the full Council.

- Do not attend staff meetings unless requested by City Manager.

Even if the Council Member does not say anything, the Council Member's presence may imply support, show partiality, intimidate staff, or hamper staff's ability to do its job objectively.

- Respect the "one hour" rule for staff work.

Requests for staff support should be made to the City Manager, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response, will need to be approved by the full council to ensure that staff resources are allocated in accordance with overall council priorities. Once notified that a request for information or staff support would require more than one hour, the Council Member may request that the City Manager place the request on an upcoming Council agenda.

- Depend upon the staff to respond to citizen concerns and complaints.

It is the role of Council Members to pass on concerns and complaints on behalf of their constituents. It is not, however, appropriate to pressure staff to solve a problem in a particular way. Refer citizen complaints to the appropriate Department Head. The senior staff member should respond and is responsible for making sure the Council Member knows how the complaint was resolved.

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## **COUNCIL CONDUCT WITH BOARDS AND COMMISSIONS**

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect. Council Members serve as liaisons to Boards and Commissions, according to appointments made by the Mayor, and in this role are expected to represent the full Council in providing guidance to the Board or Commission. In other instances, Council Members may attend Board or Commission meetings as individuals, and should follow these protocols:

- If attending a Board or Commission meeting, identify your comments as personal views or opinions.

Council Members may attend any Board or Commission meeting, which are always open to any member of the public. Any public comments by a Council Member at a Board or Commission meeting, when that Council Member is not the liaison to the Board or Commission, should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

- Limit contact with Board and Commission members to questions of clarification.

It is inappropriate for a Council Member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, or to advocate a particular policy perspective. It is acceptable for Council Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

- Remember that Boards and Commissions are advisory to the Council as a whole, not individual Council Members.

The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. Council Members should not feel they have the power or right to threaten Board and Commission members in any way if they disagree about an issue. A Board or Commission appointment should not be used as a political "reward."

- Concerns about an individual Board or Commission member should be pursued with tact.

If a Council Member has a concern with the effectiveness of a particular Board or Commission member and is comfortable in talking with that individual privately, the Council Member should do so. Alternatively, or if the problem is not resolved, the Council Member should consult with the Mayor, who can bring the issue to the Council as appropriate.

- Be respectful of diverse opinions.

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on Boards and Commissions, but must be fair to and respectful of all citizens serving on Boards and Commissions.

- Keep political support away from public forums.

Board and Commission members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Council Member.

- Maintain an active liaison relationship.

Appointed Council liaisons are encouraged to attend all regularly scheduled meetings of their assigned Board or Commission, or to arrange for an alternate.

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## STAFF CONDUCT WITH CITY COUNCIL

- Respond to Council questions as fully and as expeditiously as is practical.

The protocol for staff time devoted to research and response is in application here. If a Council Member forwards a complaint or service request to a department head there will be follow-through with the Council Member as to the outcome.

- Respect the role of Council Members as policy makers for the City.

Staff is expected to provide its best professional recommendations on issues. Staff should not try to determine Council support for particular positions or recommendations in order to craft recommendations. The Council must be able to depend upon the staff to make independent recommendations. Staff should provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for staff recommendations and alternatives

- Demonstrate professionalism and non-partisanship in all interactions with the community and in public meetings.
- It is important for the staff to demonstrate respect for the Council at all times. All Council Members should be treated equally.

---

## OTHER PROCEDURAL ISSUES

- Commit to periodic review of important procedural issues.

Annually or as required by law, the Council will review the Council protocols, adopted procedures for meetings, the Brown Act, conflict of interest, and other important procedural issues.

### Use of Letterhead

- City letterhead may be used by Council Members.

Council members may use letterhead only for communication with constituents or stating City adopted positions

- City letterhead may not be used by Council Members.

City letterhead may not be used for personal business or to present an opposing view once an official position has been taken by the Council. All official City Council positions will be stated over the signature of the Mayor only or as directed.

## Council Meetings

- The Mayor should work with the City Manager to plan the Council meetings.

There are three purposes to the pre-Council planning meeting: 1) to plan how the meeting will be conducted; 2) to identify any issues or questions that may need greater staff preparation for the meeting; and 3) to discuss future meetings. The purpose of the meeting is not to work on policy issues. Normally, only the Mayor is expected to attend the pre-Council meetings with the City Manager and other staff as required.

- Council Member placement of items on the Agenda.

At the request of two Council members, the City Manager will place an item on the agenda.

- Don't politicize procedural issues (e.g. minutes approval or agenda order) for strategic purposes.

- Submit questions on Council agenda items ahead of the meeting.

In order to focus the Council meetings on consideration of policy issues and to maintain an open forum for public discussion, questions which focus on the policy aspects of agenda items should be discussed at the Council meeting rather than in one-on-one communications with staff prior to the meetings. Any clarifications or technical questions that can be readily answered can be handled before the meeting. Council Members are encouraged to submit their questions on agenda items to the City Attorney, City Manager or Assistant City Manager as far in advance of the meeting as possible so that staff can be prepared to respond at the Council meeting.

- Mayoral discretion on controversial items.

On highly controversial items the Mayor may: 1) move placement of the item on the agenda to facilitate the flow of all agenda business; 2) may limit the time allotted to individual speakers on an item; 3) may limit the total time allotted for public comment on an individual item.

- Confidentiality of Closed Session.

Confidentiality applies to any non-public discussion items. Council Members will not speak to affected/opposing parties, the press, or any individual not present about items discussed in closed session. Any written reports or materials presented during closed session will be turned in at the end of closed session.

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## **ENFORCEMENT**

Failure of a Council Member to observe and conduct himself/herself in accordance with these adopted Council Protocols may result in, but not be limited to, the following actions: 1) private counseling of the Council Member; 2) letter of warning/reprimand from the City Council; 3) restrictions upon City-authorized travel; 4) removal from serving as City representative/liason to internal Boards and Commissions and to intergovernmental organizations; 5) reductions in personal expense budget; 6) exclusion from closed session discussions; 7) restricting the Council Member's communications with City staff; 8) censure by the City Council; and 9) in the most serious cases, referral of the matter to the Fair Political Practices Commission, District Attorney or grand jury for ethics investigation and/or criminal prosecution.

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

ITEM NO: CC5

**MEETING DATE:** April 5, 2011

**STAFF SOURCE:** Dilu de Alwis, Finance Director *De Alwis*  
Anthony Arroyo, Human Resource Director *Arroyo*

**ITEM TITLE:** First Amendment to the Professional Services Contract with Tyler Technologies.

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**STAFF RECOMMENDATION:**

Approve the first amendment to the professional services contract with Tyler Technologies for software services in the amount of \$2,590 per year for six and a half years to add the Applicant Tracking Module for the Human Resources Department (HR) and authorize the City Manager and City Attorney to execute said amendment.

**FISCAL IMPACT:**

Funding will be included in the FY 2011-12 budget in the Information Technology Division budget of the Finance Department in account number 7200-6200-00-51795. This is an Internal Services Fund account and not General Fund. The impact over seven years for this addition will be a total of \$17,482. The annual cost of \$2,590 will be offset by \$1,500 per year currently paid to the City of Foster City for CalOpps online applicant submission system. The net increase per year for this module will be \$1,090 for a total of \$7,085 over seven years.

**BACKGROUND:**

On January 18, 2011, the City Council approved a contract to subscribe to Tyler Technologies MUNIS Enterprise Resource software package. The project which kicked off on February 15<sup>th</sup> and 16<sup>th</sup> is a vital resource for City staff as well as residents and businesses when all phases are implemented.

During the kick-off and in subsequent meetings, HR became aware of the value of adding the applicant tracking module to the suite of modules already purchased. Currently, HR uses a basic online applicant submission system through the City of Foster City. The CalOpps system enables applicants to submit their applications online and attach résumés and provides HR the ability to rate the applicants. The Applicant Tracking module within MUNIS goes beyond this whereby it takes all the data entered by the applicant and imports it to the HR module of the MUNIS system. In addition, when an applicant is hired, the relevant data (name, address, and other personal information) will already be in the system because it will be taken from the application.

The benefit of adding the module is that it will be more user friendly to the applicant as well as save a considerable amount of staff time when going through the applicants and rating them.

**RELEVANCE TO STRATEGIC PLAN:**

Use of state-of-the-art technology will assist the City of Covina's staff to enhance financial stability through timely reporting, customer service and increased productivity.

**EXHIBITS:**

- A. First amendment – Tyler Technologies Inc.
- B. Investment Summary

<b>REVIEW TEAM ONLY</b>	
City Attorney: <del>_____</del>	Finance Director: <u>DL</u>
City Manager: <u>7</u>	Other: _____

## AMENDMENT

This first amendment ("Amendment") is made this 5th day of April, 2011 (Amendment Date) by and between **Tyler Technologies, Inc.**, a Delaware Corporation with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Consultant") and **City of Covina**, a California municipal corporation with its principal place of business at 125 E. College Street, Covina California 91723 ("City").

WHEREAS, Consultant and the City are parties to an Agreement effective February 1, 2011 ("Agreement"); and

WHEREAS, Consultant and City desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Consultant and the City agree as follows:

1. The following ASP Tyler Software, shown in the attached quote incorporated into this Amendment as Exhibit A, are hereby added to the Agreement:
  - a. Applicant Tracking with an annual ASP Fee of \$2,590;
  - b. One (1) Implementation Day; and
  - c. One (1) Consulting Day.
2. Payment Terms. Consultant will invoice the City fees for the items added per this Amendment as follows:
  - a. Additional ASP Fees.
    - i. On or before May 1, 2011 and quarterly thereafter through the end of the Term of the Agreement, Client will pay quarterly ASP fees in the amount of \$647.50 each.
3. Section 3.3.1 of the Agreement is amended by changing "One Million Six Hundred Thirteen Thousand Five Hundred Eighteen Dollars and Seventy Eight Cents (\$1,613,518.78)" to "One Million Six Hundred Thirty One Thousand One Dollar and Twenty Eight Cents (\$1,631,001.28)".
4. Section 1 of Exhibit B of the Agreement is amended by changing "\$1,613,518.78" to "\$1,631,001.28".
5. Amendment may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Amendment or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

**CITY OF COVINA,**  
**a California municipal corporation**

**TYLER TECHNOLOGIES, INC.**  
**a Delaware Corporation**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

*Attest:*

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

*Approved as to Form:*

*Approved as to Form:*

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Legal Counsel



**Quoted By:** Jennifer Wahlbrink  
**Date:** 03/09/2011  
**Quote Expiration:** 00/00/n/a  
**Quote Name:** ASP - City of Covina, CA - AT  
 Quote (6.75 year)  
**Quote Number:** 29685

**Sales Quotation For:**

Mr. Dilu de Alwis  
 City of Covina  
 125 East College Street  
 Covina, CA 91723-2199

**Phone:** (626) 384-5516  
**Fax:** (626) 384-5499  
**Email:** ddealwis@covinaaca.gov

**ASP**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net	# Years	Total ASP Fee	Impl. Days	Consulting Days
Applicant Tracking	\$2,800	\$210	\$2,590	6.75	\$17,482	1 @ \$0	1 @ \$0
<b>TOTAL:</b>	<b>\$2,800</b>	<b>\$210</b>	<b>\$2,590</b>		<b>\$17,482</b>	<b>1</b>	<b>1</b>

**Summary**

	One Time Fees	Recurring Fees
Total ASP	\$0	\$17,482
<b>Summary Total</b>	<b>\$0</b>	<b>\$17,482</b>

**Comments**

Customer Approval: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** CC6

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



**ITEM TITLE:** Approve a Professional Services Agreement with Civiltec Engineering, Incorporated for Water Utility Reservoir Renovations and Construction Engineering Services

---

**STAFF RECOMMENDATION**

Approve a Professional Services Agreement with Civiltec Engineering, Incorporated (Civiltec) for engineering services related to the renovation of the Cypress Reservoir and Charter Oak Tank Farm's concrete reservoir and the construction of a new steel reservoir at the Charter Oak Tank Farm.

**FISCAL IMPACT**

The total budget for all potential engineering services is \$357,330.00. However, this is a "Not to Exceed" amount as staff anticipates that a variety of activities contained within Civiltec's proposal will be reduced through the use of in-house staff; specifically in the bidding and construction phases of the project. Funding for this activity is provided within the current Fiscal Year approved budget within Account No. 6011-5060-00-55100 (Water Capital, Buildings and Structures).

**BACKGROUND**

The City's Cypress Reservoir was originally constructed in 1896 as a concrete, in-ground tank with a capacity of 1.45 million gallons. Over the years it has seen a variety of minor repairs and improvements; predominantly related to its operational characteristics, i.e. more efficient pumps and motors, upgraded electrical systems and piping and valve modifications. However, while the operational aspects of the tank have been modernized over the years, the structural aspects of the tank, that is its walls, floor, expansion seams and roof, have long been neglected. The work to be performed under this contract will rectify this condition by engineering the removal and replacement of the existing roof system with a non-intrusive system to further protect water quality and sealing and protecting all interior surfaces from water ex-filtration, tree root intrusion, and erosion.

While not as old as the Cypress Reservoir, Tank No. 1 at the City's Charter Oak Tank Farm on Badillo Avenue is a concrete, above-ground tank with a capacity of 3 million gallons that was

originally constructed in 1954. Tanks of this type have a typical service life of 50 years; meaning that this tank has exceeded its service life by 7 years at this time without any major renovation. However, due to extensive dry rot and termite damage to the roof and corrosion of access ladder anchor bolts and interior structural supports for the roof, the tank was recently taken out of service to protect water quality; leaving only two tanks to service the water needs of Zones 1 and 2 at the current time.

Similar to the work listed above for the Cypress Reservoir, the work to be performed under this contract will entail engineering the removal and replacement of the existing roof system with a non-intrusive system to further protect water quality and sealing and protecting all interior surfaces from water ex-filtration and erosion. But after the tank's renovation is completed, it will remain out of normal service and will, instead, assume the role of a "float", that is a tank to be activated to provide system capacity whenever another tank is taken out of service for maintenance or repair. This will provide the system with improved flexibility and allow for routine and regular maintenance to be completed on the other reservoirs within the system without experiencing negative impacts to the system's operational capabilities; which will help to extend the service life of the system's storage assets.

Finally, this contract will also provide engineering services to design and construct a new, 3 million gallon steel, above-ground tank at the Charter Oak Tank Farm to replace Tank No. 1 and bring the system back to full-capacity; with the previously discussed Tank No. 1 assuming the role of a float tank for the future renovation of Tank Nos. 2 and 3.

A Request for Proposals was issued in February 2011; being mailed to three local firms and advertised in two national trade publications. By the prescribed date for submittal of proposals, five (5) firms provided the appropriate submittals for consideration, as follows:

- E&A Engineers – Walnut, CA
- Filippin Engineering – Santa Ynez, CA
- Civiltec Engineering, Inc. – Monrovia, CA
- Albert A. Webb Associates – Riverside, CA
- Stetson Engineers, Inc. – Covina, CA

A copy of each proposal was distributed to and independently evaluated by the Assistant Director of Public Works, Public Works Superintendent, and Water Services Supervisor. After their independent review they met collectively with the Director of Public Works to review their independent evaluations and discuss their rankings. The result of that meeting was that Civiltec was determined to be the most qualified firm for the project.

#### **RELEVANCE TO THE STRATEGIC PLAN**

The Public Works Department's Water Utility Division 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. Professional Services Agreement – Civiltec Engineering, Incorporated
- B. Cypress Reservoir site
- C. Charter Oak Tank Farm site

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

**CITY OF COVINA  
PROFESSIONAL SERVICES AGREEMENT  
WITH CIVILTEC ENGINEERING, INCORPORATED  
FOR WATER RESERVOIR ENGINEERING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 6th day of April, 2011 by and between the **City of Covina**, a California municipal corporation with its principal place of business at 125 E. College Street, Covina California 91723 ("City") and Civiltec Engineering, Incorporated, a California corporation, with its principal place of business at 118 West Lime Avenue, Monrovia, California 91016 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

City desires to engage Consultant to render such services for the renovation of the Cypress Reservoir, renovation of a concrete reservoir tank at the Charter Oak Tank Farm, and the design and construction of a new steel reservoir tank at the Charter Oak Tank Farm ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from April 6, 2011 to May 31, 2012, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Consultant's performance of the Services.

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

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

- W. David Byrum, Principal-in-Charge
- Terry L. Kerger, Project Manager
- C. Shem Hawes, Assistant Project Manager
- David Song, Project Engineer
- Octavio Solorza, Staff Engineer
- Vahe Petrossian, Subcontractor – Structural Engineering
- Chae Y. Lee, Subcontractor – Electrical Engineering
- Tom Benson, Geotechnical Engineering.

3.2.5 City's Representative. The City hereby designates Steve Henley, Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Consultant and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Consultant's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Insurance.

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

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In

addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed three hundred fifty-seven thousand three hundred thirty dollars (\$357,330.00) without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware that the Project is subject to California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects, which shall apply to the Project. Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Consultant may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Consultant for all services adequately rendered and all reimbursable costs incurred by Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

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

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

**Consultant:**

Civiltec Engineering, Incorporated  
118 West Lime Avenue  
Monrovia, CA 91016  
Phone: (626) 357-0588  
Fax: (626) 303-7957  
Attn: Mr. W. David Byrum, P.E.

**City:**

City of Covina  
125 East College Street  
Covina, California 91723  
Phone: (626) 384-5230  
Fax: (626) 384-5227  
Attn: Mr. Steve A. Henley, Director of Public Works

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

**3.5.3 Ownership of Materials and Confidentiality.**

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing

furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification. Consultant shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, and agents or volunteers. Consultant shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

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

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

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

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

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF COVINA,  
a California municipal corporation**

**CIVILTEC ENGINEERING, INC.  
a California corporation**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
W. David Byrum, P.E.  
Its: Senior Vice President

*Attest:*

*Attest:*

\_\_\_\_\_  
Deputy City Clerk

\_\_\_\_\_  
Secretary

*Approved as to Form:*

*Approved as to Form:*

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Legal Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

PLEASE SEE ATTACHED



## **Project Understanding**

*Civiltec* understands the objective of this project is to assist the City in preparing plans and specification for the rehabilitation of the 1.45 million gallon (MG) Cypress Reservoir and 3.0 MG Charter Oak Reservoir. The Cypress Reservoir is a concrete structure that was constructed in 1896, has two storage chambers (east and west) and has a wooden roof. The Charter Oak Reservoir is a circular concrete structure that was constructed in 1954 and has a wooden roof. Professional services for these two reservoir projects will include the following:

- ◆ Review and analysis of the existing structure from record drawings and inspection reports to identify the areas of the reservoir that require cleaning, debris removal, repair and sealing of joints and cracks, and piping and valving modifications and upgrades. The design will also include improvements to the exterior ladder access to the Charter Oak Reservoir and piping modifications as necessary to meet City goals.
- ◆ Demolition and removal of the existing wood roof structure.
- ◆ Determine through analyses the appropriateness of designing a new wood roof structure, combination steel and wood roof structure or an aluminum roof structure.
- ◆ Design of the new roof structure with appropriate details and specifications.
- ◆ Bidding assistance.
- ◆ Construction support services including testing and inspection services.

*Civiltec* also understands the objective of this project is to assist the City in preparing plans and specification for the new 3.0 MG steel Charter Oak Reservoir. The Charter Oak Reservoir site has three existing tanks within the facility and has been master planned to ultimately have a fourth 140 foot diameter steel tank located in the northwest corner of the property. Professional services for this reservoir project will include the following:

- ◆ Site survey and site specific geotechnical investigation.
- ◆ Design of the new steel tank with a conical roof structure and appurtenance details and specifications. The design will address grading and drainage, the tank foundation and anchorage, required inlet-outlet piping, overflow and drain piping, tank access and ventilation, coating system, cathodic protection, valving, and required telemetry.
- ◆ Bidding assistance.
- ◆ Construction support services including testing and inspection services.

**City of Covina**

Mr. Steve A. Henley, Director of Public Works

Proposal for Professional Engineering Services – Reservoirs

March 7, 2011

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## Scope of Services

### Phase 1 – Preliminary Design

- A. **Project Kick-off Meeting, Data Gathering, and Review:** Meet with City staff to discuss design parameters, site-specific conditions, project goals, and latest developments. Obtain information such as record drawings, sample reservoir project drawings and other miscellaneous and applicable reports necessary to support the preparation of the design. Our objective will be to acquire as much record data from the City as possible prior to commencement of our own research efforts. *Civiltec* will provide a meeting agenda and minutes of the meeting for City records.
- B. **Utility Coordination:** Conduct complete utility coordination, as required, to construct the new facilities. *Civiltec* will research all existing utilities for the two sites involved in the project. We will obtain survey data for a supplemental topographic survey.
- C. **Topo Survey/Site Visit:** Conduct a site visit to identify existing condition that may affect the design and construction of the proposed project. *Civiltec* will conduct a supplemental topographic survey of the immediate area for the new 3.0 MG reservoir at the Charter Oak site. We will provide a completed site plan to scale to the City as one of the first deliverables for the project. The base plan will include existing site conditions and found utilities for the Charter Oak site. We will also take some survey shots at the Cypress Reservoir site to aid in preparation of a base plan required for the design.
- D. **Structural Analyses:** We will conduct structural analyses of the existing Cypress and Charter Oak reservoirs to determine load capacities for a new roof structure according to applicable 2010 California Codes. We will identify feasible roof replacement options. This task includes review of the background information provided by the City, preparing structural analysis using current code requirements and criteria, preparing a technical memo identifying the required rehabilitation concepts. We will review any existing structural reports, inspection reports and as constructed drawings. We will prepare a technical memo identifying the required rehabilitation work areas and construction details as well as types of roof structures to replace the existing structure. *Civiltec* will identify the required rehabilitation work and approximate construction costs. We will identify the most vulnerable and readily repairable structural elements with a minimal cost; that may include:
1. Patching the spalled concrete throughout; using NSF approved polymer mix.
  2. Repair and seal the cracks.
  3. Replace joint sealants in floor slab and side walls.
  4. Coating to cover surface cracks.
- E. **Siting Analysis:** We will conduct siting analysis for the new Charter Oak tank and other required technical studies to determine the reservoir layout, footing size and type, piping, valving, electrical and control equipment, grading and drainage and space requirements. We will prepare a preliminary grading and drainage plan. We will also prepare

**City of Covina**

Mr. Steve A. Henley, Director of Public Works

Proposal for Professional Engineering Services – Reservoirs

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Page 8



preliminary layouts for the alternative roof structures for Charter Oak and Cypress projects.

- F. **Geotechnical Investigation:** Leighton Consulting will perform a site specific soils investigation of the Charter Oak site for the new 3.0 MG Reservoir. The investigation will provide the tank design parameters based upon 2010 California Codes and AWWA D100 Standards as well as recommendations for over-excavation and recompaction for the new tank. A copy of Leighton's proposal is provided in Appendix D.
- G. **Determine Utility Service Requirements:** Determine utility service improvements required to supply power and control to the new Charter Oak tank. We will assess the existing site systems for expansion to the new tank.
- H. **Preliminary Design Report:** Prepare a preliminary design report (PDR) to summarize the information developed during the initial preliminary engineering phase which will include the structural analyses, studies on the new roof systems, sizing of the piping, valving, electrical equipment, tank and roof footprints and space requirements, equipment schedule, control and monitoring systems, possible permit requirements, design and construction schedule, preliminary cost estimate and preliminary site layout. Prepare a draft PDR, and submit 5-bound copies for City's review and comments. Meet with City staff to discuss draft PDR and review comments. Incorporate City comments and prepare final PDR. Submit 5-bound copies and 1-electronic copy. We propose to separate the two renovation projects from the new tank project.

**Phase 2 – Final Design**

- A. **Construction Drawings:** Prepare detailed design plans for construction that will incorporate the findings from the Preliminary Design Report. We propose to develop separate plans and specifications for the three individual projects. *Civiltec* proposes to provide a number of submittals prior to final approval of the drawings and specifications. The following list identifies key submittals, meetings and design information proposed for each submittal:
  - 1. 50% Design Review - Submit tank and roof configuration layouts, electrical and control system layouts, access and piping layouts, working sketches of details and sections, a preliminary construction cost estimate, schedule, draft outline of the specifications document, and a narrative of the design progress addressing outstanding issues and design completion schedule – 3 sets. Meet to discuss approximately one week after submittal. Meeting minutes will be provided.
  - 2. 90% Design Review - Submit complete drawings, second draft of complete specifications document, updated construction cost estimate, a narrative of progress addressing outstanding issues and design completion schedule and 50% design review comments – 3 sets. Meet to discuss approximately one week after submittal. Meeting minutes will be provided.
  - 3. 100% Design Review - Submit complete drawings and specification document reflecting 90% design review corrections for final approval from the City – 3 sets. A

**City of Covina**

Mr. Steve A. Henley, Director of Public Works

Proposal for Professional Engineering Services – Reservoirs

March 7, 2011

Page 9



detailed construction cost estimate and construction schedule shall be submitted. Meet when submitted to expedite approval. Meeting minutes will be provided.

4. Final Approval Review - Submit final signed mylar drawings, two blackline copies and complete original specification document for final approval and signature by the City.

**B. Technical Specifications:** Prepare detailed technical specifications to support the drawings and complete the elements of the project. Integrate existing City Standard Specifications and Standard Drawings where applicable. Incorporate latest City front-end contract documents and general provisions. Develop necessary project specific special provisions. Provide a table of contents for the 50% submittal, and technical specifications for the 90% and 100% submittals.

**C. Regulatory Agency Coordination:** Coordinate with the City departments, CDPH, and other outside regulatory agencies that require approval of the project. *Civiltec* will apply all necessary permits and obtain approvals from the City departments, CDPH, and other outside regulatory and utility agencies.

**Phase 3 – Bidding Services**

**A. Review Front-End Documents:** Review and assist the City with assembly of the final bidding document, bid forms, general provisions, special provisions and technical specifications into a complete bid package ready for competitive bidding.

