



CITY OF WEST COVINA

PLANNING COMMISSION

**OCTOBER 4, 2021, 7:00 PM
SPECIAL MEETING**

**CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Livier Becerra, Chair
Nickolas Lewis, Vice Chair
Brian Gutierrez, Commissioner
Shelby Williams, Commissioner
Sheena Heng, Commissioner**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain requirements of the Brown Act relating to the conduct of public meetings. Pursuant to the Executive Orders, Planning Commissioners may attend Planning Commission meetings telephonically and the Planning Commission is not required to make available a physical location from which members of the public may observe the meeting and offer public comment.

Due to the ongoing COVID-19 emergency and pursuant to State and County public health directives, Los Angeles County Department of Health requires that masks be worn indoors regardless of vaccination status

Members of the public may also watch the Planning Commission meeting live on the City's website at: <https://www.westcovina.org/departments/city-clerk/agendas-and-meetings/current-meetings-and-agendas> under the Watch Live tab or through the West Covina City YouTube channel at www.westcovina.org/LIVE. If you are experiencing symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, or sore throat, the City requests that you participate in the meeting from home by watching the meeting live via the links set forth above.

EMAILED PUBLIC COMMENT:

Members of the public can submit public comments to the Planning Department via e-mail at Planning_Dept@westcovina.org. The subject line should specify Oral Communications 10/4/2021. Please include your full name and address in your e-mail. All emails received by 5:00 P.M. on the day of the Council meeting will be posted to the City's website under Current Meetings and Agendas and provided to the Planning Commission prior to the meeting. No comments will be read out loud during the meeting. All comments received by the start of the meeting will be made part of the official public record of the meeting.

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Planning Commission meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Planning Commission meetings, please request no less than four working days prior to the meeting.

PUBLIC COMMENTS/ADDRESSING THE COMMISSION

Any person wishing to address the Planning Commission on any matter listed on the agenda or on any other matter within their jurisdiction is asked to complete a speaker card that is provided on the speaker podium and submit the card to a Planning Division staff member.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda item. Requests to speak on non-agenda items will be heard during “Oral Communications” before the Public Hearing section of the agenda. Oral Communications are limited to thirty (30) minutes. Generally, comments are limited to five minutes per speaker unless further time is granted by the Chairperson. ***The Chairperson may also, at his or her discretion, further limit the time of each speaker in order to accommodate a large number of speakers and/or to ensure that the business of the Planning Commission is effectively conducted.***

Any testimony or comments regarding a matter set for Public Hearing will be heard during the public hearing for that item.

MOMENT OF SILENT PRAYER/MEDITATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES - None

PUBLIC HEARINGS

1. **SUBJECT**
NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
GENERAL PLAN AMENDMENT NO. 20-03
ZONE CHANGE NO. 20-04
PRECISE PLAN NO. 20-08
TENTATIVE PARCEL MAP NO. 83444
TREE REMOVAL PERMIT NO. 21-12
DEVELOPMENT AGREEMENT NO. 21-01
APPLICANT: Scott Murray, Greenlaw Partners
LOCATION: 1211 E. Badillo Street
REQUEST: The applicant is requesting approval of a precise plan to re-purpose an existing building and parking lot for use as an Amazon Delivery Station. The project includes a general plan amendment to change the land use designation from Civic: Public Institution to Industrial, a zone change to change the land use designation from SP-11: Faith Community Church to Manufacturing (M-1), a parcel map to combine two existing lots, a tree removal permit to remove significant trees on-site, and a Development Agreement.

NON-HEARING ITEMS - None

TEN-DAY APPEAL PERIOD: *Actions taken by the Planning Commission that are not recommendations to the City Council will become final after ten (10) calendar days unless a written appeal with the appropriate fee is lodged with the City Clerk's Office before close of business on the tenth day.*

COMMISSION REPORTS/COMMENTS AND MISCELLANEOUS ITEMS

This is the time when any member of the Commission may bring a matter to the attention of the full Commission that is within the scope of duties assigned to the Commission. Any item that was considered during the Agenda is not appropriate for discussion in this section of the agenda. NO COMMISSION DISCUSSION OR ACTION CAN BE CONSIDERED AT THIS TIME. If the Commission desires to discuss an issue raised by a speaker or take an action, the Commission may vote to agendize the matter for a future meeting.