**B. Bid Documents:** Prepare 15 sets of Bidding Documents for each project consisting of a complete bound package suitable for receiving competitive bids including but not limited to bid and contract documents, general, special provisions and technical specifications, standards plans, complete set of full scale construction drawings, half-size construction drawings (11" x 17" size) and a CD of specifications and drawings. Provide the bidding documents to the City for placing the project out to bid.

**C. Assist with Bidding Process and Award:** Assist the City in the bidding and award of the contract documents to include:

1. Answering contractor's questions
2. Issuing addenda
3. Reviewing the bids/verifying contractor references
4. Assisting the City in recommending award of contract

**Phase 4 – Construction Assistance**

**A. Meetings:** Attend, participate, and prepare and distribute agenda and meeting minutes in all project construction meetings. We assume twelve meetings in this Phase – six meetings for the new Charter Oak Reservoir and six meetings for the two reservoir renovation projects.

**City of Covina**

Mr. Steve A. Henley, Director of Public Works  
Proposal for Professional Engineering Services – Reservoirs  
March 7, 2011  
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**B. Shop Drawing Review:** Review and process project shop drawings. We assume 50 shop drawings and a tracking log

**C. Construction and Inspection Services**

1. Provide part time inspection of construction work to monitor the construction activities to assure adherence to specifications, drawings, and submittals. Inspection will be provided and estimated to require up to 4 hours per day for each project, each day the work is being executed. Document daily work progress with written logs and photographs, as required. We will use one inspector to inspect these projects.
2. Provide construction staking for the new tank construction at the Charter Oak site.
3. Provide geotechnical and concrete testing for all projects.
4. Assist with requests for change orders by the Contractor. Provide requests for change orders with documentation and recommendations to the City representative for review and approval. Implement changes as required and directed by the City.
5. Maintain record drawings in the field indicating any changes in the design, materials, dimensions and details. Use red lined "as-built" drawings to prepare the record set of drawings and deliver to the City.
6. Prepare a "punch list" of all items to be completed by the Contractor to obtain final completion.
7. Arrange and conduct the final inspection and start-up coordination work with City crews prior to the new facilities being placed into service. Final inspection to be witnessed by a City representative.

**City Provided Services**

The City of Covina agrees to provide CEQA/Environmental preparation and processing, City standard contract documents, sample of recent projects, AutoCAD title sheet and design sheet border, assistance with plan research of available City plans, advertising and review of the construction bids and construction award, including required printing beyond the 15 sets per project we will provide and City contract administration.

**Project Schedule**

~~Civiltec has resources available to immediately work on this assignment. We anticipate the preliminary and final design tasks can be initiated and completed as shown on the enclosed Schedule (Appendix B). All proposed tasks will be completed within the proposed budget and in compliance with the proposed schedule. Civiltec will provide written status reports on a monthly basis. Civiltec has estimated a construction phase time frame of two (2) months for each of the reservoir renovation projects and five (5) months for the construction of the new 3.0 MG tank as the basis for estimating construction phase services.~~

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**PLEASE SEE ATTACHED**

All timelines on the attached schedule(s) are adjusted proportionate to the effective date of this Agreement.

**City of Covina**

Mr. Steve A. Henley, Director of Public Works

Proposal for Professional Engineering Services – Reservoirs

March 7, 2011

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2. Provide construction staking for the new tank construction at the Charter Oak site.
3. Provide geotechnical and concrete testing for all projects.
4. Assist with requests for change orders by the Contractor. Provide requests for change orders with documentation and recommendations to the City representative for review and approval. Implement changes as required and directed by the City.
5. Maintain record drawings in the field indicating any changes in the design, materials, dimensions and details. Use red lined "as-built" drawings to prepare the record set of drawings and deliver to the City.
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**City Provided Services**

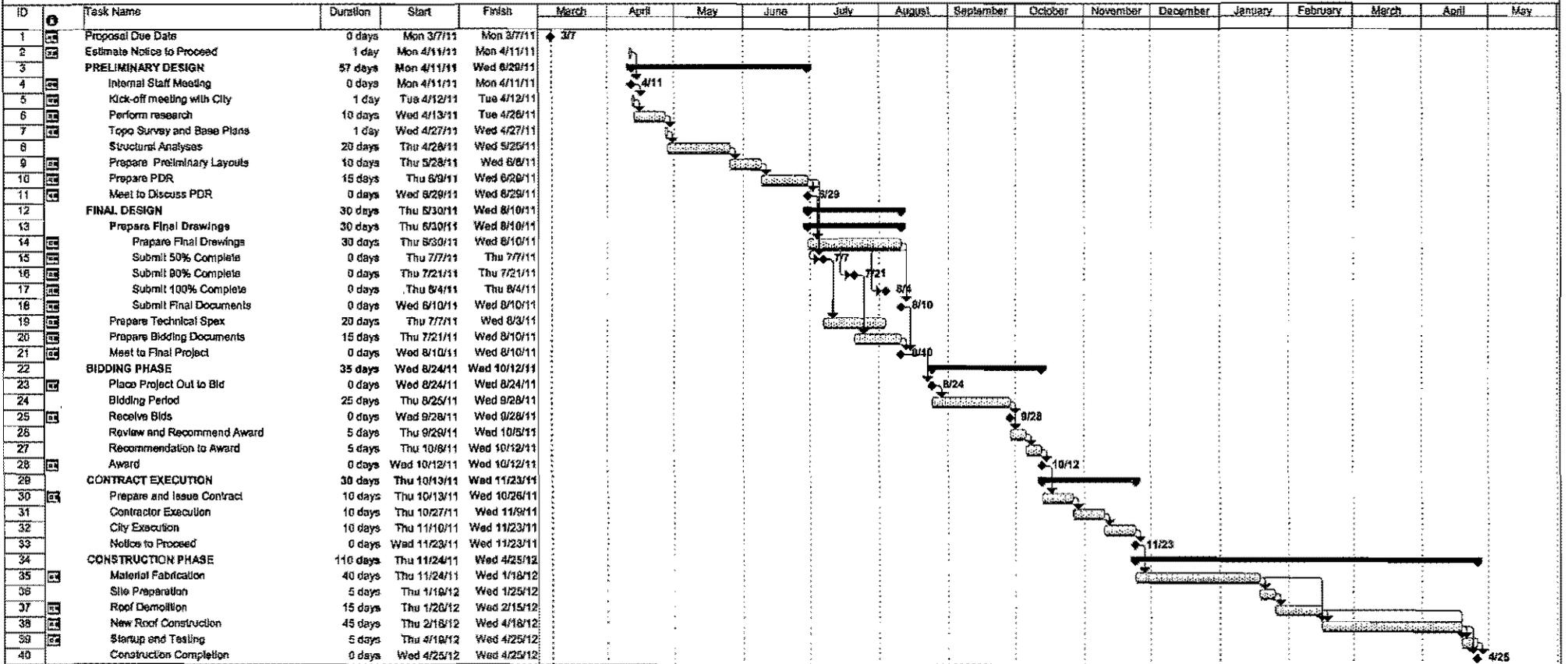
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CITY OF COVINA

Cypress and Charter Oak Renovation Design and Construction Schedule

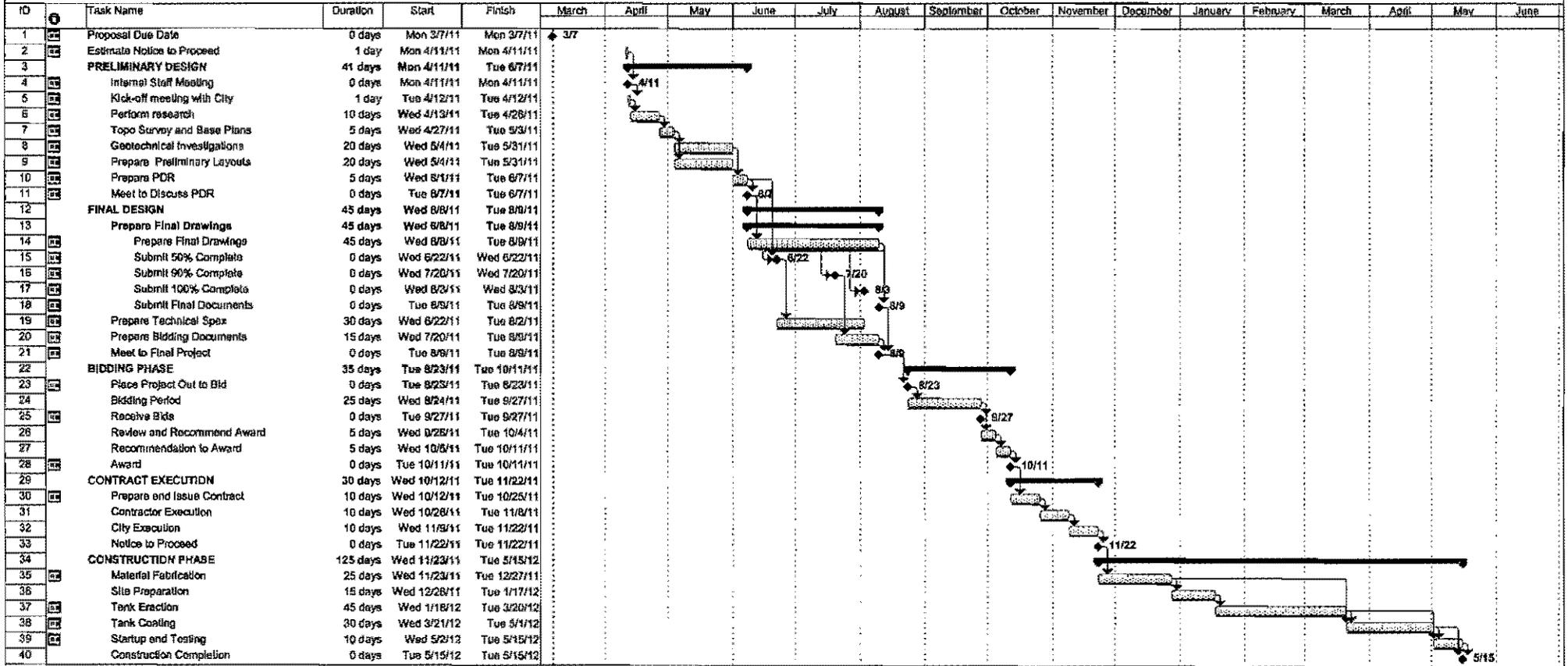


Project: Reservoir Renovation Draft S  
Date: Mon 3/7/11

Task Progress Summary External Tasks Split   
 Split Milestone Project Summary External MileTask

CITY OF COVINA

Charter Oak 3.0 MG Reservoir Design and Construction Schedule



**EXHIBIT "C"**  
**COMPENSATION**

PLEASE SEE ATTACHED



General Civil, Municipal, Water and Wastewater Engineering, Planning,  
Construction Management and Surveying  
Monrovia, Prescott Phoenix

March 7, 2011



City of Covina  
Public Works Department  
534 North Barranca Avenue  
Covina, CA 91723

Attention: Steve A. Henley, Director of Public Works

Subject: Proposed Compensation Schedule to Provide Professional Engineering Services for the Design of the Cypress and Charter Oak Reservoir Renovations and the New 3.0 MG Charter Oak Reservoir

Dear Mr. Henley:

*CIVILTEC engineering, inc. (Civiltec)* proposes to provide the Scope of Services per our Proposal dated March 7, 2011 for the subject project on a time and materials basis per the attached rate schedule, not to exceed the following total budget, without written authorization from the City of Covina.

	Charter Oak Renovation	Cypress Renovation	Charter Oak 3.0 MG Tank
Phase 1 - Preliminary Design	\$ 20,045.00	\$ 20,185.00	\$ 34,950.00
Phase 2 - Final Design	\$ 25,760.00	\$ 27,150.00	\$ 39,335.00
Subtotal Design Phases	\$ 45,805.00	\$ 47,335.00	\$ 74,285.00
Phase 3 - Bidding Services	\$ 5,680.00	\$ 5,680.00	\$ 6,480.00
Phase 4 - Construction Assistance*	\$ 30,215.00*	\$ 38,265.00*	\$ 103,585.00*
Subtotal Construction Phases	\$ 35,895.00	\$ 43,945.00	\$ 110,065.00
<b>TOTAL FOR ALL PHASES</b>	<b>\$ 81,700.00</b>	<b>\$ 91,280.00</b>	<b>\$ 184,350.00</b>
<b>GRAND TOTAL ALL PROJECTS</b>	<b>\$357,330.00</b>		

\*Note: We have budgeted 172 hours of part-time inspection in this Phase for each reservoir renovation project and 840 hours of part-time inspection in this Phase for the new reservoir construction project. This is a large budget item and can be adjusted to fit the project as directed by the City.

**City of Covina**

Mr. Steve A. Henley, Director of Public Works  
Budget for Professional Engineering Services – Reservoirs

March 7, 2011

Page 2



Enclosed herewith is a Company Rate Schedule that we will keep in effect for the duration of the Project and an Engineering Cost Analysis for your review. A separate cost analysis has been prepared for each of the three projects.

*CIVILTEC engineering, inc.* will be pleased to enter into the City's Standard Agreement for the services identified in our Proposal. We look forward to assisting you and the City of Covina in successful completion of the design and construction management of the Cypress and Charter Oak Reservoir Renovations and the new 3.0 MG Charter Oak Reservoir, if chosen to undertake this important assignment.

Please contact me with any questions you may have. We are available to discuss this Proposal at your convenience. This Cost Proposal is valid for a period of 60 days.

Very truly yours,

*CIVILTEC engineering, inc.*

A handwritten signature in black ink, appearing to read "W. David Byrum".

W. David Byrum, P.E.  
Senior Vice President  
Principal Engineer

WDB:dlo

W:\2011\Proposals\PM11022 Covina Reservoir Renovations\PM11022 Covina Reservoirs Budget.doc



General Civil, Transportation, Municipal, Water and Wastewater Engineering  
Planning, Construction Management and Surveying  
Monrovia Prescott Phoenix

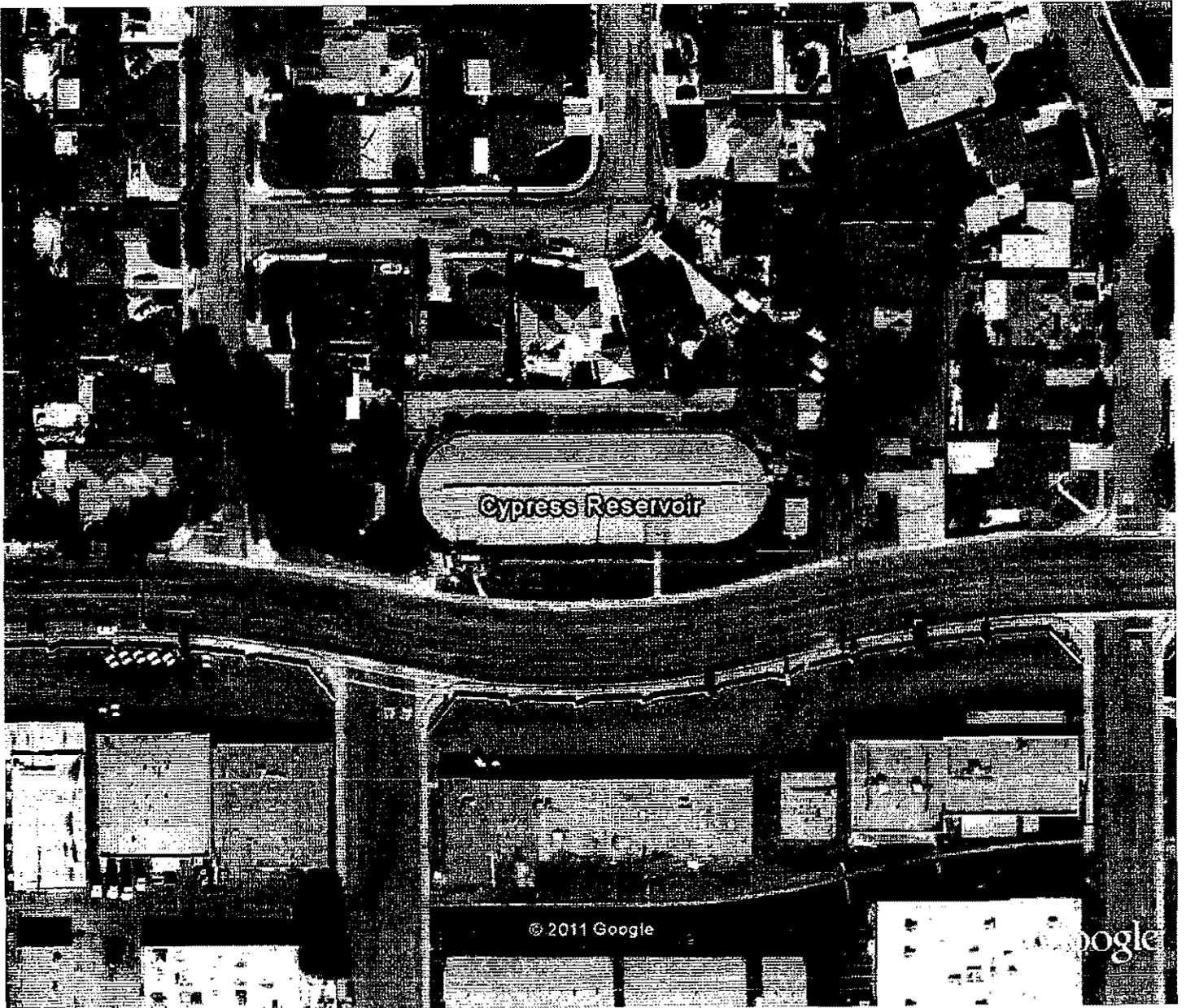
**RATE SCHEDULE**

EFFECTIVE UNTIL DECEMBER 31, 2011

Principal Engineer.....	\$190.00
Principal Engineer - Expert Witness Testimony.....	\$325.00
Senior Engineer.....	\$175.00
Project Manager.....	\$150.00
Project Engineer.....	\$140.00
Staff Engineer.....	\$135.00
Senior Designer.....	\$125.00
Designer.....	\$115.00
Designer/Drafter.....	\$100.00
Planning Technician.....	\$95.00
Senior Resident Engineer/Inspector.....	\$90.00
Resident Engineer/Inspector.....	\$80.00
Drafter.....	\$80.00
Senior Administrative Assistant.....	\$75.00
Administrative Assistant/Clerical.....	\$65.00
One Man Survey Party.....	\$175.00
Two Man Survey Party.....	\$225.00
Survey Manager.....	\$130.00
Staff Land Surveyor.....	\$115.00
Survey Technician.....	\$100.00
Subcontracted Services.....	Cost plus 15%
Mileage.....	\$0.55/mile

**NOTE:** All rates are effective until December 31, 2011. Any increases in rates after that date will be limited to 8% maximum.

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**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** CC7

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



**ITEM TITLE:** Approve a Professional Services Agreement with Civiltec Engineering, Incorporated for the Holt Avenue Pump Station Engineering Services

---

**STAFF RECOMMENDATION**

Approve a Professional Services Agreement with Civiltec Engineering, Incorporated (Civiltec) for engineering services related to the design and construction of booster pump station on Holt Avenue.

**FISCAL IMPACT**

The total budget for all potential engineering services is \$118,190.00. However, this is a "Not to Exceed" amount as staff anticipates that a variety of activities contained within Civiltec's proposal will be reduced through the use of in-house staff; specifically in the bidding and construction phases of the project. Funding for this activity is provided within the current Fiscal Year approved budget within Account No. 6011-5060-00-55100 (Water Capital, Buildings and Structures).

**BACKGROUND**

As currently designed, water delivered to the Roycove Reservoir (the highest point in the city's water system) is pumped from the Ranch Simi Reservoir, to the Rancho La Merced Reservoir, then to the Roycove Reservoir. However, during the planning stages of the Ranch La Merced Reservoir Replacement project it was determined that an alternative means of delivering water to the Roycove Reservoir was needed as the planned take down of the Rancho La Merced Reservoir would eliminate the ability to transport water between the Rancho Simi and Roycove sites. The work-around developed to facilitate that project involved the temporary installation of our portable pump on Holt Avenue adjacent to Xalapa Park and temporary connections to the water lines between these two zones. The project to be designed under this agreement would provide a permanent solution to this problem while also providing the system with improved flexibility and which will allow for routine and regular maintenance to be completed on the Covina Hills reservoirs without experiencing negative impacts to the system's operational capabilities; which will help to extend the service life of the system's storage assets.

After meeting with Parks & Recreation staff, it was determined that a small corner of Xalapa Park could be used to house the new pump station. In return for the use of the property, the Water Utility agreed to incorporate a set of restrooms into the design plans to facilitate expanded uses of the park by Parks & Recreation. Staff believes this is truly a win-win situation for both the Water Utility's customers and the community.

A Request for Proposals was issued in February 2011; being mailed to three local firms and advertised in two national trade publications. By the prescribed date for submittal of proposals, five (5) firms provided the appropriate submittals for consideration, as follows:

- E&A Engineers – Walnut, CA
- Filippin Engineering – Santa Ynez, CA
- Civiltec Engineering, Inc. – Monrovia, CA
- Albert A. Webb Associates – Riverside, CA
- Stetson Engineers, Inc. – Covina, CA

A copy of each proposal was distributed to and independently evaluated by the Assistant Director of Public Works, Public Works Superintendent, and Water Services Supervisor. After their independent review they met collectively with the Director of Public Works to review their independent evaluations and discuss their rankings. The result of that meeting was that Civiltec was determined to be the most qualified firm for the project.

#### RELEVANCE TO THE STRATEGIC PLAN

The Public Works Department's Water Utility Division 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. Professional Services Agreement – Civiltec Engineering, Incorporated

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

**CITY OF COVINA  
PROFESSIONAL SERVICES AGREEMENT  
WITH CIVILTEC ENGINEERING, INCORPORATED  
FOR WATER SYSTEM PUMP STATION ENGINEERING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 6th day of April, 2011 by and between the **City of Covina**, a California municipal corporation with its principal place of business at 125 E. College Street, Covina California 91723 ("City") and Civiltec Engineering, Incorporated, a California corporation, with its principal place of business at 118 West Lime Avenue, Monrovia, California 91016 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

City desires to engage Consultant to render such services for the design and construction of the Holt Avenue Pump Station project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from April 6, 2011 to June 30, 2012, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Consultant's performance of the Services.

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

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

- W. David Byrum, Principal-in-Charge
- Terry L. Kerger, Project Manager
- David Song, Project Engineer
- Octavio Solorza, Staff Engineer
- Chae Y. Lee, Subcontractor – Electrical Engineering
- Tom Benson, Geotechnical Engineering.

3.2.5 City's Representative. The City hereby designates Steve Henley, Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Consultant and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Consultant's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Insurance.

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

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In

addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred eighteen thousand one hundred and ninety dollars (\$118,190.00) without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware that the Project is subject to California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects, which shall apply to the Project. Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Consultant may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Consultant for all services adequately rendered and all reimbursable costs incurred by Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

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

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

**Consultant:**

Civiltec Engineering, Incorporated  
118 West Lime Avenue  
Monrovia, CA 91016  
Phone: (626) 357-0588  
Fax: (626) 303-7957  
**Attn:** Mr. W. David Byrum, P.E.

**City:**

City of Covina  
125 East College Street  
Covina, California 91723  
Phone: (626) 384-5230  
Fax: (626) 384-5227  
**Attn:** Mr. Steve A. Henley, Director of Public Works

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

**3.5.3 Ownership of Materials and Confidentiality.**

**3.5.3.1 Documents & Data; Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

**3.5.3.2 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing

furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification. Consultant shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, and agents or volunteers. Consultant shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

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

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

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

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

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF COVINA,  
a California municipal corporation**

**CIVILTEC ENGINEERING, INC.  
a California corporation**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
W. David Byrum, P.E.  
Its: Senior Vice President

*Attest:*

*Attest:*

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

*Approved as to Form:*

*Approved as to Form:*

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Legal Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

PLEASE SEE ATTACHED

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Full resumes of these key members of the project team are presented in Appendix A along with an overall Organization Chart for the Monrovia Office.

*Civiltec* proposes to assign the **electrical engineering design** including power distribution, pump controls, new power service and controls integration to **Calpower Engineering, Inc.** of **Glendora**, California. Calpower is a certified Minority Business Enterprise (MBE) firm. The Project Engineer for Calpower will be **Chae Y. Lee, P.E.** Mr. Lee has worked with *Civiltec* since 1992 in design of power systems, lighting systems, and SCADA control systems for pump stations. Mr. Lee has over twenty-five years of extensive experience in design and construction management of groundwater well stations, booster pumping facilities, reservoirs and power service coordination. Mr. Lee has recently designed pump station electrical systems for the City of La Verne, the City of Glendora, La Puente Valley County Water District and Valley County Water District.

*Civiltec* proposes to assign any **landscaping design** to **Armstrong and Walker of Bradbury**, California and any **geotechnical support services** to **Leighton and Associates of Rancho Cucamonga**, California. Each firm has worked successfully with *Civiltec* on numerous projects.

## **Project Understanding**

*Civiltec* understands the objective of this project is to design and construct a new booster pump station near the intersection of East Holt Avenue and South Park View Drive. The pump station will be located in a small parcel within Xalapa Park next to an equestrian entrance into the Park. The City desires the installation of two (2) 1,000 gpm horizontal pumps (1 at this time), suction and discharge piping, power systems, motor controls and switchgear, manual transfer switch, a new SCE service, telemetry/SCADA system integration and a new building enclosure. In a field meeting on February 15, 2011, we discussed the possibility of installing a block building with a parapet type roof and roll-up door for the pump room access. We also understand there will be a men's and women's restroom facility attached to the pump station building. The water system tie-in points are adjacent to the pump station location, there is a sewer in Holt Avenue and SCE power facilities appear to be located on the east side of Holt Avenue. Site improvements will be required including relocation of an equestrian entrance into the Park and landscaping to assist in protecting/screening the building. Our approach to each project phase and task is described in further detail in the Scope of Services below.

## **Scope of Services**

### **Phase 1 – Preliminary Design**

- A. **Project Kick-off Meeting, Data Gathering, and Review:** Meet with City staff to discuss design parameters, site-specific conditions, project goals, and latest developments. Obtain information such as record drawings, sample pumping facility project drawings and other miscellaneous and applicable reports necessary to support the preparation of the design. Our objective will be to acquire as much record data from the

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City as possible prior to commencement of our own research efforts. *Civiltec* will provide a meeting agenda and minutes of the meeting for City records.

- B. **Utility Coordination:** Conduct complete utility coordination, as required, to construct the new facilities. *Civiltec* will research all existing utilities for the site. We will obtain survey data for a supplemental topographic survey.
- C. **Topo Survey/Site Visit:** Conduct a site visit to identify existing condition that may affect the design and construction of the proposed project. *Civiltec* will conduct a supplemental topographic survey of the immediate area for the new pump station. We will provide a completed site plan to scale to the City as one of the first deliverables for the project. The base plan will include existing site conditions and found utilities.
- D. **Sizing Analyses:** We will conduct hydraulic analyses and other required technical studies to size the pumps, motors, piping, valving, electrical equipment, building footprint and space requirements. The motors will be approximately 125 hp each and there will be other miscellaneous small building and control loads. We will layout the building footprint in the task indicating the pump room and two restroom facilities.
- E. **Determine Electrical Service Requirements:** Determine electrical service improvements required to supply power to new electrical equipment. We will contact SCE in this process to start their planning process and pursue the new service required for the new electrical system.
- F. **Preliminary Design Report:** Prepare a preliminary design report (PDR) to summarize the information developed during the initial preliminary engineering phase which will include the hydraulic analysis, studies on the sizing of the pumps, motors, piping, valving, electrical equipment, building footprint and space requirements, equipment schedule, control and monitoring systems, possible permit requirements, design and construction schedule, preliminary cost estimate and preliminary site and building layout. Prepare a draft PDR, and submit 5-bound copies for City's review and comments. Meet with City staff to discuss draft PDR and review comments. Incorporate City comments and prepare final PDR. Submit 5-bound copies and 1-electronic copy.

**Phase 2 – Final Design**

- A. **Construction Drawings:** Prepare detailed design plans for construction that will incorporate the findings from the Preliminary Design Report. *Civiltec* proposes to provide a number of submittals prior to final approval of the drawings and specifications. The following list identifies key submittals, meetings and design information proposed for each submittal:
  - 1. 50% Design Review - Submit piping and pump configuration layouts, electrical system layouts, building layouts, working sketches of details and sections, a preliminary construction cost estimate, schedule, draft outline of the specifications

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document, and a narrative of the design progress addressing outstanding issues and design completion schedule – 3 sets. Meet to discuss approximately one week after submittal. Meeting minutes will be provided.

2. **90% Design Review** - Submit complete drawings, second draft of complete specifications document, updated construction cost estimate, a narrative of progress addressing outstanding issues and design completion schedule and 50% design review comments – 3 sets. Meet to discuss approximately one week after submittal. Meeting minutes will be provided.
3. **100% Design Review** - Submit complete drawings and specification document reflecting 90% design review corrections for final approval from the City – 3 sets. A detailed construction cost estimate and construction schedule shall be submitted. Meet when submitted to expedite approval. Meeting minutes will be provided.
4. **Final Approval Review** - Submit final signed mylar drawings, two blackline copies and complete original specification document for final approval and signature by the City.

**B. Technical Specifications:** Prepare detailed technical specifications to support the drawings and complete the elements of the project. Integrate existing City Standard Specifications and Standard Drawings where applicable. Incorporate latest City front-end contract documents and general provisions. Develop necessary project specific special provisions. Provide a table of contents for the 50% submittal, and technical specifications for the 90% and 100% submittals.

**C. Regulatory Agency Coordination:** Coordinate with the City departments, CDPH, and other outside regulatory agencies that require approval of the project. *Civiltec* will apply all necessary permits and obtain approvals from the City departments, CDPH, and other outside regulatory and utility agencies.

**Phase 3 – Bidding Services**

- A. Review Front-End Documents:** Review and assist the City with assembly of the final bidding document, bid forms, general provisions, special provisions and technical specifications into a complete bid package ready for competitive bidding.
- B. Bid Documents:** Prepare 30 sets of Bidding Documents consisting of a complete bound package suitable for receiving competitive bids including but not limited to bid and contract documents, general, special provisions and technical specifications, standards plans, complete set of full scale construction drawings, half-size construction drawings (11" x 17" size) and a CD of specifications and drawings. Provide the bidding documents to the City for placing the project out to bid.
- C. Assist with Bidding Process and Award:** Assist the City in the bidding and award of the contract documents to include:

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1. Answering contractor's questions
2. Issuing addenda
3. Reviewing the bids/verifying contractor references
4. Assisting the City in recommending award of contract

**Phase 4 – Construction Assistance**

**A. Meetings:** Attend, participate, and prepare and distribute agenda and meeting minutes in all project construction meetings. We assume six meetings in this Phase.

**B. Shop Drawing Review:** Review and process project shop drawings. We assume 30 shop drawings and a tracking log

**C. Construction and Inspection Services**

1. Provide part time inspection of construction work to monitor the construction activities to assure adherence to specifications, drawings, and submittals. Inspection will be provided and estimated to require up to 4 hours per day, each day the work is being executed. Document daily work progress with written logs and photographs, as required. We will use one inspector to inspect this project.
2. Provide construction staking of the building corners.
3. Provide geotechnical and concrete testing.
4. Assist with requests for change orders by the Contractor. Provide requests for change orders with documentation and recommendations to the City representative for review and approval. Implement changes as required and directed by the City.
5. Maintain record drawings in the field indicating any changes in the design, materials, dimensions and details. Use red lined "as-built" drawings to prepare the record set of drawings and deliver to the City.
6. Prepare a "punch list" of all items to be completed by the Contractor to obtain final completion.
7. Arrange and conduct the final inspection and start-up coordination work with City crews prior to the new facilities being placed into service. Final inspection to be witnessed by a City representative.
8. *Civiltec* will assemble the operations and maintenance manuals for the pump station operations that reference the O&M manuals by equipment manufactures.

**City Provided Services**

The City of Covina agrees to provide CEQA/Environmental preparation and processing, City standard contract documents, sample of recent projects, AutoCAD title sheet and design sheet border, assistance with plan research of available City plans, advertising and review of the construction bids and construction award, including required printing beyond the 30 sets we will provide and City contract administration.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

PLEASE SEE ATTACHED

All start and finish dates on the attached schedule(s) are adjusted proportionate to the effective date of this Agreement.

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## Project Schedule

*Civiltec* has resources available to immediately work on this assignment. We anticipate the preliminary and final design tasks can be initiated and completed as shown on the enclosed Schedule (Appendix B). All proposed tasks will be completed within the proposed budget and in compliance with the proposed schedule. *Civiltec* will provide written status reports on a monthly basis. *Civiltec* has estimated a construction phase time frame of three (3) months as the basis for estimating construction phase services.

### Project Specific Booster Pump Station Experience

*Civiltec* completed the design of an 8,000 gpm booster pump station for San Gabriel County Water District. The new station consisted of four new pumps, block building enclosure, surge arrester, 24-inch suction and discharge piping, metering and site improvements.

Contact: Charles Shaw, General Manager  
San Gabriel County Water District  
8366 Grand Avenue  
Rosemead, CA 91770  
(626) 287-0341

*Civiltec* has completed the design and construction management of a 2,200 gpm booster pump station for the City of La Verne. The design included extension of 12-inch suction piping to a new site, three pumps, on site suction and discharge piping, block building, motor controls and telemetry and a new SCE service. The pump station is located in a City park.

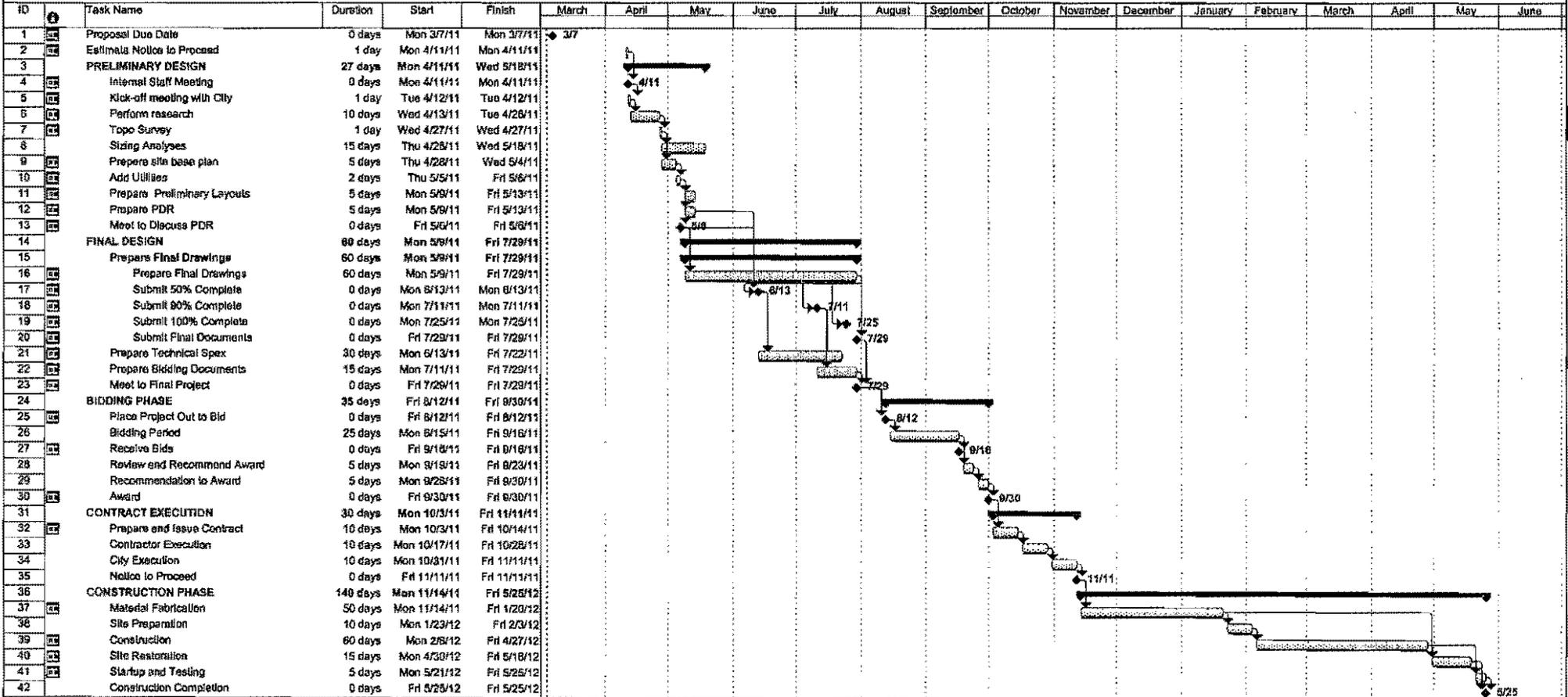
Contact: Dan Keesey, Director of Public Works  
City of La Verne  
3660 "D" Street  
La Verne, CA 91750  
(909)596-8741

*Civiltec* has recently completed the design and construction management of a new underground, three pump - pump station for the City of Glendora. The pump station is 2,500 gpm in size and has variable frequency motor controls and surge protection facilities. The telemetry system is state of the art incorporating radio telemetry and programmable logic controller.

Contact: Steve Patton, Water Manager  
City of Glendora  
116 East Foothill Boulevard  
Glendora, CA 91741  
(626) 914-8249

Additional pump station projects are listed in Appendix C.

**CITY OF COVINA**  
*Booster Pump Station Design and Construction Schedule*



Project: Pump Station Draft Schedule  
 Date: Fri 3/4/11

Task		Progress		Summary		External Task		Split	
Split		Milestone		Project Summary		External MileTask			

**EXHIBIT "C"**  
**COMPENSATION**

PLEASE SEE ATTACHED



General Civil, Municipal, Water and Wastewater Engineering, Planning,  
Construction Management and Surveying  
Monrovia, Prescott Phoenix

March 7, 2011



City of Covina  
Public Works Department  
534 North Barranca Avenue  
Covina, CA 91723

Attention: Steve A. Henley, Director of Public Works

Subject: Proposed Compensation Schedule to Provide Professional Engineering Services  
for the Design of a New Water System Booster Pump Station

Dear Mr. Henley:

*CIVILTEC engineering, inc. (Civiltec)* proposes to provide the Scope of Services per our Proposal dated March 7, 2011 for the subject project on a time and materials basis per the attached rate schedule, not to exceed the following total budget, without written authorization from the City of Covina.

<b>Phase 1 - Preliminary Design</b>	<b>\$ 23,040.00</b>
<b>Phase 2 - Final Design</b>	<b><u>\$ 39,510.00</u></b>
<b>Subtotal Design Phases</b>	<b>\$ 62,550.00</b>
<b>Phase 3 - Bidding Services</b>	<b>\$ 6,800.00</b>
<b>Phase 4 - Construction Assistance*</b>	<b><u>\$ 48,840.00</u></b>
<b>Subtotal Construction Phases</b>	<b>\$ 55,640.00</b>
<b>GRAND TOTAL FOR ALL PHASES</b>	<b>\$118,190.00</b>

\*Note: We have budgeted 250 hours of part-time inspection in this Phase. This is a large budget item and can be adjusted to fit the project as directed by the City.

Enclosed herewith is a Company Rate Schedule that we will keep in effect for the duration of the Project and an Engineering Cost Analysis for your review.

**City of Covina**

Mr. Steve A. Henley, Director of Public Works  
Budget for Professional Engineering Services – Pump Station  
March 7, 2011  
Page 2



*CIVILTEC engineering, inc.* will be pleased to enter into the City's Standard Agreement for the services identified in our Proposal. We look forward to assisting you and the City of Covina in successful completion of the design and construction management of the new Booster Station Project, if chosen to undertake this important assignment.

Please contact me with any questions you may have. We are available to discuss this Proposal at your convenience. This Cost Proposal is valid for a period of 60 days.

Very truly yours,

*CIVILTEC engineering, inc.*

A handwritten signature in black ink, appearing to read "W. David Byrum", is written over a horizontal line.

W. David Byrum, P.E.  
Senior Vice President  
Principal Engineer

WDB:dlo

W:\2011\Proposals\PM11023 Covina Pump Station\PM11023 Covina Pump Station Budget.doc



General Civil, Transportation, Municipal, Water and Wastewater Engineering  
Planning, Construction Management and Surveying  
Monrovia Prescott Phoenix

**RATE SCHEDULE**

EFFECTIVE UNTIL DECEMBER 31, 2011

Principal Engineer.....	\$190.00
Principal Engineer - Expert Witness Testimony.....	\$325.00
Senior Engineer.....	\$175.00
Project Manager.....	\$150.00
Project Engineer.....	\$140.00
Staff Engineer.....	\$135.00
Senior Designer.....	\$125.00
Designer.....	\$115.00
Designer/Drafter.....	\$100.00
Planning Technician.....	\$95.00
Senior Resident Engineer/Inspector.....	\$90.00
Resident Engineer/Inspector.....	\$80.00
Drafter.....	\$80.00
Senior Administrative Assistant.....	\$75.00
Administrative Assistant/Clerical.....	\$65.00
One Man Survey Party.....	\$175.00
Two Man Survey Party.....	\$225.00
Survey Manager.....	\$130.00
Staff Land Surveyor.....	\$115.00
Survey Technician.....	\$100.00
Subcontracted Services.....	Cost plus 15%
Mileage.....	\$0.55/mile

**NOTE:** All rates are effective until December 31, 2011. Any increases in rates after that date will be limited to 8% maximum.

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**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** CC8

**STAFF SOURCE:** Steve Henley, Director of Public Works  
Kalieh Honish, Assistant Director of Public Works  
Alex Gonzalez, Senior Management Analyst



**ITEM TITLE:** Prospero Park Enforcement Activities – Consideration of Business License Revisions

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**STAFF RECOMMENDATION**

Direct staff to return to the City Council with revisions of the city's business license regulations to establish enhanced regulatory and enforcement controls over rental housing properties after conducting meetings with property owners to review any proposed regulations.

**FISCAL IMPACT**

As the recommended action provides only that an ordinance be prepared for City Council future consideration, the recommended action entails no fiscal impact.

**BACKGROUND**

At the March 15, 2011 City Council meeting various persons addressed the City Council regarding a variety of property maintenance concerns relative to property located at 217 North Vecino Drive. In response to those concerns, the City Council directed that the matter be placed on this evening's agenda for discussion.

In response to the concerns raised at the March 15<sup>th</sup> City Council meeting, Sergeant Walczak contacted Mr. Jim Oronoz to discuss the neighborhood's concerns. During that conversation Mr. Oronoz advised that the Prospero Park Owners Association had not met for several months since Mrs. Mercedes Garrett had stepped down as President of the organization. Mr. Oronoz provided details on his concerns, which were mostly related to code enforcement issues and requested that the Police Department provide extra patrols of the area to reduce loitering around his property. Mr. Oronoz also committed to notify the Police Department when Association meetings resumed. Mr. Oronoz specifically complained about the property at 217 North Vecino Drive and trash concerns with this property. A review of police calls for service at that location revealed two calls for service since January 1, 2011; a possible narcotics violation and a loud music call.

In addition to the Police Department's response to the concerns voiced at the March 15<sup>th</sup> City Council meeting, the Public Works Department assembled the attached Exhibit A, which provides a synopsis of the on-going code enforcement activities that have taken place on the

Updated 9/8/10

subject property since May 2008. As is readily apparent, the property has been a recurring source of problems for the Prospero Park community. And while staff has made diligent and repeated efforts to gain compliance by the location's property owner, these efforts have been hampered by the limited tools currently available to code enforcement staff.

Section 5.04.500 of the Covina Municipal Code requires all residential rental properties of four or more units to pay an annual business license tax to the City. However, Section 5.04.020 of the Covina Municipal Code establishes that the payment of this tax is solely for the purpose of raising revenue for municipal purposes and is not intended for regulation. Therefore, while the owners of rental properties of four or more units pay an annual tax to the City for their business operations, the City's ability to inspect and regulate these businesses for the health, safety and welfare of the general public is severely restricted. The inability to regulate the maintenance and operation of residential rental properties within the city to protect the health, welfare and safety of the general public under the current license tax provisions of the Municipal Code, as is evidenced in the case at hand, has been problematic; especially when dealing with absentee land owners.

In March 2010 staff prepared a proposed ordinance to address these concerns. As originally drafted, the proposed ordinance required all residential rental property owners to apply for and obtain a business license from the City. Upon receipt of a completed application and payment of fees, staff would schedule the property for a variety of inspections dependent upon the type of property being licensed. For example, a multi-unit apartment complex would be inspected by not only a Building Inspector or Code Enforcement Officer for the issues previously addressed, but also potentially by the Health Department, Fire Department, and Public Works Inspector to ensure compliance with all applicable, Health, Fire, waste, recycling and industrial waste regulations for such properties. Any deficiencies would be brought to the attention of the property owner; with issuance of the business license being withheld until the necessary corrective actions were taken and the property was in full compliance with all applicable regulations. Failure to take the necessary corrective actions would result in the denial and/or revocation of the property's business license.

At the time of its original presentation to the City Council the proposed ordinance (10-1980) was introduced by the City Council at its meeting of March 2, 2010. However, second reading and adoption of the ordinance was never completed as final action on the ordinance was deferred to allow community members adequate time to evaluate the proposals contained within the ordinance. Given the length of time that has transpired since the ordinance's original first reading, the ordinance would need to be re-introduced before it could be ultimately be considered for adoption. However, as a result of the recurring problems associated with the Vecino property, and others, and the concerns expressed at the March 15<sup>th</sup> City Council meeting, staff would suggest a short series of meetings (no more than two) with property owners centered around a review of the previously-drafted ordinance with an end goal of bringing an ordinance forward to the City Council so that we may more effectively deal with difficult and absentee property owners in a proactive manner.

**RELEVENCE TO THE STRATEGIC PLAN**

The proposed action has no direct relevance to any of the current Strategic Plan goals.

**EXHIBITS**

A. Property Activity Report – 218 North Vecino

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: 

**Property Activity Report**  
217 North Vecino Dr.

Case was first opened on complaint from a neighboring property owner 05/14/2008. Complaint was regarding the habitable use of a tent identified in carport. Upon inspection identified the habitable use of another tenant's carport. Property owner was notified and violation was abated within five days on 05/19/2008.

Three months later, 08/28/2008, received a complaint requesting the removal of debris; repair of paint around stairs; and lack of landscape maintenance. Advisory letter was sent, returned and re-sent, giving an additional week to abate the violations. 09/18/2008 inspection identified the removal of most storage and debris from property and carports. Due to progress, additional time was granted to address painting and the removal of remaining debris. Once again letter was returned to sender 09/25/2008.

Spoke with Mrs. Garrett on 10/08/2008 and received property owner information. Attempted to make contact; left message for Mr. Ward with his secretary. During this time, additional complaints were identified at property, i.e. dead fronds on palm tree, an inoperable vehicle, and a missing light fixture at the front of building.

10/20/2008 issued a Notice of Violation 20 days due to lack of compliance and lack of contact. Added new violations to NOV.

Attempted to contact Mr. Ward at office, left a message on 11/13/2008. All attempts to contact have been unsuccessful, issued an additional NOV giving remaining 10 days to abate the violations.

12/01/2008 attempted to contact Mark Ward property owner, left message.

12/02/2008 issued first citation \$50.00. Once again, first citation was returned to sender. Attempted to contact property owner with no success.

12/19/2008 issued next citation \$150.00, mailed certified and posted copy at property.

12/22/2008 Mark Ward made contact at 10:00 am. He stated building will be painted in February, and all storage has been removed from carport. He will hire gardeners to trim palm and maintain landscape.

01/06/2009 citation returned and posted at property.

01/12/2009 Mr. Ward made progress. Light fixture repaired, landscaping addressed, Storage in carport cleared. Remaining violations: dead palm tree, paint around stairway, and will also request property owner to monitor storage in and use of carports.

01/13/2009 Mr. Ward made contact stating he has obtained a few bids to repaint the stairway and to trim palm tree. Due to compliance worked with Mr. Ward to allow time to hire landscapers and painters. Requested thirty days to gather funding.

On 03/04/2009, remaining violations abated.

07/02/2009 assisted property owner with request to contact tenants in regards to accumulation of storage in carports. No administrative citations were issued, due to complaint coming from property owner. Property owner requested assistance.

09/16/2009 received an additional complaint from neighboring property owner regarding the return of storage, debris, and the lack of landscape maintenance.

09/29/2009 letter was returned and posted at property.

10/13/2009 Carport debris removed and landscaping addressed.

05/27/2010 received an additional complaint regarding the accumulation of debris in carports, deteriorated conditions of carports, basketball hoop stored in the public right of way.

06/01/2010 inspected property, identified violations, and issued an advisory letter requesting compliance.

06/14/2010 advisory letter returned, posted letter at property. Spoke with tenants in regards to violations. Tenants stated they would remove basketball hoop, inoperable vehicle, and will work on storage. Follow up confirmed the removal of basketball hoop, progress on debris and storage.

07/19/2010 Mr. Ward made contact requested landscaping to be addressed from neighboring property. Foreclosed building, vegetation has overgrown onto rooftop of carport. Took two months for the sale of neighboring building and on 10/18/2010 neighboring building was repaired and vegetation removed. Within two weeks, Mr. Ward then complied with the removal of debris from carports and vehicles were parked in stalls. Mr. Ward was once again was informed of the need to make repairs to carport.

12/08/2010 received additional complaints regarding the return of violations. Advisory letter sent out to property owner.

01/11/2011 no compliance NOV 20 days issued and posted at property.

02/24/2011 received additional complaint regarding potholes in driveway, additional debris surrounding trash enclosure, and graffiti at rear of property.

03/09/2011 NOV 10 days posted at property adding new violations.

03/23/2011 follow up inspection scheduled. At this time no contact nor progress has been made. Will issue an administrative citation on that date and will continue with the administrative citation process until violations have been abated.

In addition will utilize **CMC 1.26.040** that will allow the continuance of enforcement action to be taken where last left off at for the return of violations within one calendar year. However, violations are caused by tenants and it is imperative for the property owner to monitor tenant activity to ensure the continued maintenance of building. All correspondence is issued to property owner and it is the sole responsibility of the property owner to address all violations.

34 site visits (inspections, posting of advisory letters, NOV, and citations)

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** CC9

**STAFF SOURCE:** Steve Henley, Director of Public Works  
Kalieh Honish, Assistant Director of Public Works  
Kyle Randall, Building Official

SW

**ITEM TITLE:** Document Conversion of Building Permits to Electronic Format

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**STAFF RECOMMENDATION**

Amend the fiscal year 2010-2011 Public Works Department, Building Inspection Budget to reflect an appropriation of \$14,000 from Building Equipment Reserve Funds for the completion of document conversion of building permit records to electronic format.

**FISCAL IMPACT**

This is a reallocation from Building Equipment Reserve Funds 2185-4100 to Account No. 1010-4100-00-53570, specifically collected for this purpose to the current fiscal year's budget. There is no impact to the General Fund.

**BACKGROUND**

Currently the City of Covina has only hard copy Building Permit documents and we are attempting to convert to an electronic records keeping system. Regardless of future permit technologies, we are required to retain all Building Permit documents for the life of a structure. Specifically, pursuant to Covina Municipal Code §14.04.080 the Building Official shall maintain an official copy of construction documents, which may be on microfilm, electronic media, or other type of photographic copy, of the plans of every building, during the life of the building, for which a permit was issued. The current hard copies are located in the Building Official's file cabinets. However, electronic format, not only makes the copies more accessible, and more easily duplicated, they will be more secure from damage or disaster than in their current location and format due to the back-up server protocols and additional data storage that RF Consulting provides.