2. COMMUNITY DEVELOPMENT DIRECTOR'S REPORT:

3. CITY COUNCIL ACTION:

This is an oral presentation of City Council matters and actions, which are in the Commission's area of interest

ADJOURNMENT

PLANNING DEPARTMENT STAFF REPORT

SUBJECT

SUBJECT

NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

GENERAL PLAN AMENDMENT NO. 20-03

ZONE CHANGE NO. 20-04

PRECISE PLAN NO. 20-08

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BACKGROUND

On September 28, 2021, the Planning Commission held a public hearing on the subject project. After deliberating and receiving public comments, the Planning Commission continued the Item to October 4, 2021 in order to give the applicant time to reach out to the neighbors and prepare a presentation which addressed all the questions and concerns raised. During the public hearing, one member of the public spoke in support of the project and 12 members of the public spoke in opposition with concerns pertaining to traffic, noise, and Amazon's labor practices.

DISCUSSION

The applicant has reached out to representatives of Lark Ellen Village (apartment complex located immediately east of the project site) regarding their suggested conditions of approval and operational conditions. The applicant will discuss additional conditions that they have accepted in addition to addressing questions that were raised during the September 28, 2021 Planning Commission meeting in their presentation.

The Planning Commission may add conditions of approval in the Precise Plan or add/revise operational conditions in the Development Agreement as part of the recommendation to the City Council.

REQUIRED FINDINGS

Precise Plan:

The following findings are required to be made in order for the Planning Commission to approve or recommend approval of the Precise Plan:

a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.

The City's General Plan Land Use Element designates the subject property for Civic: Public Institution. The proposed land use designation is Industrial. The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to the surrounding area. In addition, the property is currently owned by Faith Community Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will place the property on the tax rolls which the City will receive its portion of property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

The project is consistent with the following General Plan policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our Prosperous Community P2.8 Build economic development capacity

b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provisions of the Municipal Code.

The project includes a request for a Zone Change (No. 20-3) from SP-11 – Faith Community Church to Manufacturing (M-1). The proposed project will revitalize and modernize an existing 177,440 square foot building and make improvements to an existing parking lot that surrounds the building on three sides. New light standards with house shields to prevent lighting spill over to adjacent properties including the residential units to the east are proposed. In addition, new water efficient landscaping is proposed.

As proposed and conditioned, the project will comply with all development standards within the Manufacturing zone including landscape setbacks from adjacent residential uses, lighting, building height, setbacks, and parking.

c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.

The proposed project will re-purpose an existing building and parking lot for use as an Amazon Delivery Station. The existing 177,440 square foot building is located in the center of a 21.22 acre site. Residential uses are located north, south, and east of the site. The residential uses located north and south of the site are separated from the property by Badillo Street or San Bernardino Road which are 4-lane streets which will help minimize noise from the facility. In addition, the project includes the construction of two 12 foot high walls around the loading dock area located on the west side of the property to minimize sound to the surrounding properties.

The residential units located to the east of the site directly abuts one of the parking lots for the facility. This parking lot will be utilized for delivery van storage as well as a staging area where the vans stage before moving inside the building to load. A six-foot wide landscape planter will be maintained along the east property line and new screen trees will be added to fill in any gaps in the existing landscape screen on the adjacent property.

The Mitigated Negative Declaration prepared for the project studied both traffic noise and on-site operational noise sources such as back-up alarms and determined no significant environmental impact would occur. The project as designed and conditioned will be compatible with the uses within the vicinity and would not be detrimental to the public interest, health, safety, and general welfare and would not unreasonably interfere with the use and enjoyment of property.

d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The project is an infill development and is located within an urbanized area where utility connections are readily available.

e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.

The proposed project will revitalize and modernize an existing building and make improvements to an existing parking lot. All aspects of the site development are compatible with the existing and future land uses and do not interfere with orderly development in the vicinity. All site improvements and the proposed landscaping will enhance the overall appearance of the site.

Tentative Parcel Map

The following findings are required to be made in order for the Planning Commission to approve or recommend approval of the Tentative Parcel Map:

a. The proposed map is consistent with the general plan and any applicable adopted specific plans.

An amendment to the City's General Plan land-use map to change the designation of the project site from Civic: Public Institution to Industrial to accommodate the proposed Amazon Delivery Station.

The proposed project is consistent with the following General Plan Policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our prosperous Community P2.8 Build economic development capacity

The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Community Church which as a non-profit entity is exempt from paying property tax. An Industrial land use designation will place the property on the tax rolls and in which the City will receive its portion of property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed in the Development Agreement.

b. The design or improvement of the proposed subdivision is consistent with the general plan and applicable adopted specific plans.