The Public Works Department has selected the services of RF Consulting based on their proven track record with the City of Covina. Additionally, they are currently converting documents for Planning, City Clerk and IT, as well as past projects for Engineering. Pursuant to Covina Municipal Code §2.20.175, purchase of professional services "shall be made on the basis of demonstrated competence and experience of the service provider" but no bid process is required.

As permitted under Section 19850 of the California Health and Safety Code, a fee shall be collected to maintain plans which are required by law to be retained by the City. The plan maintenance fee shall be established and amended from time to time by resolution of the City Council. This fee is currently collected during the permit process, and these funds are deposited in the Building Equipment Reserve Fund ((2185-4100), which currently has a balance in excess of \$25,000.

**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 customer service, 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 the Strategic Plan's Goal of environmental sustainability, improved customer service and efficient city government.

**EXHIBITS**

A. Resolution No. 11-6948

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

RESOLUTION NO. 11-6948

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2010-2011 PUBLIC WORKS DEPARTMENT, BUILDING INSPECTION BUDGET TO REFLECT AN APPROPRIATION OF \$14,000.00 FROM BUILDING EQUIPMENT RESERVE FUNDS FOR THE COMPLETION OF DOCUMENT CONVERSION OF BUILDING PERMIT RECORDS TO ELECTRONIC FORMAT

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

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2010 and ending June 30, 2011 was approved on June 15, 2010; and

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

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

WHEREAS, the City of Covina wishes to improve customer service, become environmentally sustainable, and provide efficient, visible and responsive city government.

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

SECTION 1. Amend the fiscal year 2010-2011 Public Works Department, Building Inspection Division operating budget as follows;

- Increase expenditure account 2185-0000-00-59110 (Building Equipment Operating Transfers) from reserve account 2185-0000-00-33000.
- Increase revenue account 1010-4100-00-49120 (General Fund Operating Transfers from Special Revenue Fund).
- Increase expenditure account 1010-4100-00-53570 (General Fund Building Inspection Microfilming Services) for the completion of electronic conversion and indexing of Building Permit file hard copies.

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

PASSED, APPROVED AND ADOPTED this    day of            2011.

\_\_\_\_\_  
John C. King, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM;

\_\_\_\_\_  
City Attorney

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** CC 10

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

**ITEM TITLE:** Resolutions relating to the annexation of territory to Community Facilities District No. 2007-1.

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**STAFF RECOMMENDATION**

- a). Adopt **Resolution No. 11-6945**, declaring its intention to authorize the annexation of territory to Community Facilities District No. 2007-1 (Public Services); and
- b). Adopt **Resolution No. 11-6946**, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).

**FISCAL IMPACT**

There are thirty residential units in the proposed annexation area. The "Special Tax" authorized by the proposed annexation to Community Facilities District 2007-1 (the "CFD") will generate \$12,842.70 annually based on the 2010-2011 tax rate of \$428.09 per unit, and will be deposited to Account No. 2740-4800-00-45800. The Special Tax shall be used to pay for the following services: police, fire protection and suppression, paramedic services, and park maintenance. The Special Tax will increase annually by the greater of two percent (2.00%), or the percentage change in the Consumer Price Index.

**BACKGROUND**

The purpose of the subject resolutions is to 1) notice the intent of the City to annex property to the CFD, 2) identify the boundaries of the proposed annexation, 3) identify the types of services to be funded by the CFD, and 4) notice that a public hearing will be held on May 17, 2011, where the City Council will consider the proposed annexation. The subject resolutions are hereby presented to the City Council, pursuant to the Conditions of Approval for a 30-unit condominium development at 615 N. 3<sup>rd</sup> Street.

On June 5, 2007, the City Council held a public hearing and formed CFD 2007-1. Pursuant to the Conditions of Approval for a 30-unit apartment development at 615 N. 3<sup>rd</sup> Street, the builder agreed to annex to the CFD, or to pay an in lieu fee based on the financial impact on Police, Fire, Emergency, and Parks services. The builder has opted to annex into the CFD. Under the CFD, in Fiscal Year 2010-2011, any newly constructed residential units are charged \$428.09 per year for the following services: police, fire protection and suppression, paramedic services, and park maintenance. This Special Tax appears on the annual Property Tax bill for each parcel. The Special Tax authorized by the CFD shall be levied on all parcels for which building permits were issued on or before May 1 of the preceding fiscal year.

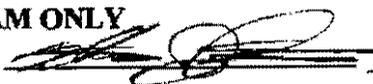
The purpose of the CFD is to finance the aforementioned public safety and park services that are in addition to those currently provided for the territory within the District. In Fiscal Year 2010-2011, the calculated amount for these services, for each additional multi-family residential unit, is \$428.09. This program has been conceived with the intention that all future residential development, which results in a net increase of residential units, would annex to the CFD. Residential units constructed prior to formation of the CFD are not subject to the Special Tax.

**RELEVANCE TO THE STRATEGIC PLAN**

This action will assist the City to reach the goal of enhancing financial stability, as the special tax assessed on all future residential development will provide some of the needed funding to provide public safety and park services.

**EXHIBITS:**

- A. Resolution No. 11-6945
- B. Resolution No. 11-6946

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

**EXHIBIT A**

**RESOLUTION NO. 11-6945**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,  
CALIFORNIA, DECLARING ITS INTENTION TO AUTHORIZE THE  
ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES  
DISTRICT NO. 2007-1 (PUBLIC SERVICES)**

**WHEREAS**, the City Council of the City of Covina, California, (hereafter referred to as the "City Council"), at this time desires to authorize the annexation of territory to City of Covina Community Facilities District No. 2007-1 (Public Services) ("CFD No. 2007-1") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the "Act"); and

**WHEREAS**, CFD No. 2007-1 was formed to finance new police services, fire protection and suppression services, paramedic services, and park maintenance and other public services in addition to those provided in or required for the territory within CFD No. 2007-1 and will not be replacing services already available; and

**WHEREAS**, certain territory is proposed to be annexed to CFD No. 2007-1 and such territory shall be known and designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 2 ("Annexation No. 2"); and

**WHEREAS**, this legislative body now desires to proceed to adopt its Resolution of Intention to annex Annexation No. 2 into CFD No. 2007-1, to describe the territory proposed to be annexed, Annexation No. 2, to specify the services to be financed from the proceeds of the levy of special taxes within Annexation No. 2, to set and specify the special taxes that would be levied within the territory to finance such services, and to set a time and place for a public hearing relating to the annexation of Annexation No. 2 into CFD No. 2007-1; and

**WHEREAS**, a map showing the boundaries of Annexation No. 2 proposed to be annexed has been submitted, and a copy of the map shall be kept on file with the transcript of these proceedings.

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

**SECTION 1** Recitals. The above recitals are all true and correct.

**SECTION 2** Authorization. The proceedings for annexing Annexation No. 2 into CFD No. 2007-1 are authorized and initiated by this legislative body pursuant to the authorization of the Act.

**SECTION 3** Intention to Annex. This legislative body hereby determines that the public convenience and necessity requires that Annexation No. 2 be added to CFD No. 2007-1 in order to pay the costs and expenses for the required and authorized new services generated from new

development within the City and this City Council declares its intention to annex Annexation No. 2 to CFD No. 2007-1.

**SECTION 4 Boundaries.** A general description of the boundaries of Annexation No. 2 proposed to be annexed is as follows:

All that territory proposed to be annexed to CFD No. 2007-1, as such property is shown on a map designated as “Annexation Map No. 2 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California,” attached hereto as Exhibit “A” and hereby incorporated by reference.

**SECTION 5 Name of District.** The name of the district is “City of Covina Community Facilities District No. 2007-1 (Public Services)” and the designation for the territory to be annexed shall be “City of Covina Community Facilities District No. 2007-1 (Public Services), Annexation No. 2.”

**SECTION 6 Services Authorized to be Financed by CFD No. 2007-1, Annexation No. 2.** The services that are authorized to be financed by CFD No. 2007-1 are certain services which are in addition to those provided in or required for the territory within CFD No. 2007-1 and Annexation No. 2 and will not be replacing services already available. A general description of the services to be financed by CFD No. 2007-1 and Annexation No. 2 is as follows:

**PUBLIC SERVICES**

New police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance respectively, and (iv) City overhead costs associated with providing such services within CFD No. 2007-1 and Annexation No. 2. The Special Tax provides only partial funding for Public Services.

The same types of services which are authorized to be financed by CFD No. 2007-1 are the types of services to be provided in Annexation No. 2. If, and to the extent possible, such services shall be provided in common within CFD No. 2007-1 and Annexation No. 2.

**SECTION 7 Special Taxes.** It is the further intention of this City Council body that, except where funds are otherwise available, a special tax sufficient to pay for such services to be provided in CFD No. 2007-1 and Annexation No. 2, and related incidental expenses authorized by the Act, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 2, will be levied annually within the boundaries of such Annexation No. 2. For further particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit “B” (the “Rate and Method of Apportionment”), which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within proposed Annexation No. 2 to clearly estimate the maximum amount that such person will have to pay.

The special tax proposed to be levied within Annexation No. 2 for services to be supplied

within Annexation No. 2 shall be equal to the special tax levied to pay for the same services in CFD No. 2007-1, to the extent that the actual cost of providing the services in Annexation No. 2 is equivalent to the cost of providing those services in CFD No. 2007-1. Notwithstanding the foregoing, the special tax may not be levied at a rate that is higher than the maximum special tax authorized to be levied pursuant to the Rate and Method of Apportionment.

The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the City Treasurer.

The maximum special tax rate in CFD No. 2007-1 shall not be increased as a result of the annexation of Annexation No. 2 to CFD No. 2007-1.

**SECTION 8 Public Hearing.** Notice is given that on the 17th day of May, 2011, at the hour of 7:30 p.m., in the regular meeting place of the City Council being the Covina City Hall located at 125 E. College Street Covina, CA 91723, a public hearing will be held where this City Council will consider the authorization for the annexation of Annexation No. 2 to CFD No. 2007-1, the proposed method and apportionment of the special tax to be levied with Annexation No. 2 and all other matters as set forth in this Resolution of Intention.

At such public hearing, the testimony of all interested persons for or against the annexation of Annexation No. 2 or the levying of special taxes within Annexation No. 2 will be heard.

At such public hearing, protests against the proposed annexation of Annexation No. 2, the levy of special taxes within Annexation No. 2 or any other proposals contained in this resolution may be made orally by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the public hearing. Written protests may be withdrawn at any time before the conclusion of the public hearing.

**SECTION 9 Majority Protest.** If (a) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within CFD No. 2007-1, (b) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within Annexation No. 2, (c) owners of one-half or more of the area of land in the territory included in CFD 2007-1, or (d) owners of one-half or more of the area of land in the territory included in Annexation No. 2, file written protests against the proposed annexation of Annexation No. 2 to CFD No. 2007-1 and such protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of the decision by the City Council on the annexation of Annexation No. 2 to CFD 2007-1.

**SECTION 10 Notice.** Notice of the time and place of the public hearing shall be given by the City Clerk by publication in a legally designated newspaper of general circulation, in the territory of Annexation No. 2 and CFD 2007-1 pursuant to Section 6061 of the Government Code. Said

publication shall be completed at least seven (7) days prior to the date set for the public hearing and shall contain the information prescribed in Section 53322 of the Act.

**SECTION 11** The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 5th day of April, 2011.

\_\_\_\_\_  
John King, Mayor

ATTEST:

\_\_\_\_\_  
Deputy 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. 11-6945 was adopted by the Covina City Council at a regular meeting of the City Council held this 5<sup>th</sup> day of April, 2011, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Catherine M. LaCroix  
Deputy City Clerk

**EXHIBIT A**  
**ANNEXATION MAP**

# ANNEXATION MAP NO. 2 COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

CITY OF COVINA  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2011.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING  
PROPOSED BOUNDARIES OF ANNEXATION NO. 2 TO  
COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES), CITY OF COVINA, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA, WAS APPROVED BY THE CITY  
COUNCIL OF THE CITY OF COVINA AT A REGULAR  
MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2011, BY ITS RESOLUTION NO.  
\_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF COVINA

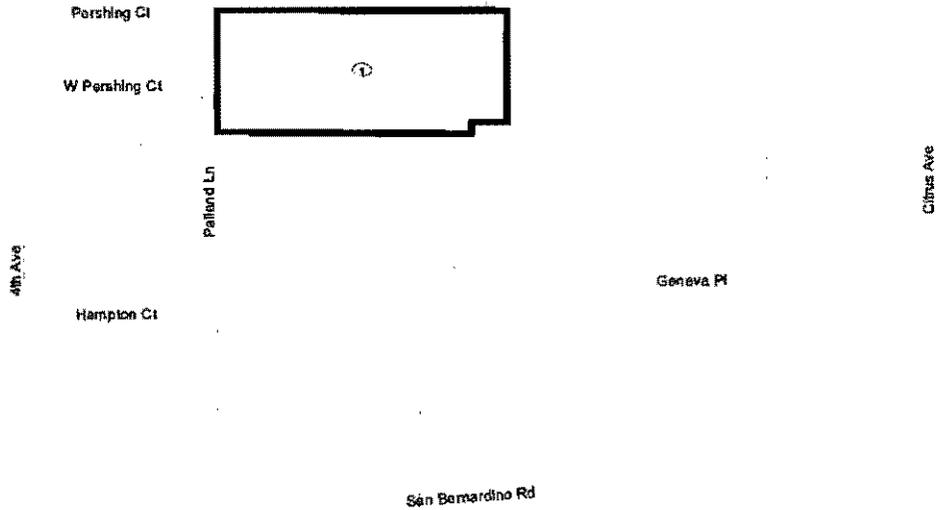
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, AT THE  
HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ IN THE BOOK  
OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES  
DISTRICTS, PAGE(S) \_\_\_\_\_ AND AS INSTRUMENT NO.  
\_\_\_\_\_ IN THE OFFICE OF THE COUNTY  
RECORDER IN THE COUNTY OF LOS ANGELES, STATE OF  
CALIFORNIA.

\_\_\_\_\_  
BY DEPUTY  
COUNTY RECORDER  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) OF THE CITY OF COVINA RECORDED WITH  
THE LOS ANGELES COUNTY RECORDER'S OFFICE ON  
MAY 18, 2007, AS DOCUMENT NO. 2007 214337 IN THE BOOK OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL  
SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND  
DIMENSIONS AS SHOWN ON THE LOS ANGELES COUNTY  
ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE LOS ANGELES COUNTY ASSESSOR'S MAPS SHALL  
GOVERN FOR ALL DETAILS CONCERNING THE LINES AND  
DIMENSIONS OF SUCH LOTS OR PARCELS.



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	8431-014-033-0000

### LEGEND

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER



**EXHIBIT B**  
**AMENDED RATE AND METHOD OF APPORTIONMENT**

# FIRST AMENDED RATE AND METHOD OF APPORTIONMENT

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## CITY OF COVINA

### COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

A special tax as hereinafter defined shall be levied on and collected for Community Facilities District No. 2007-1 (Public Services) of the City of Covina ("CFD No. 2007-1") each Fiscal Year, commencing in Fiscal Year 2007-2008, in an amount determined by the City Council of the City of Covina through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2007-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**"Act"** means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means any actual ordinary and necessary expense of the City of Covina, or designee thereof or both, to carry out the administration of CFD No. 2007-1 related to the determination of the amount of the levy of the Special Tax, the collection of the Special Tax including the expenses of collecting delinquencies, the payment of a proportional share of salaries and benefits of any City employee whose duties are directly related to the administration of CFD No. 2007-1, fees and expenses for counsel, Special Tax consultant and other consultants hired by the City in relation to CFD No. 2007-1, costs associated with responding to public inquiries regarding CFD No. 2007-1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2007-1.

**"Affordable Housing"** means any Unit within CFD No. 2007-1 that is subject to a written and recordable covenant, deed restriction, resale restriction, regulatory agreement or similar agreement with either the City of Covina or the Redevelopment Agency of the City of Covina, which restricts the amount of rent for that Unit to "affordable rent" (as that term is defined in California Health and Safety Code Section 50053) for a period of not less than fifty-five (55) years, or which restricts the purchase price for that Unit to "affordable housing cost" (as that term is defined in California Health and Safety Code Section 50052.5) for a period of not less than forty-five (45) years. A Unit shall no longer be considered Affordable Housing following the expiration or termination of the applicable covenant, restriction or agreement.

**"Annual Escalation Factor"** means for the Special Tax, the greater of (i) two percent (2.00%), or (ii) the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

**"Assessor's Parcel"** means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of CFD No. 2007-1.

**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

**“Base Year”** means Fiscal Year ending June 30, 2008.

**“Boundary Map”** means the map of the boundaries for CFD No. 2007-1, as approved by the City Council, and recorded with the County in maps of assessments and community facilities districts.

**“Building Permit”** means a permit for new construction for a residential dwelling Unit. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD Administrator”** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements and providing for the levy and collection of the Special Tax.

**“CFD No. 2007-1”** means Community Facilities District No. 2007-1 (Public Services) established by the City under the Act.

**“City”** means the City of Covina.

**“City Council”** means the City Council of the City, acting as the Legislative Body of CFD No. 2007-1, or its designee.

**“Consumer Price Index”** means the index published by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

**“County”** means the County of Los Angeles.

**“Developed Property”** means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits were issued on or before May 1 preceding the Fiscal Year for which the Special Tax is being levied, provided that a Final Map was created on or before January 1 of the prior Fiscal Year and that each such Assessor’s Parcel is associated with a Lot, as determined reasonably by the City and/or CFD administrator.

**“Exempt Property”** means all Assessor’s Parcels within CFD No. 2007-1 designated as being exempt from the Special Tax as determined in Section F.

**“Final Map”** means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

**“Fiscal Year”** means the period commencing on July 1 of any year and ending the following June 30.

**“Lot”** means an individual legal lot created by a Final Map for which a Building Permit could or has been issued.

**“Maximum Special Tax”** means the Maximum Special Tax determined in accordance with Section C, which can be levied by CFD No. 2007-1 in any Fiscal Year on Taxable Property within CFD No. 2007-1.

**“Mixed-Use Property”** means all Assessor’s Parcels of Developed Property for which Building Permit(s) have been issued for purposes of constructing Non-Residential Property and Residential Property. Residential Units on Mixed-Use Property shall be classified as Multi-Family Residential.

**“Multi-Family Residential”** means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential Units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, apartment Units, and residential Units on Assessor’s Parcels that are considered Mixed-Use Property.

**“Non-Residential Property”** means all Assessor’s Parcels for which a Building Permit was issued for any type of non-residential use.

**“Public Property”** means any property within the boundaries of CFD No. 2007-1 that is owned by or irrevocably dedicated to the City, the federal government, the State of California, the County, CFD No. 2007-1, or other public agency. For purposes of this definition, property owned by the Redevelopment Agency of the City of Covina is not considered Public Property and any property owned by the Redevelopment Agency will be subject to the levy of a Special Tax in accordance with Sections C and D herein.

**“Public Services”** means new police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City and Fire District staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance, and (iv) City and Fire District overhead costs associated with providing such services within CFD No. 2007-1. The Special Tax provides only partial funding for police, fire protection services, paramedic services, and park maintenance.

**“Special Tax”** means any special tax authorized to be levied by CFD No. 2007-1 pursuant to the Act to fund the Special Tax Requirement.

**“Single-Family Residential”** means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential dwelling Unit.

**“Taxable Property”** means all Assessor’s Parcels within CFD No. 2007-1 that are not exempt from the levy of the Special Tax.

**“Tax Class”** means any of the classes listed in Table 1 below.

**“Undeveloped Property”** means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits have not been issued and that is not classified as Approved Property or Public Property.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

**B. CLASSIFICATION OF ASSESSOR’S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor’s Parcel within CFD No. 2007-1 shall be classified as Developed Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor’s Parcel of Developed Property shall be further classified as Single-Family Residential, Multi-Family Residential, or Mixed-Use Property.

**C. MAXIMUM ANNUAL SPECIAL TAX**

The Maximum Special Tax for each Assessor’s Parcel classified as Single-Family Residential, Multi-Family Residential, and Mixed-Use Property in Fiscal Year 2007-2008 shall be equal to the Maximum Special Tax set forth in Table 1.

**TABLE 1  
MAXIMUM ANNUAL SPECIAL TAX RATES  
Fiscal Year 2007-2008**

Tax Class	Description	Maximum Special Tax
1	Single-Family Residential	\$527 per Unit
2	Multi-Family Residential	\$395 per Unit
3	Mixed-Use Property	\$395 per Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be adjusted by the Annual Escalation Factor.

**Multiple Tax Classes**

In some instances an Assessor’s Parcel may contain more than one Tax Class. The Maximum Special Tax levied on such Assessor’s Parcel shall be the sum of the Maximum Special Tax that can be imposed on all Tax Classes located on that Assessor’s Parcel.

**D. METHOD OF APPORTIONMENT OF SPECIAL TAX**

Commencing with Fiscal Year 2007-2008, and for each subsequent Fiscal Year, the Special Tax shall be levied on each Assessor’s Parcel of Developed Property at the applicable Maximum Special Tax as set forth in Section C.

**E. TERMINATION OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity to fund Public Services provided to CFD No. 2007-1.

## **F. EXEMPTIONS**

The City shall classify as Exempt Property: (i) Public Property, (ii) Non-Residential Property, (iii) Undeveloped Property, (iv) Affordable Housing, or (v) Assessor's Parcels with public or utility easements making impractical their utilization for other purposes than those set forth in the easement.

## **G. APPEALS**

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2007-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

## **H. MANNER OF COLLECTION**

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2007-1 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

**EXHIBIT B**

**RESOLUTION NO. 11-6946**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING BOUNDARY MAP SHOWING TERRITORY PROPOSED TO BE ANNEXED IN THE FUTURE TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)**

**WHEREAS**, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), formed a Community Facilities District, designated as Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”), pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”); and

**WHEREAS**, the City Council desires to initiate proceedings to annex certain territory to CFD No. 2007-1; and

**WHEREAS**, there has been submitted a map showing the territory proposed to be annexed to CFD No. 2007-1, said area to be designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 2 (hereafter referred to as “Annexation No. 2”).

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

**SECTION 1** Recitals. The above recitals are all true and correct.

**SECTION 2** Annexation Map. The map showing Annexation No. 2 to be subject to the levy of a special tax upon the annexation of such territory to CFD No. 2007-1 is hereby approved and adopted. Such map is designated by the name of “Annexation Map No. 2 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California.”

**SECTION 3** Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 2, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution of Intention fixing the time and place of the Public Hearing to annex Annexation No. 2 to CFD No. 2007-1, a copy of said map shall be filed with the correct and proper endorsements thereon with the Los Angeles County Recorder, all in the manner and form provided for Section 3111 of the Streets and Highways Code of the State California.

**SECTION 4** The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 5th day of April, 2011.

\_\_\_\_\_  
John King, Mayor

ATTEST:

\_\_\_\_\_  
Deputy 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. 6946 was adopted by the Covina City Council at a regular meeting of the City Council held this 5th day of April, 2011, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Catherine M. LaCroix  
Deputy City Clerk

**COVINA REDEVELOPMENT AGENCY**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** CC 11

**STAFF SOURCE:** Robert Neiuber, Director of Community Development/ *RN*  
Deputy Executive Director

**ITEM TITLE:** Continue roof repair at the McGill Transitional House under Section 22050 of the California Public Contract Code

---

**STAFF/AGENCY RECOMMENDATION**

- a. Adopt **Resolution No. 11-672** reviewing the roof repair at the McGill Transitional House, and continuing the emergency action to repair the roof pursuant to Section 22050 of the California Public Contract Code

**FISCAL IMPACT**

Funding for the work for an amount up to \$20,000 will be budgeted in the Redevelopment Agency Low-to Moderate Income Housing Fund, Account Number 2051-4700-00-52710, Operation of Acquired Property.

**BACKGROUND**

The McGill House, a transitional house for homeless women and children, was purchased in 2004, and has been in operation for four years. The house provides housing for two families and a resident attendant. About a month ago, rain and wind in the locality caused roof shingles to fly off the roof to the ground below, especially on the north, east and west portions of the property.

On March 8, the Agency adopted Resolution 11-669, authorizing the letting of a contract to complete emergency repairs at the agency-owned transitional house for homeless women and children pursuant Section 22050, subdivision (a) of the California Public Contract Code ("Section 22050").

Section 22050 requires a governing body that takes action pursuant to subdivision (a) of that Section to review the emergency action at its next regularly scheduled meeting, and by a four-fifths vote, determine that there is a need to continue the action. On March 8, 2011, the Covina Redevelopment Agency took action pursuant to subdivision (a) of Section 22050 to repair the roof at the McGill Transitional House. Therefore, the Redevelopment Agency is required to review this action and determine whether it is necessary to continue the action.

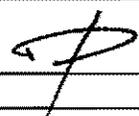
The repairs to the McGill Transitional House are still ongoing. Repair to the roof has been delayed due to the addition of new hardwiring for fire and carbon monoxide alarms required by the new building code. The emergency roof repair needs to be continued in order to fully repair the roof.

**RELEVANCE TO THE STRATEGIC PLAN**

Not applicable.

**EXHIBITS**

A. Agency resolution continuing the emergency

<b>REVIEW TEAM ONLY</b>		
City Attorney: _____		Finance Director: _____
City Manager: _____		Other: _____

RESOLUTION NO. 11-672

A RESOLUTION OF THE COVINA REDEVELOPMENT AGENCY CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY AT THE AGENCY-OWNED MCGILL TRANSITIONAL HOUSE PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

WHEREAS, the McGill House, a transitional house for homeless women and children located at 1104 W. McGill Street in Covina ("Subject Site"), was purchased in 2004, and has been in operation for four years; and

WHEREAS, the house provides housing for two families and a resident attendant; and

WHEREAS, rain and wind around the Subject Site caused roof shingles to fly off the roof to the ground below, especially on the north, east and west portions of the Subject Site; and

WHEREAS, on March 8, 2011 the Covina Redevelopment Agency adopted Resolution No. 11-669 declaring an emergency, authorizing the waiver of bidding requirements, and approving the roof replacement at the Subject Site pursuant to California Public Code Section 22050; and

WHEREAS, California Public Contract Code Section 22050, subdivision (a)(1) provides that "a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts"; and

WHEREAS, California Public Contract Code Section 22050, subdivision (c) provides that "[i]f the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and ... at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action"; and

WHEREAS, Resolution 11-669 constitutes action specified in subdivision (a) of California Public Contract Code Section 22050; and

WHEREAS, the need to install hard wiring for the fire and carbon monoxide alarms pursuant to the new building code have slowed repairs to the roof; and

WHEREAS, repairs to the roof are ongoing.

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

SECTION 1. The Covina Redevelopment Agency hereby reviews the emergency action to repair the roof at the Subject Site pursuant to California Public Contract Code Section 22050.

SECTION 2. The Covina Redevelopment Agency hereby determines that the emergency action to repair the roof at the Subject Site needs to continue in order to respond to the emergency pursuant to California Public Contract Code Section 22050.

SECTION 3. Such action shall be reviewed by the Agency Board at subsequent regular Agency Board meetings to determine whether there is a need to further continue the action.

PASSED, APPROVED AND ADOPTED this 6<sup>th</sup> day of March, 2011.

---

John King, Chairman

ATTEST:

---

Catherine LaCroix, Agency Secretary

APPROVED AS TO FORM:

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Agency Counsel

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** CPH1

**STAFF SOURCE:** Robert Neuber, Director of Community Development  
Alan Carter, Associate Planner

**ITEM TITLE:** Consider application Conditional Use Permit 10-008 and Negative Declaration related to the wireless communication facility located at 1288 N. Bonnie Cove Avenue and determine if the required findings can be justified.

---

**STAFF RECOMMENDATION**

- A. Open the Public Hearing and consider public testimony.
- B. Consider application CUP 10-008, a Conditional Use Permit for the construction and operation of a 37 foot high, roof mounted and screened wireless communication facility and associated equipment; and
- C. Close the Public Hearing, determine if the required findings can be made. If the Council wishes to approve the application and related environmental document, it can do so this evening. If the Council wishes to deny the application, the Council should continue this matter to allow staff the time to prepare the appropriate resolution for denial.

**FISCAL IMPACT**

None.

**BACKGROUND**

At the October 26, 2010 Planning Commission Meeting, the Planning Commission considered the required findings and approved an application for a wireless communication facility to be located at 1288 N. Bonnie Cove Avenue. The applicant of the wireless facility is T-Mobile West Corporation. City Council member Walt Allen III requested that the decision be reviewed and asked the Council to consider hearing the matter. The Council considered and approved hearing the matter at their November 17 meeting. The matter was heard at their December 7, 2010 meeting and has twice been continued since then by the Council to allow T-Mobile time to hold a public meeting, answer Council's questions, and bring back any changes for the Council's consideration.

T-Mobile held an open house on March 21, 2011, in the Church at 1288 North Bonnie Cove and had their new plans available to share with those that attended. About 30 people from the neighborhood attended the open house. The neighbors and T-Mobile discussed the new plans, the aesthetics and need for the facility. T-Mobile brought an expert on the technology to address concerns raised by residents on those matters. Neighbors continued to raise concerns about the proximity of the antenna's to their residences, the aesthetics and need for the facility.

The original application for a 50' monopine-type wireless facility and associated equipment to be located on a church property in a multi-family residential zone at the southeast corner of Bonnie Cove Avenue and Cienega Avenue required a Conditional Use Permit (CUP) 10-008 for operation of the wireless facility and a related Variance 10-002 due to the height and setback of the monopine.

The new plans consist of a 6' wide by 6' long by 11' high screened area on top of the existing church building. The T-Mobile antennas would be completely screened from view behind the screening wall. No equipment would be visible. The screening wall would be textured and painted to match the building and designed to look similar to adjacent residential chimneys. At its highest point the screen wall is 37'. At its highest point the building is 30'. Any approved structure would still require building review and approval for any building safety issues. The associated equipment is now located inside the church.

A CUP is required for wireless communication facilities in this planning zone and for building height above 35 feet. 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 October 26, 2010 Planning Commission meeting and the Planning Commission approved the CUP. The Facts provided can be found on page 4 to page 8 of Exhibit A. Planning staff believes that the facts for the CUP could still be considered in approving the new design and building height featuring the screened antennas on the roof of the church and the building interior-located equipment because both components of the request would be now fully screened from all surrounding views.

The original Variance application pertained to the height and setback of the monopine and equipment. The facility is now roof mounted and screened and the associated equipment is now inside the church itself, which means that a Variance is no longer needed.

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. The Conditions have been updated to reflect the new design featuring the antennas screened from view on the roof of the commercial office building.



**CITY OF COVINA**

**STAFF REPORT**

**OCTOBER 26, 2010**

**ITEM NUMBER 2**

**TO: PLANNING COMMISSION**

**FROM: ROBERT NEIUBER, DIRECTOR OF COMMUNITY DEVELOPMENT**

**COORDINATOR: ALAN CARTER, ASSOCIATE PLANNER**

**SUBJECT: APPLICATIONS CUP 10-008 AND VAR 10-002**

**APPLICANT:**

T-Mobile West Corporation

**REQUESTS:**

- a. Application CUP 10-008, 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 10-002, a Variance for a) the height of the communication facility; and b) the setbacks of the communication facility from Bonnie Cove Avenue and from Cienega Street.

**LOCATION:**

1288 North Bonnie Cove Avenue

**SURROUNDING LAND USES AND ZONING:**

	<b>EXISTING LAND USE</b>	<b>ZONING</b>
Site	Church	RD-3400 (PCD) (Residential-Multiple Family with a Planned Community Development overlay)
North	Residential-detached houses (in unincorporated territory)	Los Angeles County
South	Residential-detached houses	Los Angeles County

	(in unincorporated territory)	
East	Residential-detached houses (developed under condominium standards)	RD-3400 (PCD) (Residential-Multiple Family with a Planned Community Development overlay)
West	Elementary school	R-1-7500 (Residential-Single Family)

**GENERAL PLAN DESIGNATION:**

Medium Density Residential

**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, and the 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.

**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	34,236 square feet (0.8 acres)
Total Building Area on Property	9,694 square feet (1 structure)
General Location of Proposed Communication Facility and Equipment Area	Communication facility would be located in western-central portion of property (generally just west of prolongation of western side building), its pole-type feature being 20 feet from the western property

	line (at Bonnie Cove Avenue) and its antennas and branch-like features being located closer to the property line, as depicted on project plans; equipment would be sited near eastern end of site in area currently occupied by a trash bin enclosure, as further depicted on project plans
Vehicular and Pedestrian Access to Site and Total On-site Parking	Pedestrian access is from both Bonnie Cove Avenue (at western southern side of property) and from Cienega Street (at northern side of site), though vehicular access is from Bonnie Cove only; currently site has 35 parking spaces (excluding southern-most section with 22 parking spaces, of which westerly houses have easement for guest parking), and, under project, site would have 34 parking stalls, though 32 spaces were required under existing CUP for church.
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 parabolic antennas; and b) monopine-type communication facility that would deviate from certain Covina Municipal Code (CMC) requirements (outlined below).
Basis for Variance Application	For deviating from a) required 300-foot setback requirements from Bonnie Cove Avenue (would be 20 feet, as measured from base of structure or monopine) and from Cienega Street (would be 107 feet, as measured from base of structure) and b) 35-foot height limit of underlying zoning district (would be 50 feet, including upper portion of artificial branches and foliage).

**BACKGROUND:**

The applicant, T-Mobile West Corporation, requests Conditional Use Permit and Variance application approvals to construct and operate an unmanned wireless communication facility on a church property. The wireless communication facility would consist of 12 panel antennas and one parabolic antenna mounted at upper levels on a 50-foot high monopine-type structure (i.e., a structure resembling a pine tree). The communication facility would be located in a street-side

planter on the western portion of the property or adjacent to Bonnie Cove Avenue, roughly between the southwestern point of the church building and the southerly parking lot. All antennas on the monopine would be screened from surrounding views by the artificial foliage of the structure and by the partial painting of the antennas to match the apparatus. The supporting equipment for the wireless communication facility would be housed in multiple cabinets and appurtenances in a concrete block-composed enclosure that would be installed at the opposite or eastern end of the property or parking lot, in an area currently occupied by a trash bin enclosure. The overall project proposal calls for the trash bin enclosure to be reconstructed immediately to the north of the equipment enclosure and for one parking space adjacent to the new trash bin enclosure to be removed to accommodate this construction.

For clarification on the planning-related details of, the key code requirements concerning, 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 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.

**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 slightly more than three-quarters of an acre in size, rectangular in shape, flat, and improved in a manner that could accommodate the proposed wireless communication facility and associated equipment. The property is further shaped and improved comparably to other institutional, commercial, industrial properties in the City where the City has approved monopoles 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 have been located in the most suitable portions of the property. Also, despite the removal of one parking space to accommodate the equipment enclosure, the minimum parking requirement of the appurtenant church would still be met. 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 Bonnie Cove Avenue (the westerly street on which the existing improvements and on which the wireless communication facility would side) and from Cienega Street on the northern side, which are both fully improved, Collector-designated 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 abutting properties, which are easterly and southerly houses (the southerly housing being in unincorporated territory). 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 the relation of either element of the project proposal to the surrounding properties.

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 80 feet away from the closest/easterly houses and, as noted herein, would be designed to resemble a live tree. In addition, the facility-related equipment would be contained within a decorative concrete block-composed, 6-foot high enclosure that would match existing improvements on the property and that would be sited roughly 3 feet away from the existing block wall that separates the church site from the easterly residences (with the equipment itself being about 6 feet from the property line-oriented wall). 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 both be located within a required 300-foot setback from both Bonnie Cove Avenue and from Cienega Street and that would exceed the 35-foot height limit of the underlying zoning district. 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 sections of the site. In addition, the City encourages the placement of new communication facilities on commercial and on institutional properties. But the communication system would be located within the required 300-foot setback areas and would exceed the (building-focused) 35-foot height limit. These particular issues have not arisen in the consideration of virtually all of the other wireless communication-related applications. 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 an institutional property, by being sufficiently buffered from the closest residential properties, by being considerably away from similar wireless communication facilities, 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 height limit 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 at least some setback relief from the adjacent property lines 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. 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 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, meets these goals, the staff believes that this finding can be made as well.

**STAFF RECOMMENDATION:**

The Planning staff recommends that the Planning Commission approve Applications CUP 10-008 and VAR 10-002 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. 10-008  
AS RECOMMENDED FOR CONSIDERATION TO THE CITY COUNCIL  
APRIL 5, 2011**

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The Conditional Use Permit shall authorize a) the construction and operation of an unmanned wireless communication facility (3 panel antennas, with each antenna measuring approximately 1 foot by 5 feet in size; screened from view on the roof of the church building, maximum height of both the wireless communication facility and the adjacent roof-related screening feature shall be 11 feet above the height of the existing lower roof, or 37 feet high maximum); b) an increase of the overall building height by two feet above the 35 foot maximum for the multi-family zone.

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**1.0 TIME LIMIT:**

- 1.1 The approval of the application shall be subject to revocation one year from the date of approval if the approved uses have 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 City Council (notably concerning the appearance of the screening that must be textured and painted to match the roof and adjacent chimneys), 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 certain minor clarifications 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 2.23 below). All construction/final plans and documents shall conform to the (revised) plans approved by the City Council. The construction/final plans shall further reflect in the appropriate areas the following minor clarifications to ensure that the wireless communication facility will conform to all applicable provisions of the CMC and the CDG: a) a note indicating that (in addition to being painted to match the appurtenant features) the antennas, must be completely screened by the approved screening material; b) the new exterior building materials around the portion of the screening feature where the wireless communication facility will be located shall match the appearance of the existing building materials in terms of design, texture, and color; *and c)* if needed, any cable chase must be installed, textured, and painted to match the existing building as detailed on the plans. 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 church building as depicted and described in the (revised) approved project plans.
- 2.6 Should the new building materials around the portion of the screening feature where the wireless communication facility will be located break or deteriorate in a manner resulting in the public exposure of any spaces or components within the building feature thereat, including, but not limited to, the antennas and/or appurtenances that have been approved under this application, the malfunctioning building materials shall be replaced immediately. The screening feature and cable chase if needed must stay in a good state of repair and must be maintained, painted, retextured, or repaired so that it remains intact and matches the roof or side of the building as appropriate. The structure of the screening feature must be maintained to meet Building Safety requirements.
- 2.7 All related utility lines concerning the wireless communication facility shall be placed underground.
- 2.8 No parking stalls or vehicle access areas shall be removed under this application.
- 2.9 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.

- 2.10** 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 roof mounted and screened wireless facility and property owners and b) shall inform the owners of all abutting properties.
- 2.11** Under this approval, the initial zoning-related application pertaining to the project proposal that was reviewed by the Planning staff, application SPR 09-049, shall also be deemed to be granted by the City.
- 2.12** All current zoning entitlements pertaining to the appurtenant Church property (notably applications CUP 01-004 and PCD 00-001, and Tract Map 53139) shall remain in effect, except where certain provisions of the entitlements have been expressly superseded by this Conditional Use Permit application.
- 2.13** 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.
- 2.14** 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.
- 2.15** 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.
- 2.16** 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.

- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 The establishment of a separate address for the wireless communication facility shall first be coordinated with the Engineering Division if needed.
- 2.21 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).
- 2.22 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).
- 2.23 The following items are required in order to comply with the Building Division code requirements as they pertain to this proposal:
  - 2.23.1 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.

- 2.23.2** 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.
- 2.23.3** 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.
- 2.23.4** 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.**
- 2.23.5** 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

- 2.23.6** 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.

2.23.7 The Building Division Plan Check process may address additional concerns.

2.24 The following items are required in order to comply with Environmental Services Division code requirements as they pertain to this proposal:

2.24.1 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.

2.24.2 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 Referring to Chapter 17.59 of the Covina Municipal Code (Maintenance of Real Property), the property owner shall address the following maintenance issue/problems on the site:

3.1.1 The damaged faces of the property address on rearward portion of the western side of the Church building shall be repaired, conforming to its originally approved condition.

3.2 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.

3.3 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.

3.4 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.

3.5 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 existing walkway along the eastern portion of the property (notably between the new equipment and trash bin enclosures and the easterly block wall) shall remain completely clear and unobstructed at all times.
- 4.7** 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 Colina - Planning Division  
123 E. College St.  
Colina, CA 94723
- 3. Contact person and phone number: Alan Carter (626) 384-5454
- 4. Project location: 1288 N. Bonnie Cove Ave, Colina, CA
- 5. Project sponsor's name and address: Mobile West Corporation  
3257 E. Quasti Rd., #200  
Ontario, CA 91761
- 6. General plan designation: Commercial 7. Zoning: RD-3400 (PCD)
- 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.)  
A. Construction and operation of monopole-type wireless communication facilities and equipment and  
B. Reduction in street, side yard and front yard setbacks for facility, and height of facility.
- 9. Surrounding land uses and setting: Briefly describe the project's surroundings:  
A. To North - residential - detached houses  
B. To South - " " " "  
C. To East - " " " "  
D. To West - elementary school
- 10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)  
Federal Communications Commission (FCC)

(CE: CUP)  
(CE: VAR)

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  
Signature

10-4-10  
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.

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- 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 Mltigation Incorporated	Less Than Significant Impact	No Impact
<b><u>I. AESTHETICS.</u></b> Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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:

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	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>III. AIR QUALITY.</b> 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>IV. BIOLOGICAL RESOURCES:</b>				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>V. CULTURAL RESOURCES.</b> Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>VI. GEOLOGY AND SOILS.</b> Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NO-7

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>VII. GREENHOUSE GAS EMISSIONS.</u></b>				
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>VIII. HAZARDS AND HAZARDOUS MATERIALS.</u></b> Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>IX. HYDROLOGY AND WATER QUALITY.</u></b>				
Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>X. LAND USE AND PLANNING.</b> Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NO-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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XIII. POPULATION AND HOUSING.</b> 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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XIV. PUBLIC SERVICES.</b>				
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:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XV. RECREATION.</b>				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NO-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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>XVI. TRANSPORTATION/TRAFFIC.</u> Would the project:</b>				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
<b>Potentially Significant Impact</b>			

**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?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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 or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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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**INITIAL STUDY AND NEGATIVE DECLARATION – APPLICATIONS CUP 10-008  
AND VAR 10-002 (1288 N. BONNIE COVE AVE.)**

**SECTION XIX. DISCUSSION OF ENVIRONMENTAL IMPACTS**

**1. AESTHETICS.**

(a-d) *No Impact.* The site is presently used as a church. 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 church.

**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 church. 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 church. 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.

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**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 8 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 institutional and residential developments.

ND 17

**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 church 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 and compact parking only and, therefore, would not be replacing existing housing and people

NO 18

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 church.

**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.

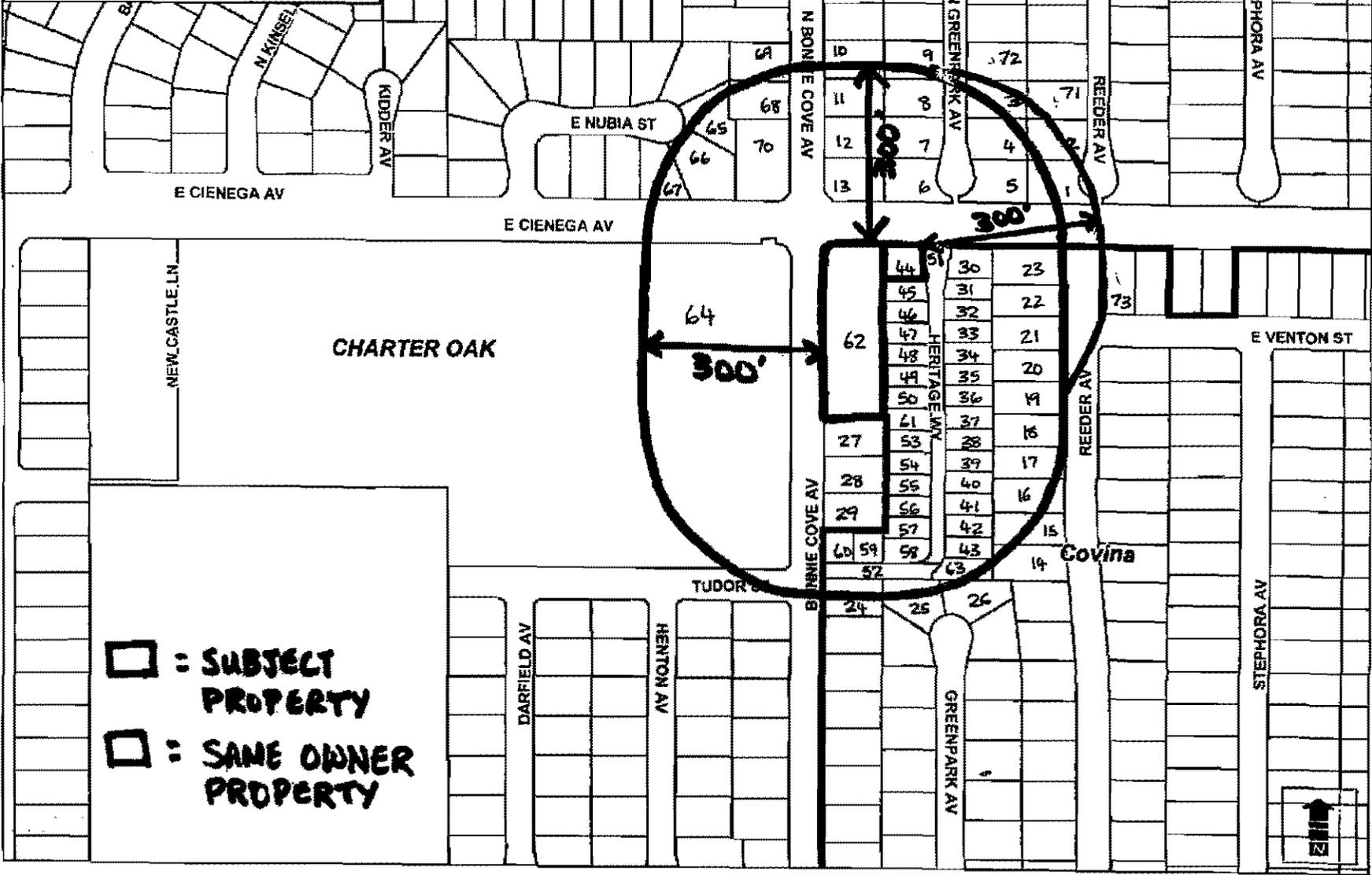
**18. MANDATORY FINDINGS OF SIGNIFICANCE.**

(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



5021A (Covina Baptist)  
 1288 N. Bonnie Cove Avenue  
 Covina, CA 91724  
 APN 8401-036-038  
 300' Radius Map