The design and improvements of the proposed parcel map and precise plan are consistent with the General Plan in that the proposed Amazon Delivery Station, as conditioned, will be compatible with the single-family and multi-family residential and commercial uses in the vicinity. The project involves changing the land use designation of the project site from Civic: Public Institution to Industrial to allow the use of the property as an Amazon Delivery Station. The project conforms to all applicable development standards in the Zoning Code.

c. The site is physically suitable for the type of development

The proposed project site is 21.22 acres, flat and is physically suitable for the proposed project and adequate to accommodate the Amazon Delivery Station. The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly-most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The site is served by all necessary utilities. Appropriate mitigation measures and conditions of approval will ensure that the site is improved in a manner consistent with City standards.

e. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.

The site consists of an 21.22-acre parcel developed with an existing 177,440 square foot building, parking and landscaping. No known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal, or migration corridors are present on site. A mitigated negative declaration was prepared for the project which included mitigation measures for biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation. All impacts would be avoided or reduced to less than significant levels after mitigation to ensure that the project will not cause substantial environmental damage or injure fish, wildlife, or their habitat.

f. Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems.

The proposed map and improvements will have access to a public sanitary sewer system for the removal and disposal of wastewater and to other necessary utility services. The site will be developed in accordance with the standards of the Engineering Division, the Municipal Code, the Uniform Building Code, and other applicable requirements.

g. The design of the subdivision or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.

There are no easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via San Bernardino Road and Badillo Street.

ENVIRONMENTAL DETERMINATION

In compliance with CEQA, the State CEQA Guidelines a Mitigated Negative Declaration (MND) was prepared and will be considered prior to approval of the Project. The MND serves as a finding that the Project would not have a significant effect on the environment, with the incorporation of mitigation measures, as appropriate.

Based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the Project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed Project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed Project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation.

A copy of the MND can be found on the City's Planning Division web page at the following link:

<https://www.westcovina.org/departments/community-development/planning-division/projects-and-environmental-documents>

The MND includes a detailed discussion on all environmental issues related to the project including traffic and noise impacts and how any potential impacts were determined to be less than significant after mitigation.

The MND was circulated for public comment from July 13, 2021 to August 11, 2021.

Comments were received from the California Department of Transportation, the City of Covina, the Woodlane Village Homeowners Association, Teamsters Local Union No. 1932, and from six individuals. A Response to Comments was prepared and is provided as Attachment No. 10.

STAFF RECOMMENDATIONS

Since the application includes a general plan amendment, zone change, and development agreement, for which the City Council has the final decision-making authority, the City Council will also make the final decision on the precise plan, parcel map and tree removal permit.

Staff recommends that the Planning Commission adopt Resolution Nos. 21-6093, 21-6094, 21-6095, 21-6096, 21-6097 and 21-6098, recommending the City Council approve the project Mitigated Negative Declaration, General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-04, Tentative Parcel Map No. 83444, and Development Agreement No. 21-01.

LARGE ATTACHMENTS

The plans and all environmental documents can also be viewed on-line at

<https://www.westcovina.org/departments/community-development/planning-division/projects-and-environmental-documents>

Submitted by:

Jo-Anne Burns, Planning Manager and Joyce Parker-Bozylinski, Contract Planner

Attachments

- Attachment No. 1 - Mitigated Negative Declaration Resolution
- Attachment No. 2 - General Plan Amendment Resolution
- Attachment No. 3 - Zone Change Resolution
- Attachment No. 4 - Precise Plan Resolution
- Attachment No. 5 - Amazon Tentative Tract Map Resolution
- Attachment No. 6 - Development Agreement Resolution
- Attachment No. 7 - Exhibit A Site Layout
- Attachment No. 8 - Community Outreach Summary
- Attachment No. 9 - Letters
- Attachment No. 10 - September 28, 2021 Planning Commission Staff Report

RESOLUTION NO. 21-6093

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL CERTIFICATION OF THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR GENERAL PLAN AMENDMENT NO 20-03, ZONE CHANGE NO. 20-04, PRECISE PLAN NO. 20-48, TENTATIVE PARCEL MAP NO. 83444, AND DEVELOPMENT AGREEMENT NO. 21-01, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED.