AA

EXHIBIT A

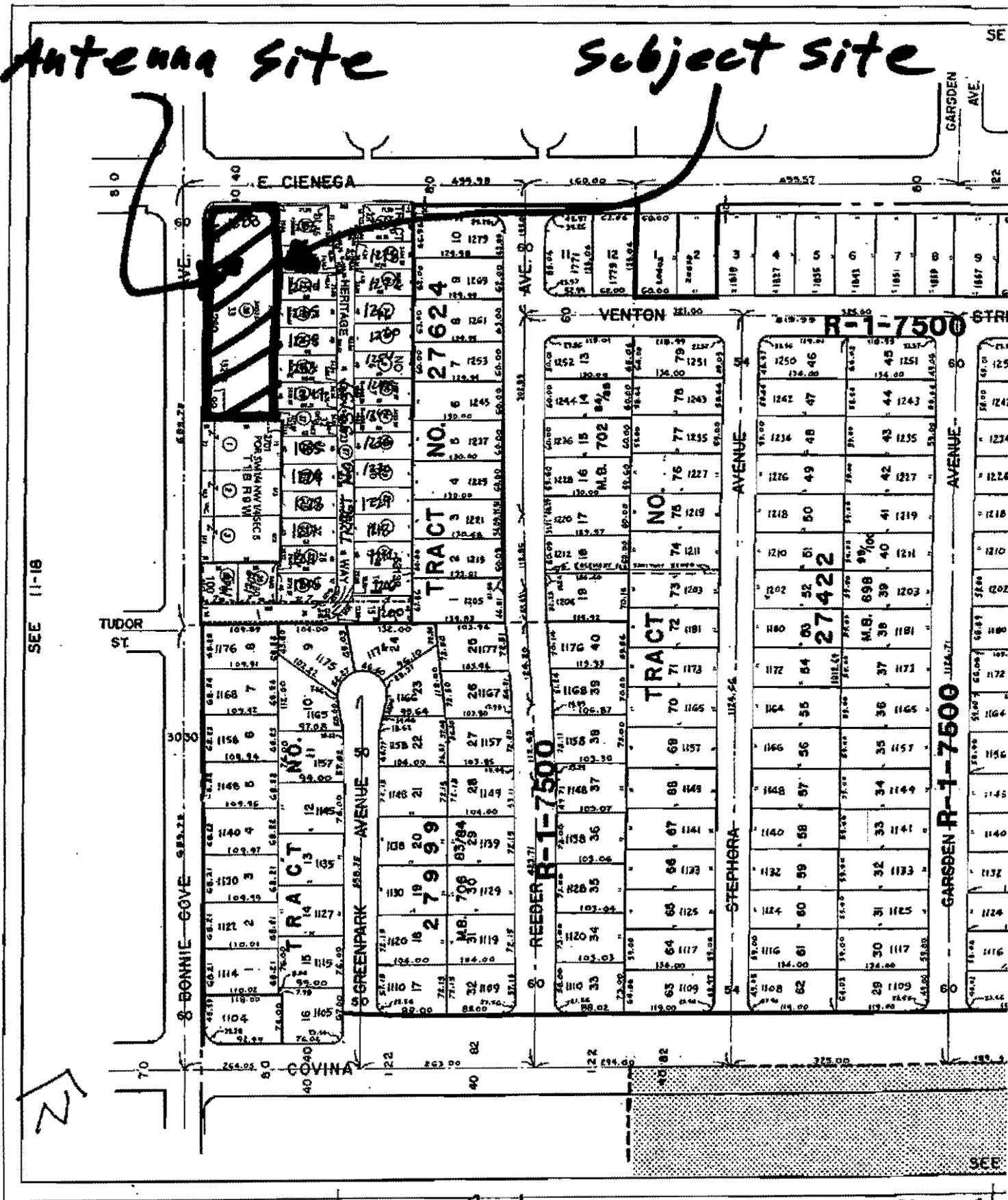
300-FOOT RADIUS MAP

# AREA MAP

1288 North Bonade Cove Ave  
CU 10-008/VAR10-002

Antenna Site

Subject Site



SEE 11-18

27

B-1

EXHIBIT B

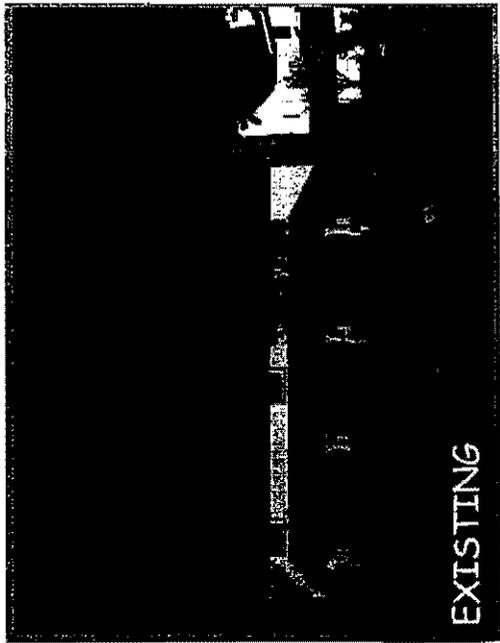
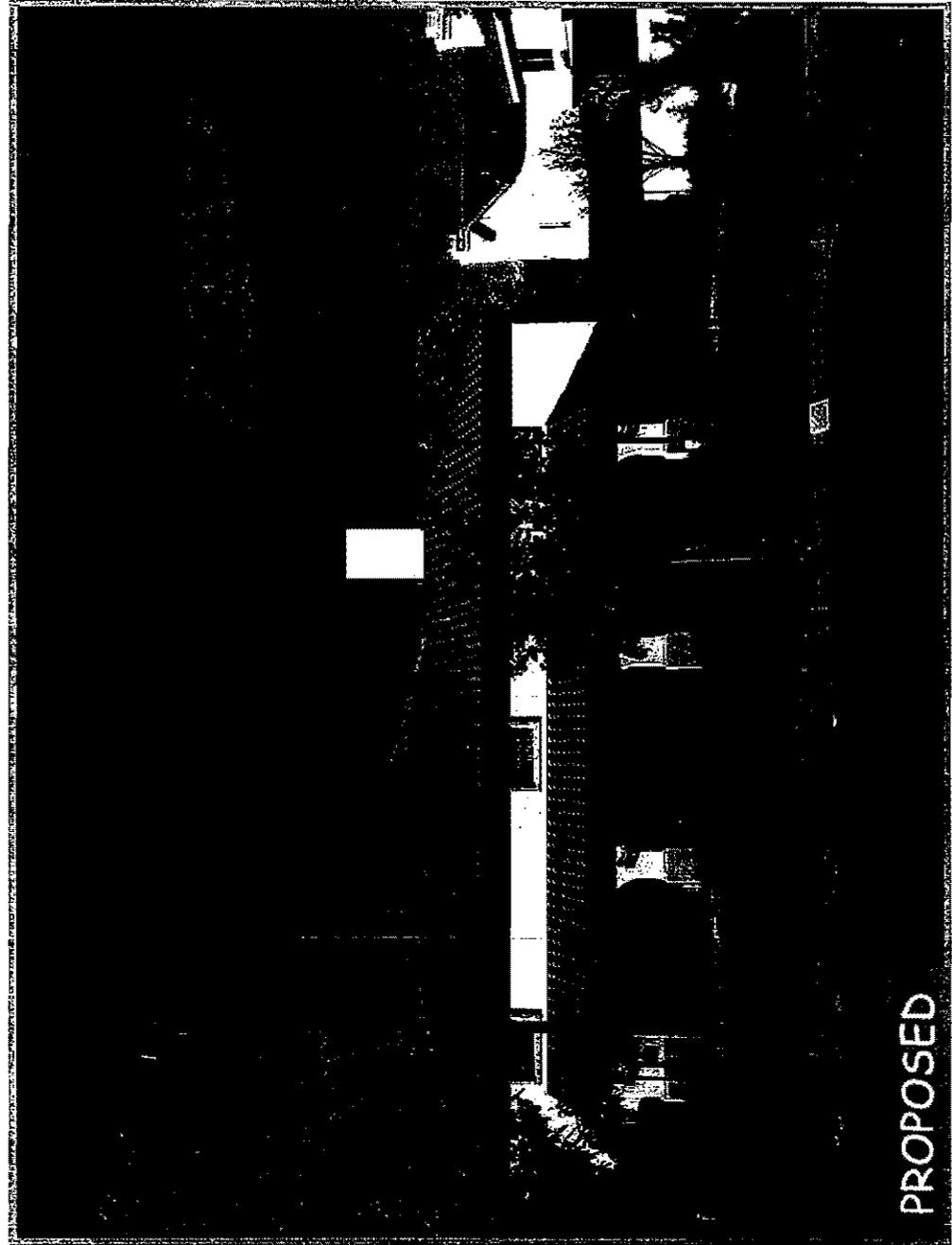
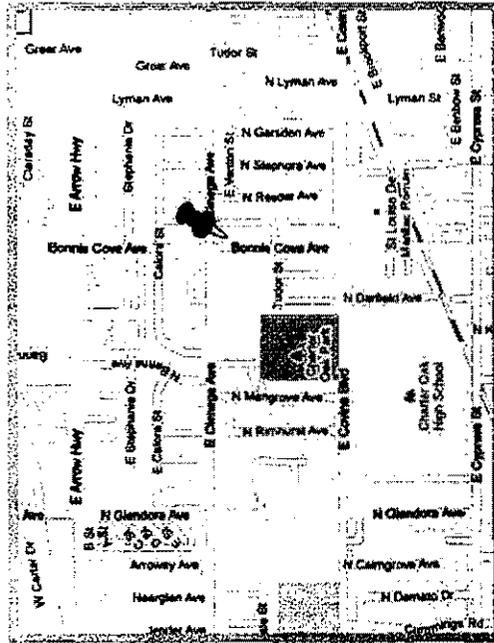




# T-Mobile

IE25021A COVINA BAPTIST  
1288 North Bonnie Cove Ave.  
Covina, CA 91724

SOUTH ELEVATION





# T-Mobile

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1357 EAST QUINCY ROAD SUITE 200  
DOWNEY, CALIFORNIA 91748

**PROJECT INFORMATION:**  
COVINA BAPTIST  
IE25021A  
1238 N. BONNIE COVE AVENUE  
COVINA, CALIFORNIA 91724  
LOS ANGELES COUNTY

**CURRENT ISSUE DATE:**  
03-14-11

**ISSUED FOR:**  
ZONING

REV.	DATE	DESCRIPTION	BY:
△	03-14-11	RE-DESIGN	JHC
△	05-10-10	REVISED ZONING (POLE LOCATION)	JHC
△	03-17-10	REVISED ZONING	ON
△	03-05-10	REVISED ZONING	ON
△	09-21-09	REVISED ZONING	JHC
△	09-11-09	100% ZONING FOR REVIEW	ON
△	08-31-09	90% ZONING FOR REVIEW	ON

**PLANS PREPARED BY:**  
**MSA**  
Architecture & Planning  
1600 W. Century Avenue  
Brea, CA, California 92708  
CALIFORNIA License # 442831100  
Brea, CA • San Diego • San Francisco  
www.msa-arch.com

**CONSULTANT:**  
**ASPEN ASSOCIATES TELECOM**  
1223 Federal Avenue #212  
Los Angeles, CA 90025

**DRAWN BY:** JHC **CHECKED BY:** JHC **APPROVED BY:** JHC

**LICENSE:**

**SHEET TITLE:**  
TITLE SHEET

**SHEET NUMBER:** T1 **REVISION:** 7  
E25021A

**SITE NUMBER:** IE25021A **CITY:** COVINA  
**SITE NAME:** COVINA BAPTIST **COUNTY:** LOS ANGELES  
**SITE TYPE:** ROOFTOP / INDOOR EQUIPMENT **JURISDICTION:** CITY OF COVINA

**PROJECT SUMMARY**

**SITE ADDRESS:**  
1238 N. BONNIE COVE AVENUE  
COVINA, CALIFORNIA 91724

**PROPERTY OWNER CONTACT:**  
COVINA BAPTIST TOWER  
1238 N. BONNIE COVE AVENUE  
COVINA, CALIFORNIA 91724  
CONTACT: STEVE LARIVIERE  
PHONE: (909) 254-1022

APN: B401-035-038 ZONING: RB PCD

**APPLICANT:**  
T-MOBILE USA  
3507 E. QUINCY ROAD SUITE 200  
DOWNEY, CA 91748

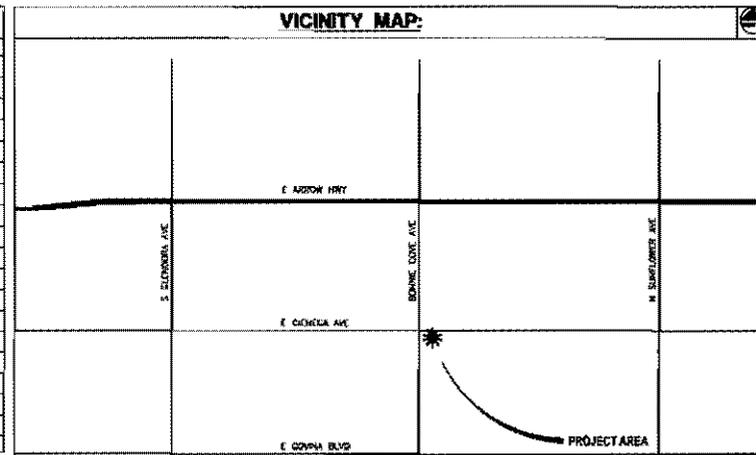
**ZONING MANAGER:** LINDA PAUL (909) 252-5005  
**CONSTRUCTION MANAGER:** KEVIN GAGLE (951) 458-2128  
**DEVELOPMENT MANAGER:** MIKE WARDING (909) 975-3888  
**CONSTRUCTION INSPECTOR:** GREG DIXON (909) 743-1332  
**RF ENGINEER:** FRED SCHUCH (109) 434-1100

**PROJECT DESCRIPTION:**  
THE SUBJECT CONSISTS OF THE INSTALLATION & OPERATION OF ANTENNAS & ASSOCIATED EQUIPMENT CABINETS FOR T-MOBILE. PROPOSED INSTALLATION OF THREE (3) PANEL ANTENNAS, PROPOSED INSTALLATION OF FOUR (4) RADIO EQUIPMENT WITH CABINETS INSIDE AN EXISTING ROOM.

**BUILDING SUMMARY:**  
OCCUPANCY CLASSIFICATION: UNCLASSIFIED TELECOMMUNICATION FACILITY  
CLASSIFICATION: Y-1B  
BUILDING TYPE: S-3  
EQUIPMENT LEASE AREA = 141 SQ. FT.  
CONCRETE LEASE AREA = 38 SQ. FT.  
TOTAL LEASE AREA = 179 SQ. FT.

**SHEET INDEX**

SHEET	DESCRIPTION
T1	PLAN SHEET
LS1	RF SITE SURVEY GENERAL INFORMATION
LS2	RF SITE SURVEY GENERAL INFORMATION
LS3	RF SITE SURVEY GENERAL INFORMATION
A1	RF SITE PLAN
A2	EQUIPMENT & ANTENNA LAYOUT PLAN
A3	ELEVATIONS
A4	ELEVATIONS



**CONSULTING TEAM**

**REGULATORY/PERMITTING:**  
ASPEN ASSOCIATES TELECOM  
1223 FEDERAL AVENUE #212  
LOS ANGELES, CA 90025  
CONTACT: MIKE S. PATE  
PHONE: (310) 891-5320  
FAX: (818) 425-8922

**ARCHITECTURAL / ENGINEERING:**  
MSA ARCHITECTURE & PLANNING  
1800 E. DEERE AVE.  
SANTA ANA, CA 92705  
CONTACT: LUIS CAMERONA  
PHONE: (949) 251-1177  
FAX: (949) 251-1120  
MOBILE: (949) 434-9710

**SURVEYOR:**  
FLUDD SURVEYING, INC.  
2553 MAGON WILDED ROAD  
MERCED, CA 95360  
PHONE: (551) 739-7648

**APPROVALS:**  
THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

LANDLORD	PRINT NAME	SIGNATURE	DATE
PRECON. MGR			
DEVELOP. MGR			
CONST. MGR			
PROJECT MGR			
SR. RF ENGINEER			
RF ENGINEER			
OPERATIONS			
SAC REP.			
UTILITIES			

**ANTENNA & CABLE SCHEDULE**

ANTENNA SECTION	APARTS	ANTENNA MAKE/MODEL	CABLE SIZE	CABLE LENGTH	CABLE TYPE	# OF ANTENNAS	ANTENNA SWD CENTER
SECTION A	360'	TUBEX 6518-R2W	7/8"	70'	ANAS-20	1	34'-0"
SECTION B	180'	TUBEX 6518-R2W	7/8"	70'	ANAS-20	1	34'-0"
SECTION C	180'	TUBEX 6518-R2W	7/8"	70'	ANAS-20	1	34'-0"

\* LEAD CABLE LENGTH IS APPROXIMATE

**DIRECTIONS FROM T-MOBILE OFFICE:**  
LEAVE DOWNTOWN LOS ANGELES ON I-10, TURN RIGHT ON I-10/210/SANTA ANA, TAKE SOUTH RAMP ONTO SR-52, AT EXIT 218, TURN RIGHT ONTO 52ND, BEAR LEFT ONTO LOCAL ROAD, TURN LEFT ONTO W ADDISON HWY, TURN LEFT ONTO N BONNIE COVE AVE, ARRIVE AT 1238 N BONNIE COVE AVE.

**LATITUDE AND LONGITUDE**  
LAT: 34° 05' 59.49" N  
LONG: 117° 51' 12.70" W

**APPLICABLE CODES:**

- CALIFORNIA ADMINISTRATIVE CODE
- UNIFORM BUILDING CODES 2010
- CALIFORNIA ELECTRICAL CODES 2010
- CALIFORNIA MECHANICAL CODES 2010
- CALIFORNIA PLUMBING CODES 2010
- MSA / EA-232 EBF
- LOCAL BUILDING CODES
- CITY / COUNTY ORDINANCES
- CALIFORNIA FIRE CODE 2010 EDITION

**POWER AND TELCO UTILITY CONTACTS:**

**POWER:** COMPANY: TSC

**TELCO:** COMPANY: TSC

Apr. 18, 2011 - 8:47am, Location: E:\T-Mobile\ACTIVE\ASPEN ASSOCIATES\IE25021A - COVINA BAPTIST\T-EXHIBIT E - T1.DWG

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300 S. GARDEN, SUITE 100  
LOS ANGELES, CALIFORNIA 90012

PROJECT INFORMATION:  
**COVINA BAPTIST**  
1223 FEDERAL AVENUE  
LOS ANGELES, CA 90012

CURRENT ISSUE DATE:  
**03-14-11**

ISSUED FOR:  
**ZONING**

NO.	DATE	DESCRIPTION	BY
02-14-11	RE-DESIGN	LJC	
05-10-10	REVISED ZONING (POLE LOCATION)	LJC	
07-17-10	REVISED ZONING	LJC	
08-05-10	REVISED ZONING	LJC	
08-21-09	REVISED ZONING	LJC	
09-11-09	100% ZONING FOR REVIEW	LJC	
09-31-08	90% ZONING FOR REVIEW	LJC	

PLANS PREPARED BY:  
**IMSA**  
ARCHITECTURE & PLANNING  
100 S. GARDEN AVENUE  
LOS ANGELES, CA 90012  
TEL: 213.223.1977  
WWW.IMSA-ARCHITECTS.COM

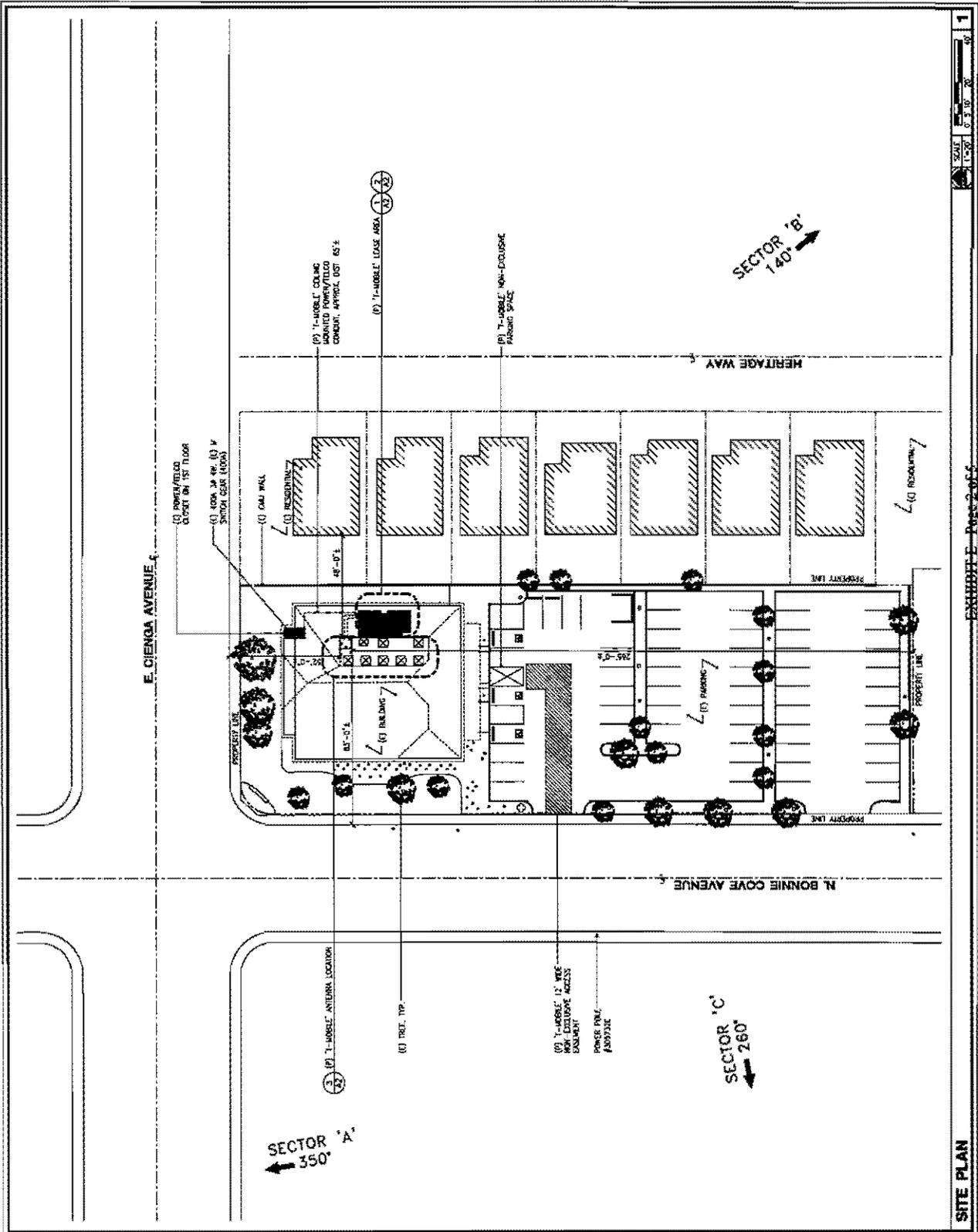
CONSULTANT:  
**ASPERN ASSOCIATES**  
TELECOM  
1223 FEDERAL AVENUE #212  
LOS ANGELES, CA 90012

DESIGNED BY: LJC  
CHECKED BY: LJC  
DATE: 03-14-11

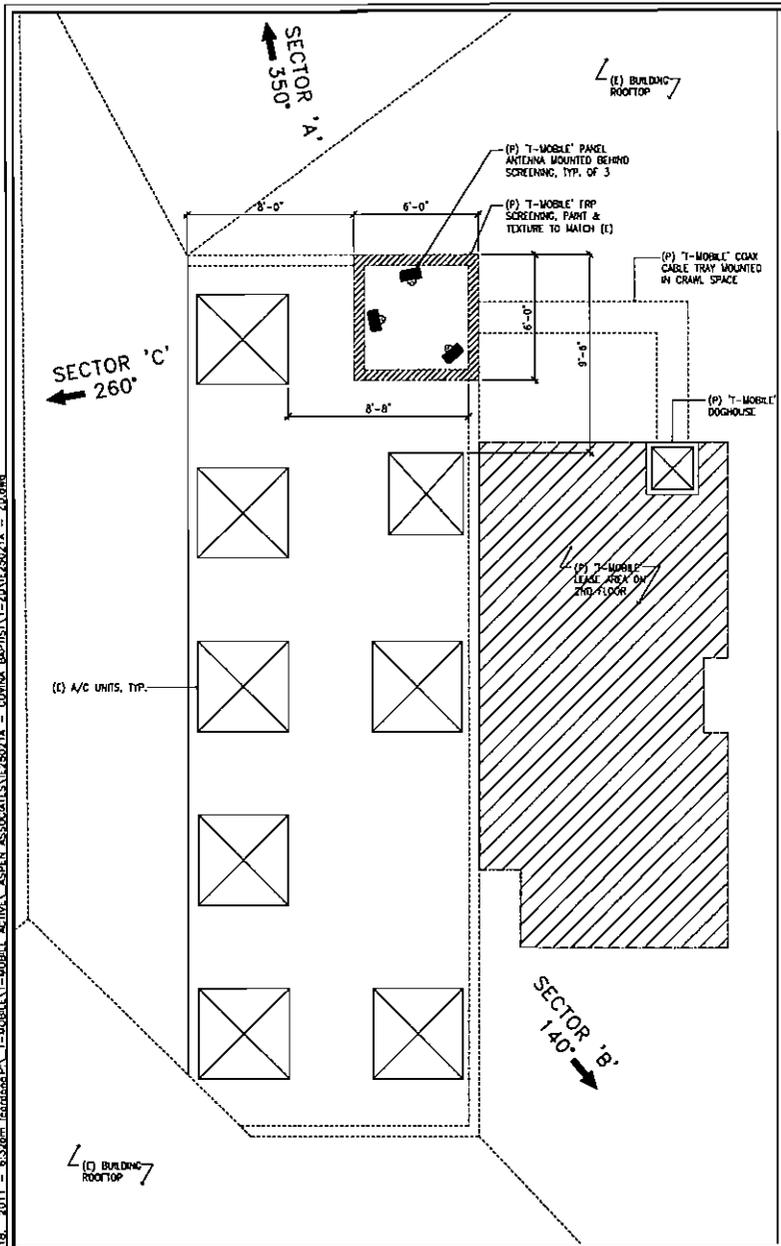
REVISIONS:  
NO. DESCRIPTION

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**A1 7**

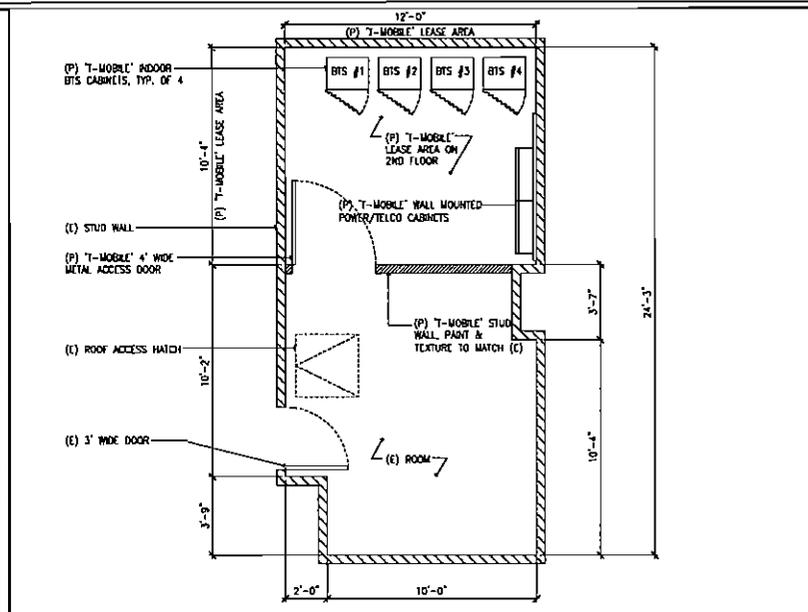


Nov. 18, 2011 - 6:30am - Location P:\T-MOBILE\T-MOBILE\_ACTIVE\ASPEN\_ASSOCIATES\IE25021A - COVINA BAPTIST.LI-ZONE3021A - 2D.dwg



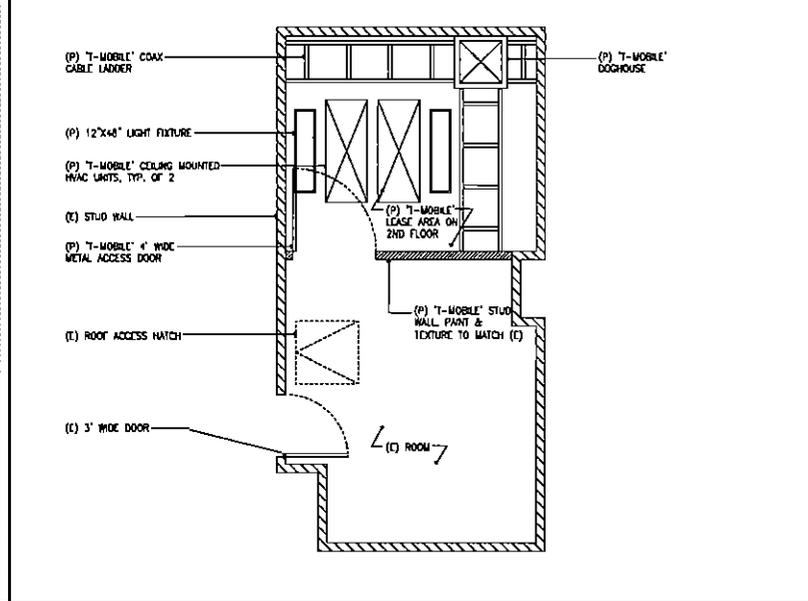
**ANTENNA LAYOUT PLAN**

SCALE 1/8"=1'-0"  
 0' 6" 1' 2' 4'



**GROUND EQUIPMENT LAYOUT PLAN**

SCALE 3/8"=1'-0"  
 0' 6" 1' 2' 4'



**CEILING EQUIPMENT LAYOUT PLAN**

SCALE 3/8"=1'-0"  
 0' 6" 1' 2' 4'

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3357 EAST GASTI ROAD SUITE 200  
CHICAGO, CALIFORNIA 91781

PROJECT INFORMATION:

**COVINA BAPTIST**  
IE25021A

1288 N. BONNIE COVE AVENUE  
COVINA, CALIFORNIA 91724  
LOS ANGELES COUNTY

CURRENT ISSUE DATE:

03-14-11

ISSUED FOR:

ZONING

REV.	DATE	DESCRIPTION	BY
△	03-14-11	RE-DESIGN	LHC
△	05-10-10	REVISED ZDs (POLE LOCATION)	LHC
△	03-17-10	REVISED ZDs	LON
△	03-05-10	REVISED ZDs	LON
△	09-21-09	REVISED ZDs	LHC
△	09-11-09	100% ZDs FOR REVIEW	LON
△	08-31-09	BOX ZDs FOR REVIEW	LON

PLANS PREPARED BY:

**JMSA**  
Architecture & Planning  
1802 E. Denver Avenue  
Brea, CA, California 92788  
949.291.1777 fax 949.291.1100  
Brea, CA • San Diego • San Francisco  
www.jmsa.com

CONSULTANT:

**ASPEN ASSOCIATES TELECOM**  
1223 Federal Avenue #212  
Los Angeles, CA 90025

DRAWN BY: \_\_\_\_\_ CHK. BY: \_\_\_\_\_ APV. BY: \_\_\_\_\_  
LON LHC MJS

LICENSURE:

SHEET TITLE:

EQUIPMENT AND ANTENNA LAYOUT PLANS

SHEET NUMBER: \_\_\_\_\_ REVISION: \_\_\_\_\_

A2	7
IE25021A	

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3257 EAST CLAYTON ROAD SUITE 200  
ONTARIO, CALIFORNIA 91761

PROJECT INFORMATION:

**COVINA BAPTIST**  
IE25021A

1288 N. BONNE COVE AVENUE  
COVINA, CALIFORNIA 91729  
LOS ANGELES COUNTY

CURRENT ISSUE DATE:

03-14-11

ISSUED FOR:

**ZONING**

REV.	DATE	DESCRIPTION	BY:
△	03-14-11	RE-DESIGN	LHC
△	05-10-10	REVISED ZONING (HOLE LOCATION)	LHC
△	03-17-10	REVISED ZONING	LON
△	03-05-10	REVISED ZONING	LON
△	09-21-09	REVISED ZONING	LHC
△	09-11-09	100% ZONING FOR REVIEW	LON
△	08-31-09	90% ZONING FOR REVIEW	LON

PLANS PREPARED BY:

**MSA**  
Architecture & Planning  
1800 E. Ocean Avenue  
Orange, CA, 92668-3400  
648.281.7177 Fax 648.281.7000  
Buckeye • San Diego • San Francisco  
www.msa-arch.com

CONSULTANT:

**ASPEN ASSOCIATES TELECOM**  
1223 Federal Avenue #212  
Los Angeles, CA 90025

DRAWN BY:	CHK:	APPV:
LON	LHC	MJS

LICENSURE:

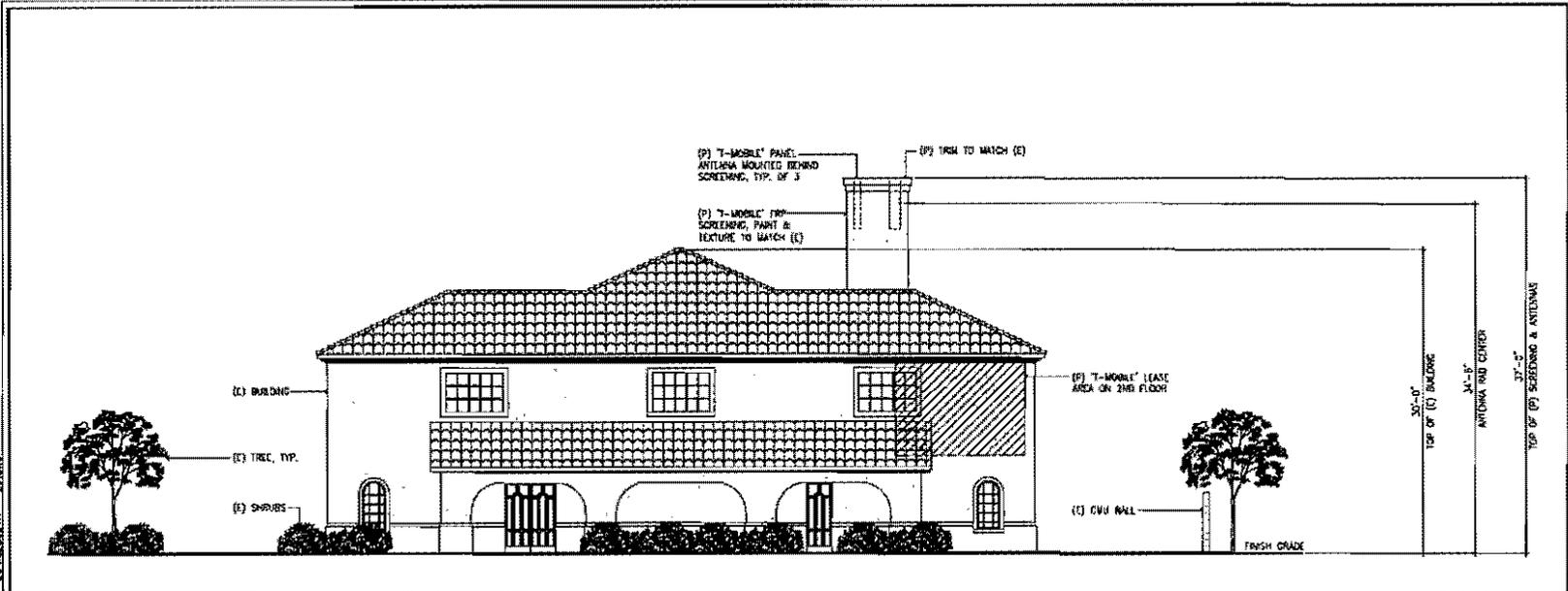


SHEET TITLE:

ELEVATIONS

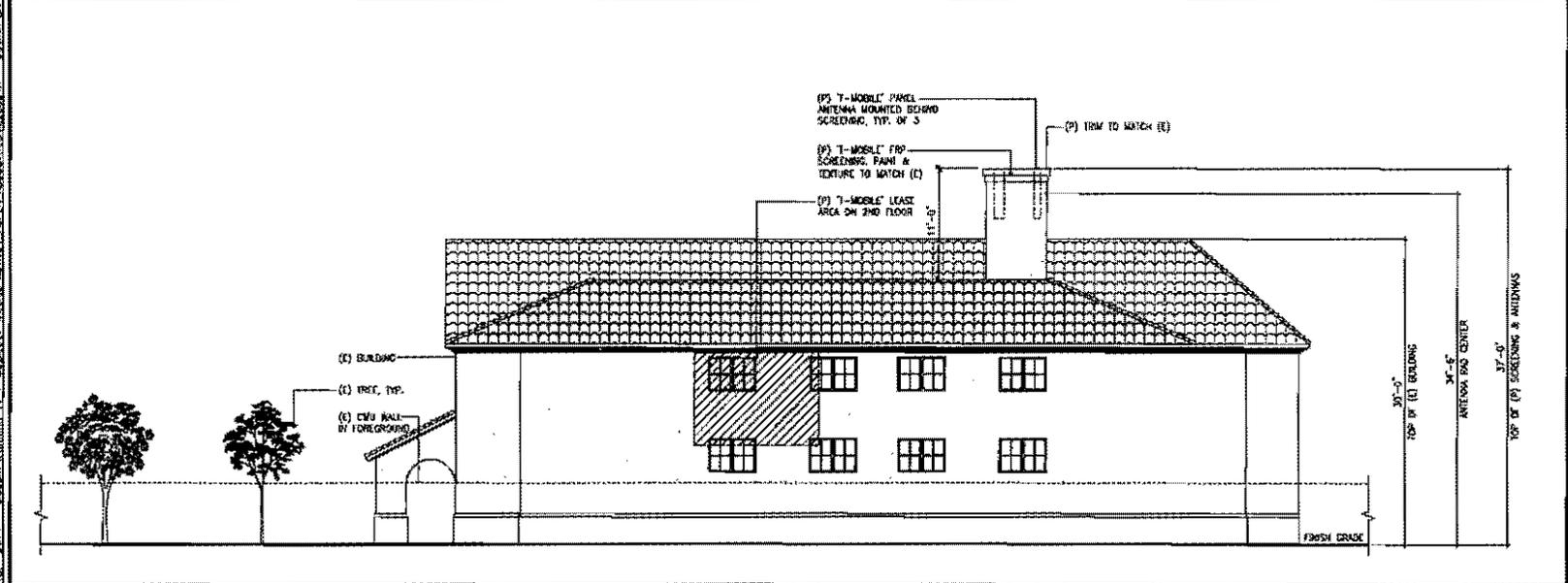
SHEET NUMBER - REVISION

**A3** **7**  
#25021A



**SOUTH ELEVATION**

SCALE 3/16"=1' 0 1' 3' 1



**EAST ELEVATION**

SCALE 3/16"=1' 0 1' 3' 2

Mr. LB 2011 - 8316m.konstantinova\_1 - MARCH 11 - 10:56 AM - ACTUAL - ASPEN ASSOCIATES IE25021A - COVINA BAPTIST IE25021A - 2D.dwg



**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** PH1

**STAFF SOURCE:** Robert Neiuber, Director of Community Development, *et*  
Debbie Pacheco, Senior Management Analyst

**ITEM TITLE:** Approve creation of Prospero Park Streetscape Project for the year 2010-2011 funded with existing CDBG funds.

---

**STAFF RECOMMENDATION**

Continue this public hearing indefinitely, pending resolution of the location and ongoing maintenance.

**FISCAL IMPACT**

\$15,000 of existing CDBG funds currently budgeted in the Joslyn Senior Center Improvement project was proposed to be used to fund this project in 2100-4950-00.

**BACKGROUND**

The Prospero Park Apartment Owners Association has requested funding for 22 trash containers to be installed throughout the Prospero Park area. The City will donate 15 additional trash containers, for a total of 37. The Housing and Community Development Advisory Committee recommends donating \$15,000 of CDBG funds to this project.

Staff recommends approving using \$15,000 of CDBG funds for the Prospero Park Streetscape project. This project proposes improving the Prospero Park Area by providing affixed, exterior trash receptacles for the public.

The funds will be reallocated from the Joslyn Senior Center Improvements program.

The location of the trash containers as well as the cost of the ongoing maintenance pickup of the trash must be resolved before continuing with this project. As the last day to turn in CDBG contract amendments is fast approaching, this item will not be brought back until after June of this year.

**RELEVANCE TO THE STRATEGIC PLAN**

Not applicable.

**EXHIBITS**

None

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: 

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 5, 2011

**ITEM NO.:** NB1

**STAFF SOURCE:** Steve Henley, Director of Public Works  
Kalieh Honish, Assistant Director of Public Works  
Leo Tolentino, City Engineer



**ITEM TITLE:** Consideration of 2011 Engineering and Traffic Survey and Updating of Speed Limits Within the City

---

**STAFF RECOMMENDATION**

That the City Council:

- a. Approve the recommended speed limits for Roadway Segment Nos. 1 – 42 and 45 – 77; and
- b. Direct the speed limit to remain 40 miles per hour, as currently posted, for Segment Nos. 43 – Grand Avenue between Puente Street and San Bernardino Road, and 44 – Grand Avenue between San Bernardino Road and Covina Boulevard.

**FISCAL IMPACT**

Should the recommended speed limit changes ultimately be approved by the City Council, the city will incur labor and material costs to change out the necessary speed limit signs and/or roadway markings. These costs will be absorbed within the Street & Sewers Division's existing sign maintenance budget. Conversely, should the recommended speed limits not be approved, the city will no longer be able to enforce the posted speed limits by electronic means and may experience a decline in traffic citation revenues.

**BACKGROUND**

The streets regulated by other than the basic prima facie speed limits established by the California Vehicle Code (CVC) within the city were last surveyed in February 2006. CVC Sections 40801 and 40802 require Engineering and Traffic surveys that verify the prima facie speed limit of a street segment before radar or other electronic speed measuring devices may be used for speed enforcement. Additionally, the law further generally specifies that these surveys must be conducted every five (5) years; with surveys being allowed to be extended to seven (7) years provided the City's police officers have completed a 24-hour radar operator course and up to ten (10) years if a traffic engineer certifies that no changes in roadway or traffic conditions have occurred. However, while the City's police officers have completed the requisite 24-hour radar operator courses, many of the surveyed roadways have experienced changes. Further, the Department's policy is that all street segments be surveyed every five (5) years to ensure that the

City's traffic speed regulations are legally defensible and reflect current conditions as much as possible.

The attached Exhibit A provides the City Council with, essentially, an executive summary of the surveys including recommended limits, narratives on each street segment, and legislative references. Exhibit B, also attached, provides the Council with a quick reference of the ten (10) street segments being recommended for upward speed adjustment and the thirteen (13) street segments being recommended for downward speed adjustment. The entire survey, including each segments detailed radar survey, traffic count, speed analysis, and collision rates is on file with the Department and available for review upon request.

The Study and the Exhibits were reviewed and considered by the Traffic Advisory Board at their meeting of March 8, 2011. At the conclusion of their deliberations the Board members present voted unanimously to forward the aforementioned recommendation to the City Council for consideration.

**RELEVANCE TO THE STRATEGIC PLAN**

The issue addressed within this report is a mandatory function required by state law and has no direct relevance to the City's Strategic Plan.

**EXHIBITS**

- A. 2011 Engineering and Traffic Survey
- B. Recommended Speed Limit Changes

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

# ENGINEERING AND TRAFFIC SURVEY

FEBRUARY 2011



**PREPARED FOR:  
CITY OF COVINA**

Prepared by:

 **ADVANTEC**  
*Consulting Engineers*

21700 E. Copley Dr. Suite 350

Diamond Bar, CA 91765

Tel: 909-860-6222 | Fax: 909-860-6722

Exhibit A, 41 Pages



## ADVANTEC Consulting Engineers

21700 Copley Drive ♦ Suite 350 ♦ Diamond Bar ♦ CA 91765

February 25, 2011

Mr. Steve Henley  
Director of Public Works  
City of Covina  
125 East College Street  
Covina, CA, 91723

**SUBJECT: YEAR 2011 Engineering and Traffic Survey**

Dear Mr. Henley:

ADVANTEC Consulting Engineers has completed a Year 2011 Engineering and Traffic Survey (E&TS) to justify and/or update the posted speed limits along 77 street segments in the City of Covina. These segments were last surveyed in February 2006, and require an update to comply with the 5-year limitation set forth in the California Vehicle Code (CVC).

We are pleased to submit the enclosed Report that describes the E&TS procedures and contains recommendations for posted speed limits on the City's arterial and collector street system. A summary of these recommendations is included in the Analysis. Supporting documentation for each speed zone recommendation is provided in the Appendices.

The Report was conducted in accordance with applicable provisions of the CVC, following procedures outlined in the California Manual on Uniform Traffic Control Devices, dated January 2010, and as required by Section 627 of the CVC. The Report is intended to satisfy the requirements of Section 40802 of the CVC to enable the continued use of radar for traffic speed enforcement.

We appreciate the opportunity to serve the City of Covina and the assistance and cooperation offered to us during the course of our work.

Sincerely,  
ADVANTEC Consulting Engineers, Inc.

Edward Miller, Jr., PE, TE  
Director of Operations



Enclosure



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## INTRODUCTION

This Engineering and Traffic Survey is intended to be the basis for the establishment, revision, and enforcement of speed limits for selected streets within the City of Covina. This Engineering and Traffic Survey presents recommended speed limits for 77 street segments in the City of Covina. Engineering and Traffic Surveys are required by the State of California to establish intermediate speed limits on local streets and to enforce those limits using radar or other speed measuring devices. These surveys must be updated every 5, 7 or 10 years to ensure the speeds reflect current conditions as dictated by the California Vehicle Code (CVC). The CVC also requires that the surveys be conducted based on the methodology required by the California Manual on Uniform Traffic Control Devices (CA MUTCD), dated January 2010.

The survey was requested by the City for the proper posting of speed limits and to enable the Police Department to utilize radar or other electronic speed measuring devices for speed enforcement. CVC Sections 40801 and 40802 require Engineering and Traffic Surveys that verify the prima facie speed limit before enforcement by such a device is legal. The law further specifies that these surveys be conducted every 5 years. The surveys can be extended to 7 years provided the City's police officer(s) have completed a 24-hour radar operator course [CVC 40802(c)(2)(B)(i)(I)]. Additionally, some surveys may be extended to 10 years if a traffic engineer certifies that no changes in roadway or traffic conditions have occurred [CVC 40802 (c)(2)(S)(i)(II)]. These provisions assure that posted speed limits are kept reasonably current.

The Engineering and Traffic Surveys for the City were conducted in accordance with procedures outlined in the CA MUTCD dated January 2010, and as required by Section 627 of the California Vehicle Code. The Code further describes three elements of an engineering and traffic survey:

1. Measurement of prevailing speed;
2. Collision history; and
3. Traffic and roadway conditions not readily apparent to the motorist.

Posted speed limits are established primarily to protect the general public from the reckless and unpredictable behavior of dangerous drivers. They provide law enforcement with a clearly understood method to identify and apprehend violators of the basic speed law (CVC Section 22350). This law states that "No person shall drive a vehicle on a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property." The posted speed limit gives motorists a clear warning of the maximum speed that is reasonable and prudent under typical driving conditions.

The basic fundamentals for establishing speed limits recognize that the majority of drivers behave in a safe and reasonable manner, and therefore, the normally careful and competent actions of a reasonable driver should be considered legal. Speed limits



established on these fundamentals conform to the consensus that those who drive the highway determine what speed is reasonable and safe, not on the judgment of one or a few individuals. A radar speed study is usually used to record the prevailing speed of reasonable drivers.

Speed limits are also established to advise drivers of conditions which may not be readily apparent to a reasonable driver. For this reason, collision history, roadway conditions, traffic characteristics, and land use must also be analyzed before determining speed limits. Speed limit changes are usually made in coordination with physical changes in roadway conditions or roadside developments. Unusually short zones of less than one-half mile in length should be avoided to reduce driver confusion.

Additionally, it is generally accepted that speed limits cannot be successfully enforced without voluntary compliance by a majority of drivers. Consequently, only the driver whose behavior is clearly out of line with the normal flow of traffic is usually targeted for enforcement.

### **ELEMENTS OF THE ENGINEERING AND TRAFFIC SURVEY**

The CA MUTCD specifies the methodology to be used for completing Engineering and Traffic Surveys. This methodology includes an evaluation of current vehicle speeds, collision history and conditions not readily apparent to motorists. The basic elements of the Engineering and Traffic Survey are discussed in more detail as follows:

#### **Speed Sampling**

Existing vehicle speeds are surveyed by a certified radar operator with a calibrated radar unit in an unmarked vehicle. Speed samples are taken for each segment representing a statistically significant sample of current traffic. This data is then evaluated to identify the distribution of speeds. A key element in the evaluation is the identification of the 85<sup>th</sup> percentile speed. The 85<sup>th</sup> percentile speed is the speed at or below which 85 percent of the traffic travels. This threshold represents what is historically found to be a safe and reasonable speed for most drivers based on common roadway conditions. Therefore, a "basic speed limit" is established at the nearest 5-mile per hour (mph) increment to the 85<sup>th</sup> percentile speed. For example, if the 85<sup>th</sup> percentile speed is 48 mph, the basic speed limit is 50 mph. If the 85<sup>th</sup> percentile speed is 47 mph, the basic speed limit is 45 mph.

#### **Collision History**

Reported collisions are reviewed for each street segment to determine if there is a higher than average rate of collisions. A segment that has an above-average collision rate typically suggests conditions that are not readily apparent to motorists.

A summary of the collision rates for the 77 surveyed street segments is provided in Appendix C.





### **Conditions Not Readily Apparent To Motorists**

Each street segment is field inspected to identify roadway conditions that may not be readily apparent to motorists. A determination is made whether any conditions are significant and warrant the recommendation of the speed limit 5 mph or more below the basic speed limit. It is important to note that the CA MUTCD recommends exercising great care when establishing speed limits 5 mph or more below the basic speed limit.

## **SURVEY CONDITIONS**

### **SURVEY LOCATIONS**

The procedures below describe the criteria and methods used to survey selected streets within the City of Covina. The specific location of the radar speed survey for each street segment was selected after considering the following:

1. Minimum stop sign and traffic signal influence.
2. Minimum visibility restrictions.
3. Non-congested traffic flow away from intersections and driveways.
4. Minimum influence from curves or other roadway conditions that would affect the normal operation of a vehicle.

### **DATA COLLECTION**

Existing conditions information was obtained including prevailing vehicle speed; traffic collisions, visibility restrictions, and roadway conditions within the community. Speed data and field reviews were conducted at 77 locations between November 2010 and February 2011.

#### **Speed Data**

Radar speed measurements were conducted at 77 locations during December 2010 and February 2011. All surveys were conducted in good weather conditions, during off-peak hours on weekdays. The radar unit was operated from an unmarked vehicle to minimize any influence on driver behavior. Typically, a minimum sample size of 100 vehicles or the total samples during a maximum period of 2 hours were obtained for each segment. Traffic speeds in both directions were recorded for individual segments and separate surveys were made for divided roadways.

#### **Collision Data**

Collision data was obtained from the City's SWITRS electronic collision database. For this study, collision data was used from the latest 5 years of reported collisions from January 1, 2006 to December 1, 2010. The collision rates for the 77 segments are expressed in accidents per million vehicle miles (A/MVM). To calculate these rates, 24-hour traffic volumes were collected for each street segment as shown on Table 3 in Appendix C of this report. This information was then entered into the following formula to determine the collision rate:





$$R = \frac{A \times 1,000,000}{t \times 365 \frac{\text{days}}{\text{year}} \times l \times v}$$

A = Number of midblock accidents over time period

R = Collision Rate (accidents / million vehicle miles)

l = Length of Segment (miles)

v = Traffic Volume (average daily traffic)

t = years of reported collisions (years)

The segment collision rate was then compared to the average statewide collision rate. The average statewide collision rates were obtained from 2008 Collision Data on California State Highways.

#### **Field Review Data**

A field review was conducted for each of the selected street segments in the City with consideration for the following factors:

1. Street width and alignment (design speed);
2. Pedestrian activity and traffic flow characteristics;
3. Number of lanes and other channelization and striping patterns;
4. Frequency of intersections, driveways, and on-street parking;
5. Location of stop signs and other regulatory traffic control devices;
6. Visibility obstructions;
7. Land use and proximity to schools;
8. Pedestrian and bicycle usage;
9. Uniformity with existing speed zones and those in adjacent jurisdictions; and
10. Any other unusual condition not readily apparent to the driver.





## ANALYSIS

### CRITERIA

Survey data was compiled and analyzed to determine the recommended speed limit in accordance with criteria contained in the CA MUTCD. Criteria utilized included:

- A. The critical speed or 85<sup>th</sup> percentile speed is that speed at or below which 85 percent of the traffic is moving. This speed is the baseline value in determining what the majority of drivers believe is safe and reasonable. Speed limits set higher than the critical speed are not considered reasonable and safe. Speed limits set lower than the critical speed make a large number of reasonable drivers "unlawful," and do not facilitate the orderly flow of traffic. The "basic speed limit" is the nearest 5 mph increment to the 85th percentile speed.
- B. The 10 mile per hour (mph) pace speed is the 10 mph increment that contains the highest percentage of vehicles. It is a measure of the dispersion of speeds across the range of the samples surveyed. An accepted practice is to keep the speed limit within the 10 mph pace while considering the critical speed and other factors that might require a speed lower than the critical speed.
- C. The collision rate for each street segment is compared to average collision rates that can be reasonably expected to occur on streets and highways in other jurisdictions, in proportion to the volume of traffic per lane mile. These average collision rates have been developed by the State of California and are considered reasonable for use in the City of Covina.

### RESULTS AND RECOMMENDATIONS

The Engineering and Traffic Survey Forms, presented in Appendix A, depict results of a thorough evaluation of the available data and recommend a speed limit for each street segment surveyed. The recommended speed limit was consistent with the prevailing behavior as demonstrated by the radar speed measurements. Typically, a speed limit in the upper range of the 10-mile pace was selected unless a collision rate significantly higher than expected was discovered or roadway conditions not readily apparent to the driver were identified. Any segments with recommended speed limits 5 mph or more below the basic speed limit are fully explained later in this report.

The Legislature, in adopting Section 22358.5 of the California Vehicle Code (CVC), has made it clear that physical conditions, such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not be the basis for special downward speed zoning. In these cases, the basic speed law (CVC Section 22350) is sufficient to regulate such conditions.



The recommendations contained in this Report are intended to establish prima facie speed limits. They are not intended to be absolute for all prevailing conditions. All prima facie speed violations are actually violations of the basic speed law (Section 22350 of California Vehicle Code). This statute states that a person shall not drive a vehicle at a speed greater than is safe having regard for traffic, roadway, and weather conditions. A prima facie limit is intended to establish a maximum safe speed under normal conditions.

Table 1 identifies the street segments with higher recommended posted speed limits results, and Table 2 summarizes the recommendations for all surveyed segments.