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

APPLICANT: Scott Murray, Greenlaw Partners

LOCATION: 1211 E. Badillo Street

WHEREAS, there was filed with the City, a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a precise plan to:

Repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station;

Assessor's Parcel No. 8434-015-018, in the records of the Los Angeles County Assessor; and

WHEREAS, an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

WHEREAS, an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

WHEREAS, an application for a Precise Plan has been submitted for the site plan and architectural review; and

WHEREAS, an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

WHEREAS, an application for a Development Agreement has been submitted to vest applicant's rights and to provide the City commitments for enhanced community benefits; and

WHEREAS, the proposed project is considered a “project” pursuant to the terms of the California Environmental Quality Act (CEQA); and

WHEREAS, an initial study was prepared for said project; and

WHEREAS, based upon the findings of the initial study, it was determined that the proposed project will not have a significant impact on the environment and will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Fish and Game Code; and

WHEREAS, a Mitigated Negative Declaration of Environmental Impact was prepared for the proposed project pursuant to the requirements of the California Environmental Quality Act of 1970, as amended, and mitigation measures are included in said Negative Declaration in support of the finding that there will not be a significant effect on the environment as a result of this project.

WHEREAS, the Planning Commission, upon giving the required notice, on September 28, 2021 and October 4, 2021 did conduct a duly advertised public hearing to consider the subject application, at which time the Planning Commission adopted a resolution approving the Mitigated Negative Declaration; and

NOW, THEREFORE, the Planning Commission of the City of West Covina does hereby resolve as follows:

1. After receiving and considering all determinations, studies, documents, and recommendations, as well as other appropriate public comments, the Planning Commission of the City of West Covina recommends that the City Council certify the Mitigated Negative Declaration of Environmental Impact, subject to compliance with the mitigation measures that are recommended in the Mitigated Negative Declaration of Environmental Impact as set forth in Exhibit A.
2. Non-compliance with the aforementioned mitigation measures as by the monitoring department/agency and any measures taken to correct said non-compliance shall be immediately reported to the Planning Department on the City of West Covina Monitoring Checklist Form.
3. The applicant agrees to implement the aforementioned mitigation measures and monitoring or reporting requirements.
4. Failure to comply with any aforementioned mitigation measures and/or monitoring or reporting requirements will result in a written notice of violation from the City to the applicant at which time the City may order that all or a portion of pre-construction, construction, post-construction activity or project implementation must cease until compliance is reached.

5. The California Environmental Quality Act (CEQA) and State and local guidelines, rules, regulations, and procedures adopted pursuant thereto permits the City of West Covina to impose any fees or charges associated with implementing the above monitoring program upon the applicant.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATE: October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales
Secretary Planning Commission

EXHIBIT A

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND MITIGATION MONITORING AND REPORTING PROGRAM

**Mitigation Monitoring & Reporting Program
Initial Study / Mitigated Negative Declaration
Amazon Delivery Station DAX9 Project**

**(GPA No. 20-3, ZC No. 20-04, PP 20-008)
SCH No. 2021070230**

City of West Covina
Planning Division
1444 West Garvey Avenue South
West Covina, CA 91790
Contact: Jo-Anne Burns, Planning Manager
Email: jburns@westcovina.gov
Phone: (626) 939-8761

September 16, 2021

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Acronym List

The following acronyms are used in the Mitigation Monitoring and Reporting Matrix:

A

AES	Aesthetics
AQ	Air Quality

B

BIO	Biological Resources
BMP	Best Management Practice

C

CALGreen	Green Building Standards Code
CalOSHA	California Occupational Safety and Health Administration
CBC	California Building Code
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
City	City of West Covina
Council	City of West Covina City Council
CUL	Cultural Resources

D

DIF	Development Impact Fee
DTSC	Department of Toxic Substances Control

E

ENE	Energy
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G

GEO	Geology and Soils
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H

HAZ	Hazards and Hazardous Materials
HYD	Hydrology and Water Quality

I

I	Interstate
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L

LACSD	Los Angeles County Sanitation District
LID	Low-Impact Development

M

MBTA	Migratory Bird Treaty Act
MLD	Most Likely Descendent
MMRP	Mitigation Monitoring and Reporting Program

N

NAHC	Native American Heritage Commission
NOI	NOI
NPDES	National Pollutant Discharge Elimination System