**TABLE 1 - Street Segments with Recommended Speed Change**

Segment No.	Street	From	To	Posted Speed Limit	Recommended Speed Limit
14	Barranca Avenue	South City Limits	Puente Street	35	40
18	Cienega Avenue	Barranca Avenue	Grand Avenue	35	40
25	Citrus Avenue	Covina Boulevard	Arrow Highway	35	40
29	Covina Boulevard	Bonnie Cove Avenue	Sunflower Avenue	35	40
42	Grand Avenue	Walnut Creek Road	Puente Street	40	45
53	Puente Street	Hollenbeck Avenue	Citrus Avenue	30	35
55	Puente Street	Barranca Avenue	Grand Avenue	35	40
59	Reeder Avenue	Old Badillo Street	Puente Street	30	35
61	Reeder Avenue	Badillo Street	Cypress Street	30	35
65	San Bernardino Road	Vincent Avenue	Lark Ellen Avenue	35	40



TABLE 2 - Summary of Recommendations

Segment No.	Street	From	To	Posted Speed Limit	Critical Speed	Recommended Speed Limit	Comments
1	Arrow Highway	Arrow Grand Circle	Grand Avenue	45	45	40	*
2	Arrow Highway	Grand Avenue	1000' Easterly	45	48	45	*
3	Azusa Avenue	South City Limits	San Bernardino Road	40	41	35	*
4	Azusa Avenue	San Bernardino Road	Cypress Street	45	45	40	*
5	Azusa Avenue	Cypress Street	Arrow Highway	45	42	40	Closest Increment to 85th
6	Badillo Street	Lark Ellen Avenue	Hollenbeck Avenue	40	46	40	*
7	Badillo Street	Hollenbeck Avenue	4th Avenue	40	45	40	*
8	Badillo Street	4th Avenue	2nd Avenue	30	37	30	*
9	Badillo Street	2nd Avenue	Barranca Avenue	40	44	40	*
10	Badillo Street	Barranca Avenue	Grand Avenue	40	46	40	*
11	Badillo Street	Grand Avenue	Glendora Avenue	45	49	45	*
12	Badillo Street	Glendora Avenue	Reeder Avenue	45	51	45	*
13	Badillo Street	Reeder Avenue	East City Limits	45	51	45	*
14	Barranca Avenue	South City Limits	Puente Street	35	43	40	*
15	Barranca Avenue	Puente Street	San Bernardino Road	35	42	35	*
16	Barranca Avenue	San Bernardino Road	Covina Boulevard	35	42	35	*
17	Barranca Avenue	Covina Boulevard	North City Limits	40	44	40	*
18	Cienega Avenue	Barranca Avenue	Grand Avenue	35	44	40	*
19	Cienega Avenue	Arroway Avenue	Ivescrest Avenue	35	39	35	*
20	Citrus Avenue	Workman Avenue	Rowland Avenue	40	41	40	Closest Increment to 85th
21	Citrus Avenue	Rowland Avenue	Puente Street	40	40	40	Closest Increment to 85th
22	Citrus Avenue	Puente Street	Badillo Street	35	38	35	*
23	Citrus Avenue	Badillo Street	San Bernardino Road	25	29	25	*
24	Citrus Avenue	San Bernardino Road	Covina Boulevard	35	40	35	*
25	Citrus Avenue	Covina Boulevard	Arrow Highway	35	45	40	*

\* See "Segments with Conditions not readily apparent to the driver" Section for Comments



Engineering and Traffic Survey - City of Covina

Segment No.	Street	From	To	Posted Speed Limit	Critical Speed	Recommended Speed Limit	Comments
26	Covina Boulevard	Fircroft Avenue	Citrus Avenue	40	44	40	*
27	Covina Boulevard	Citrus Avenue	Grand Avenue	40	44	40	*
28	Covina Boulevard	Grand Avenue	Rimhurst Avenue	35	40	35	*
29	Covina Boulevard	Bonnie Cove Avenue	Sunflower Avenue	35	44	40	*
30	Covina Hills Road	Grand Avenue	Rancho La Carlota Road	35	41	35	*
31	Cypress Street	Leaf Avenue	Hollenbeck Avenue	40	46	40	*
32	Cypress Street	Hollenbeck Avenue	Citrus Avenue	40	44	40	*
33	Cypress Street	Citrus Avenue	Barranca Avenue	40	42	35	*
34	Cypress Street	Barranca Avenue	Grand Avenue	40	44	40	*
35	Cypress Street	Grand Avenue	Glendora Avenue	40	43	40	*
36	Cypress Street	Glendora Avenue	Bonnie Cove Avenue	40	42	35	*
37	Cypress Street	Bonnie Cove Avenue	Sunflower Avenue	40	45	40	*
38	Glendora Avenue	Puente Street	Rudduck Street	35	41	35	*
39	Glendora Avenue	Rudduck Street	Cypress Street	35	42	35	*
40	Glendora Avenue	Cypress Street	Covina Boulevard	35	41	35	*
41	Glendora Avenue	Covina Boulevard	Cienega Avenue	35	40	35	*
42	Grand Avenue	Walnut Creek Road	Puente Street	40	46	45	Closest Increment to 85th
43	Grand Avenue	Puente Street	San Bernardino Road	40	41	35	*
44	Grand Avenue	San Bernardino Road	Covina Boulevard	40	40	35	*
45	Grand Avenue	Covina Boulevard	Arrow Highway	40	44	40	*
46	Hollenbeck Avenue	South City Limits	Rowland Avenue	35	42	35	*
47	Hollenbeck Avenue	Rowland Avenue	Badillo Street	35	41	35	*
48	Hollenbeck Avenue	Badillo Street	Edna Place	35	40	35	*
49	Hollenbeck Avenue	Covina Boulevard	Arrow Highway	40	44	40	*
* See "Segments with Conditions not readily apparent to the driver" Section for Comments							





Segment No.	Street	From	To	Posted Speed Limit	Critical Speed	Recommended Speed Limit	Comments
50	Holt Avenue	I-10 Freeway	Via Verde	45	43	40	*
51	Lark Ellen Avenue	GroveCenter Street	Edna Place	40	41	40	Closest Increment to 85th
52	Puente Street	Armel Drive	Hollenbeck Avenue	35	38	35	*
53	Puente Street	Hollenbeck Avenue	Citrus Avenue	30	38	35	*
54	Puente Street	Citrus Avenue	Barranca Avenue	30	33	30	*
55	Puente Street	Barranca Avenue	Grand Avenue	35	43	40	*
56	Puente Street	Grand Avenue	Glendora Avenue	35	41	35	*
57	Puente Street	Glendora Avenue	Shouse Avenue	25	32	25	*
58	Puente Street	Reeder Avenue	Rancho Corto Drive	45	47	40	*
59	Reeder Avenue	Old Badillo Street	Puente Street	30	42	35	*
60	Reeder Avenue	Old Badillo Street	Badillo Street	30	37	30	*
61	Reeder Avenue	Badillo Street	Cypress Street	30	40	35	*
62	Rowland Avenue	Armel Drive	Citrus Avenue	40	41	35	*
63	Rowland Avenue	Citrus Avenue	Barranca Avenue	40	42	35	*
64	Rowland Avenue	Barranca Avenue	Forestdale Avenue	40	46	40	*
65	San Bernardino Road	Vincent Avenue	Lark Ellen Avenue	35	47	40	*
66	San Bernardino Road	Lark Ellen Avenue	Azusa Avenue	35	42	35	*
67	San Bernardino Road	Azusa Avenue	Hollenbeck Avenue	35	42	35	*
68	San Bernardino Road	Hollenbeck Avenue	Citrus Avenue	35	37	30	*
69	San Bernardino Road	Citrus Avenue	Barranca Avenue	35	40	35	*
70	San Bernardino Road	Barranca Avenue	Grand Avenue	35	42	35	*
71	Second Avenue	Rowland Avenue	Badillo Street	35	40	35	*
72	Second Avenue	Badillo Street	Front Street	35	37	30	*
* See "Segments with Conditions not readily apparent to the driver" Section for Comments							



Segment No.	Street	From	To	Posted Speed Limit	Critical Speed	Recommended Speed Limit	Comments
73	Sunflower Avenue	Cypress Street	Cienega Avenue	35	38	35	*
74	Vincent Avenue	Badillo Street	Edna Place	40	42	35	*
75	Workman Avenue	West City Limit	East City Limits w/o Citrus	35	39	35	*
76	Workman Avenue	Citrus Avenue	Barranca Avenue	35	41	35	*
77	Workman Avenue	Barranca Avenue	Easterly End of Road	30	36	30	*

\* See "Segments with Conditions not readily apparent to the driver" Section for Comments



### SEGMENTS WITH CONDITIONS NOT READILY APPARENT TO THE DRIVER

The following segments surveyed had recommended speed limits that were 5 miles per hour (mph) or more below the basic speed limit due to conditions not readily apparent to the driver. Each segment is discussed below.

#### **Segment #1 -Arrow Highway -Arrow Grand Circle to Grand Avenue**

This segment is currently posted at 45 mph and has 2 through lanes in each direction with an ADT of 26,568 vehicles per day. The adjacent land use is commercial and residential. The critical speed is 45 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and horizontal curve that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

#### **Segment #2 -Arrow Highway -Grand Avenue to 1000' East**

This segment is currently posted at 45 mph and has 2 through lanes in each direction with an ADT of 26,377 vehicles per day. The adjacent land use is commercial and industrial. The critical speed is 48 mph and would normally justify a 50 mph posted speed limit. However, due to the adjacent segment posted speed limit, and various hidden driveways that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 45 mph for the above reasons.

#### **Segment #3 -Azusa Avenue -South City Limits to San Bernardino Road**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 31,055 vehicles per day. The adjacent land use is commercial and residential. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the various hidden driveways, pedestrian activity, and high collision rate, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

#### **Segment #4 -Azusa Avenue -San Bernardino Road to Cypress Street**

This segment is currently posted at 45 mph and has 2 through lanes in each direction with an ADT of 32,478 vehicles per day. The adjacent land use is commercial, industrial, and within the vicinity of a school. The critical speed is 45 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.



**Segment #6 -Badillo Street -Lark Ellen Avenue to Hollenbeck Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 17,715 vehicles per day. The adjacent land use is commercial and residential. The critical speed is 46 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, hidden intersections, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.

**Segment #7 -Badillo Street -Hollenbeck Avenue to 4th Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 18,722 vehicles per day. The adjacent land use is residential, recreational, and medical. The critical speed is 45 mph and would normally justify a 45 mph posted speed limit. However, due to adjacent segment posted speed limit, pedestrian traffic, heavy curb parking, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #8 -Badillo Street -4th Avenue to 2nd Avenue**

This segment is currently posted at 30 mph and has 1 through lane in each direction with an ADT of 17,105 vehicles per day. The adjacent land use is commercial and recreational. The critical speed is 37 mph and would normally justify a 35 mph posted speed limit. However, due to the moderate pedestrian traffic and the varying street width that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 30 mph for the above reasons.

**Segment #9 -Badillo Street -2nd Avenue to Barranca Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 18,625 vehicles per day. The adjacent land use is commercial and residential. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, heavy curb parking, hidden driveways, and pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.



**Segment #10 -Badillo Street -Barranca Avenue to Grand Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 18,404 vehicles per day. The adjacent land use is commercial, residential, and within the vicinity of a school. The critical speed is 46 mph and would normally justify a 45 mph posted speed limit. However, due to the need to transition between the adjacent segment posted speed limits, and the moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.

**Segment #11 -Badillo Street -Grand Avenue to Glendora Avenue**

This segment is currently posted at 45 mph and has 2 through lanes in each direction with an ADT of 20,425 vehicles per day. The adjacent land use is commercial, residential, and in the vicinity of a school. The critical speed is 49 mph and would normally justify a 50 mph posted speed limit. However, due to the adjacent segment posted speed limit and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 45 mph for the above reasons.

**Segment #12 -Badillo Street -Glendora Avenue to Reeder Avenue**

This segment is currently posted at 45 mph and has 2 through lanes in each direction with an ADT of 17,809 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 51 mph and would normally justify a 50 mph posted speed limit. However, due to the adjacent segment posted speed limit, a horizontal curve, moderate pedestrian school traffic, and hidden intersections that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 45 mph for the above reasons.

**Segment #13 -Badillo Street -Reeder Avenue to East City Limits**

This segment is currently posted at 45 mph and has 2 through lanes in each direction with an ADT of 13,666 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 51 mph and would normally justify a 50 mph posted speed limit. However, due to the adjacent segment posted speed limit, acute intersection angles, and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 45 mph for the above reasons.





**Segment #14 -Barranca Avenue -South City Limits to Puente Street**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 24,196 vehicles per day. The adjacent land use is residential, commercial, and within the vicinity of a school. The critical speed is 43 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, numerous turning movements, heavy curb parking, and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #15 -Barranca Avenue -Puente Street to San Bernardino Road**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 22,881 vehicles per day. The adjacent land use is residential, commercial, and within the vicinity of a school. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, moderate pedestrian school traffic, and high left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #16 -Barranca Avenue -San Bernardino Road to Covina Boulevard**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 23,165 vehicles per day. The adjacent land use is residential, commercial, recreational, and within the vicinity of a school. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, moderate pedestrian school traffic, and high left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #17 -Barranca Avenue -Covina Boulevard to North City Limits**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 17,914 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, high left turn volumes without left turn lanes, and pedestrians due to proximity to schools that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.





**Segment #18 -Cienega Avenue -Barranca Avenue to Grand Avenue**

This segment is currently posted at 35 mph and has 1 through lane in each direction with an ADT of 3,472 vehicles per day. The adjacent land use is residential. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and shifting street alignment that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #19 -Cienega Avenue -Arroway Avenue to Ivescrest Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 6,546 vehicles per day. The adjacent land use is residential. The critical speed is 39 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and shifting street alignment that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #22 -Citrus Avenue -Puente Street to Badillo Street**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 19,644 vehicles per day. The adjacent land use is commercial. The critical speed is 38 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, uncontrolled crosswalks and high, left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #23 -Citrus Avenue -Badillo Street to San Bernardino Road**

This segment is currently posted at 25 mph and has 1 through lane in each direction with an ADT of 15,461 vehicles per day. The adjacent land use is commercial. The critical speed is 29 mph and would normally justify a 30 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, uncontrolled crosswalks and high, left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 25 mph for the above reasons.





**Segment #24 -Citrus Avenue -San Bernardino Road to Covina Boulevard**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 20,479 vehicles per day. The adjacent land use is commercial and residential. The critical speed is 40 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, numerous hidden driveways, moderate pedestrian traffic and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #25 -Citrus Avenue -Covina Boulevard to Arrow Highway**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 21,917 vehicles per day. The adjacent land use is commercial and residential. The critical speed is 45 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and moderate pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #26 -Covina Boulevard -Fircroft Avenue to Citrus Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 10,594 vehicles per day. The adjacent land use is residential. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, uncontrolled school crosswalk at Calvados, and high left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #27 -Covina Boulevard -Citrus Avenue to Grand Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 11,546 vehicles per day. The adjacent land use is residential, commercial, and within the vicinity of a school. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, moderate pedestrian traffic, uncontrolled crosswalks, and high left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph with a 25mph school zone for the above reasons.



**Segment #28 -Covina Boulevard -Grand Avenue to Rimhurst Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 9,747 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 40 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph with a 25 mph school zone for the above reasons.

**Segment #29 -Covina Boulevard -Bonnie Cove Avenue to Sunflower Avenue**

The eastbound segment is currently posted at 40 mph, and the westbound segment is currently posted at 35 mph. This roadway segment has 2 through lanes in each direction with an ADT of 7,462 vehicles per day. The adjacent land use is residential. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, high left turn volumes without left turn lanes, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit, for both directions, be posted at 40 mph with a 25 mph school zone for the above reasons.

**Segment #30 -Covina Hills Road -Grand Avenue to Rancho La Carlota Road**

This segment is currently posted at 35 mph and has 1 through lane in each direction with an ADT of 3,686 vehicles per day. The adjacent land use is residential. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the various hidden driveways and the existence of both several vertical and horizontal curves, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #31 -Cypress Street -Leaf Avenue to Hollenbeck Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 16,132 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 46 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.





**Segment #32 -Cypress Street -Hollenbeck Avenue to Citrus Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 13,011 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, uncontrolled crosswalks, and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.

**Segment #33 -Cypress Street -Citrus Avenue to Barranca Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 9,686 vehicles per day. The adjacent land use is residential. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and midpoint stop sign that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

**Segment #34 -Cypress Street -Barranca Avenue Grand Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 8,550 vehicles per day. The adjacent land use is residential. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, heavy residential curb parking, and high left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.

**Segment #35 -Cypress Street -Grand Avenue to Glendora Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 9,264 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 43 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, a horizontal curve, and hidden intersections that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.





**Segment #36 -Cypress Street -Glendora Avenue to Bonnie Cove Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 8,318 vehicles per day. The adjacent land use is residential. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the several multi-way stop controlled intersections and adjacent segment posted speed limit that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

**Segment #37 -Cypress Street -Bonnie Cove Avenue to Sunflower Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 7,606 vehicles per day. The adjacent land use is residential and industrial. The critical speed is 45 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, several multi-way stop controlled intersections, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.

**Segment #38 -Glendora Avenue -Puente Street to Ruddock Street**

This segment is currently posted at 35 mph and has 2 through lanes in each direction north of Ruddock Street and 1 through lane in each direction south of Ruddock Street with an ADT of 9,038 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, heavy pedestrian school traffic, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #39 -Glendora Avenue -Ruddock Street to Cypress Street**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 10,651 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the uncontrolled crosswalks, moderate pedestrian activity, and high left turn volume with no left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.





**Segment #40 -Glendora Avenue -Cypress Street to Covina Boulevard**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 10,666 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, moderate pedestrian traffic, and heavy curb parking that may not be apparent to unfamiliar drivers; a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #41 -Glendora Avenue -Covina Boulevard to Cienega Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 12,242 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 40 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, road narrowing, and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #43 -Grand Avenue -Puente Street to San Bernardino Road**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 31,931 vehicles per day. The adjacent land use is residential, commercial, and within the vicinity of a school. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, a vertical curve, and school-pedestrian activity that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

**Segment #44 -Grand Avenue -San Bernardino Road to Covina Boulevard**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 34,435 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 40 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and pedestrian volume that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.





**Segment #45 –Grand Avenue –Covina Boulevard to Arrow Highway**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 26,991 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and pedestrian volume that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.

**Segment #46 -Hollenbeck Avenue -South City Limits to Rowland Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 14,992 vehicles per day. The adjacent land use is residential. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and high left turn volume with no left turn pockets that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #47 -Hollenbeck Avenue -Rowland Avenue to Badillo Street**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 17,663 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and high pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #48 -Hollenbeck Avenue -Badillo Street to Edna Place**

This segment is currently posted at 35 mph and has 1 to 2 through lanes in each direction with an ADT of 18,266 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 40 mph and would normally justify a 40 mph posted speed limit. However, due to the street narrowing, merging lanes, and various hidden driveways that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.





**Segment #49 -Hollenbeck Avenue -Covina Boulevard to Arrow Highway**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 12,915 vehicles per day. The adjacent land use is residential. The critical speed is 44 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit and moderate pedestrian traffic, that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #50 -Holt Avenue -I-10 Freeway to Via Verde**

This segment is currently posted at 45 mph and has 1 through lane in each direction with an ADT of 3,389 vehicles per day. The adjacent land use is residential. The critical speed is 43 mph and would normally justify a 45 mph posted speed limit. However, due to the high collision rate and unmarked driveways that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #52 -Puente Street -Hollenbeck Avenue to Citrus Avenue**

This segment is currently posted at 35 mph and has 1 through lane in each direction with an ADT of 7,349 vehicles per day. The adjacent land use is residential and with in the vicinity of a school. The critical speed is 38 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, moderate pedestrian mid-block crossing that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #53 -Puente Street -Hollenbeck Avenue to Citrus Avenue**

This segment is currently posted at 30 mph and has 1 through lane in each direction with an ADT of 7,868 vehicles per day. The adjacent land use is residential and with in the vicinity of a school. The critical speed is 38 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, a vertical curve and moderate pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.





**Segment #54 -Puente Street -Citrus Avenue to Barranca Avenue**

This segment is currently posted at 30 mph and has 1 unstriped through lane in each direction with an ADT of 5,163 vehicles per day. The adjacent land use is residential. The critical speed is 33 mph and would normally justify a 35 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, vertical curve and varying street width that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 30 mph for the above reasons.

**Segment #55 -Puente Street -Barranca Avenue to Grand Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 5,222 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 43 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, moderate pedestrian traffic, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #56 -Puente Street -Grand Avenue to Glendora Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 6,077 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, vertical curve, moderate pedestrian traffic, and high left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #57 -Puente Street -Glendora Avenue to Shouse Avenue**

This segment is currently posted at 25 mph and has 1 unstriped through lane in each direction with an ADT of 1,613 vehicles per day. The adjacent land use is residential. The critical speed is 32 mph and would normally justify a 30 mph posted speed limit. However, due to the various hidden driveways, large vertical curve, moderate pedestrian traffic, and high collision rate that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 25 mph for the above reasons.



**Segment #58 -Puente Street -Reeder Avenue to Rancho Corto Drive**

This segment is currently posted at 45 mph and has 1 through lane in each direction with an ADT of 4,031 vehicles per day. The adjacent land use is residential. The critical speed is 47 mph and would normally justify a 45 mph posted speed limit. However, due to sharp horizontal curves, varying street widths, and the few hidden driveways from residential units on the north side of the street that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.

**Segment #59 -Reeder Avenue -Old Badillo Street to Puente Street**

This segment is currently posted at 30 mph and has 1 through lane with an ADT of 5,728 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, a vertical curve, a horizontal curve, and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

**Segment #60 -Reeder Avenue -Old Badillo Street to Badillo Street**

This segment is currently posted at 30 mph and has 2 northbound through lanes and 1 southbound lane with an ADT of 5,178 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 37 mph and would normally justify a 35 mph posted speed limit. However, due to the adjacent segment posted speed limit, a vertical curve, and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 30 mph for the above reasons.

**Segment #61 -Reeder Avenue -Badillo Street to Cypress Street**

This segment is currently posted at 30 mph and has 1 through lane in each direction with an ADT of 2,791 vehicles per day. The adjacent land use is residential. The critical speed is 40 mph and would normally justify a 40 mph posted speed limit. However, due the adjacent segment posted speed limit, a vertical curve, and various hidden driveways that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.





### **Segment #62 -Rowland Avenue -Armel Drive to Citrus Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 12,624 vehicles per day. The adjacent land use is residential. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, moderate pedestrian traffic, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

### **Segment #63 -Rowland Avenue -Citrus Avenue to Barranca Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 15,251 vehicles per day. The adjacent land use is commercial. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, heavy curb parking, and hidden intersections that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

### **Segment #64 -Rowland Avenue -Barranca Avenue to Forestdale Avenue**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 9,913 vehicles per day. The adjacent land use is residential. The critical speed is 46 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit and various hidden driveways that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 40 mph for the above reasons.

### **Segment #65 -San Bernardino Road -Vincent Avenue to Lark Ellen Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 15,512 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 47 mph and would normally justify a 45 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, horizontal curve, and heavy curb parking that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 40 mph for the above reasons.





**Segment #66 -San Bernardino Road -Lark Ellen Avenue to Azusa Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 17,553 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and mixed land uses that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #67 -San Bernardino Road -Azusa Avenue to Hollenbeck Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 14,762 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, uncontrolled crosswalks, and moderate pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #68 -San Bernardino Road -Hollenbeck Avenue to Citrus Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 12,165 vehicles per day. The adjacent land use is residential. The critical speed is 37 mph and would normally justify a 35 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, uncontrolled crosswalks, and moderate pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 30 mph for the above reasons.

**Segment #69 -San Bernardino Road -Citrus Avenue to Barranca Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 12,835 vehicles per day. The adjacent land use is commercial. The critical speed is 40 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and high left turn volume without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.





**Segment #70 -San Bernardino Road -Barranca Avenue to Grand Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 10,787 vehicles per day. The adjacent land use is commercial and residential. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and high left turn volume without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #71 -Second Avenue -Rowland Avenue to Badillo Street**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 8,612 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 40 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #72 -Second Avenue -Badillo Street to Front Street**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 8,283 vehicles per day. The adjacent land use is commercial. The critical speed is 37 mph and would normally justify a 35 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways, uncontrolled crosswalks, and high pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 30 mph for the above reasons.

**Segment #73 -Sunflower Avenue -Cypress Street to Cienega Avenue**

This segment is currently posted at 35 mph and has 2 through lanes in each direction with an ADT of 9,994 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 38 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, moderate pedestrian traffic, and uncontrolled crosswalks that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.



**Segment #74 -Vincent Avenue -Badillo Street to Edna Place**

This segment is currently posted at 40 mph and has 2 through lanes in each direction with an ADT of 21,310 vehicles per day. The adjacent land use is commercial and industrial. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, heavy truck movements, and high left turn volumes without left turn lanes that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

**Segment #75 -Workman Avenue -West City Limit to East City Limit w/o Citrus Avenue**

This segment is currently posted at 35 mph and has 1 through lane in each direction with an ADT of 8,413 vehicles per day. The adjacent land use is residential and within the vicinity of a school. The critical speed is 39 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, various hidden driveways and moderate pedestrian school traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

**Segment #76 -Workman Avenue -Citrus Avenue to Barranca Avenue**

This segment is currently posted at 35 mph and has 1 through lane in each direction with an ADT of 9,783 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 41 mph and would normally justify a 40 mph posted speed limit. However, due to the adjacent segment posted speed limit, high collision rate, and high left turn volumes without left turn lanes, that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 35 mph for the above reasons.

**Segment #77 -Workman Avenue -Barranca Avenue to Easterly End of road**

This segment is currently posted at 30 mph and has 2 through lanes in each direction with an ADT of 2,522 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 36 mph and would normally justify a 35 mph posted speed limit. However, due to the high collision rate and a horizontal curve that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 30 mph for the above reasons.



## LEGISLATIVE REFERENCES

### V C Section 627 Engineering and Traffic Survey

#### Engineering and Traffic Survey

627.

- (a) "Engineering and traffic survey," as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities.
- (b) An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all of the following:
  - (1) Prevailing speeds as determined by traffic engineering measurements.
  - (2) Accident / Collision records.
  - (3) Highway, traffic, and roadside conditions not readily apparent to the driver.
- (c) When conducting an engineering and traffic survey, local authorities, in addition to the factors set forth in paragraphs (1) to (3), inclusive, of subdivision (b) may consider all of the following:
  - (1) Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:
    - (A) Upon one side of the highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.
    - (B) Upon both sides of the highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.
    - (C) The portion of highway is longer than one-quarter of a mile but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph (A) or (B).
  - (2) Pedestrian and bicyclist safety.

Amended Ch. 466, Stats. 1982. Effective January 1, 1983.  
Amended Sec. 1, Ch. 45, Stats. 2000. Effective January 1, 2001.