P

PRD	Permit Registration Document
PS	Public Services

R

ROW	Right-of-Way
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S

SUSMP	Standard Urban Stormwater Mitigation Plan
SWPPP	Storm Water Pollution Prevention Plan

T

TCR	Tribal Cultural Resources
TRA	Transportation

U

UTL	Utilities and Service Systems
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MITIGATION MONITORING AND REPORTING PROGRAM

1. INTRODUCTION

In accordance with the requirements of Section 21081.6 of the *California Public Resources Code*, and as part of its certification of the adequacy of Final Mitigated Negative Declaration (Final MND) for the Amazon Delivery Station DAX9 Project (Project), the City Council (Council) of the City of West Covina (City) adopts the following Mitigation Monitoring and Reporting Program (MMRP). The Council adopts this MMRP in its capacity as the lead agency for the Final MND in accordance with the provisions of the California Environmental Quality Act (CEQA) (*California Public Resources Code* Section 21000 et seq.), the State CEQA Guidelines (*California Code of Regulations*, Title 14, Section 15000 et seq.), and the City of West Covina Monitoring Requirements.

2. MITIGATION MONITORING PROCEDURES

The principal purpose of the MMRP is to ensure that the Council-approved mitigation measures and development requirements for the adopted Project are reported and monitored to ensure compliance with the measures' requirements. In general, City of West Covina, Community Development Department is responsible for overseeing implementation and completion of the adopted measures. This includes the review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the attached MMRP Table. However, the City Council retains overall responsibility for verifying implementation of all adopted mitigation measures.

3. MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP is provided in tabular format to facilitate effective tracking and documentation of the status of mitigation measures regulatory requirements. The attached MMRP Table provides the following monitoring information:

- **Regulatory Requirements.** All adopted regulatory requirements for the Project from the Final MND are included.
- **Mitigation Measures.** All adopted mitigation measures for the Project from the Final MND are included.
- **Responsible for Implementation.** The Project Applicant or designated representative is the responsible party for implementing the mitigation measures and regulatory requirements, and the City of West Covina or a designated representative is responsible for monitoring implementation of the mitigation measures and regulatory requirements, unless noted differently.
- **Timing of Mitigation Measures and Regulatory Requirements.** A time frame is provided for performance of the mitigation measures and regulatory requirements, and the specific action deadline is designed to ensure that impact-related components do not proceed without establishing that the mitigation measure or regulatory requirement is implemented.
- **Responsibility for Monitoring.** The City Department(s) or other public agency(ies) responsible for overseeing the implementation and completion of mitigation measures and regulatory requirements is listed.
- **Completion Date.** The dates the mitigation measures and regulatory requirements are completed are to be filled in by the approving/verifying authority at a later date. Upon

completion, the MMRP and associated documentation will be kept on file at the City of West Covina Community Development Department, Planning Division.

4. PROJECT LOCATION

The approximate 21.22-acre Project site is in the City of West Covina, in Los Angeles County, California. The site is located at 1211 East Badillo Street (current address), Badillo Road and south of East San Bernardino Road. The Project Applicant is proposing to change the building address to 1200 West San Bernardino Road. The site is located within the northern portion of the City and is approximately 1.0 mile north of Interstate 10 (I-10) Freeway, which provides regional access. Local access to the site is provided via east-west routes by San Bernardino Road and Badillo Street.

5. PROJECT DESCRIPTION SUMMARY

Amazon Inc., through its development partner, Greenlaw Partners, is seeking to locate in the City of West Covina (City) and repurpose the proposed Project site for a last mile delivery station. Delivery stations power the last mile of the order fulfillment process and help to speed up deliveries for customers. Packages are transported to delivery stations via trailer trucks (18 wheelers) from Amazon fulfillment and sortation centers and are sorted, picked, and loaded into delivery vehicles. The packages would (1) enter the facility through the loading dock positions; (2) be sorted from a conveyor area; (3) be stored on mobile “Baker Racks”; and (4) be rolled to the delivery van loading area.

The proposed Project involves the revitalization and modernization of the existing on-site building. The footprint for the structure would not change. The proposed building improvements on-site include demolition of portions of the tilt up walls for proposed dock door openings, as well as existing non-load bearing walls, plumbing, electrical, an existing mezzanine, and existing storefront for new roll up drive in/drive out doors. Eight new loading dock spaces/doors (at a higher height than existing doors and six new exterior overhead van doors (north and south elevations) would be installed. Construction work would include structural improvements, electrical, mechanical, plumbing, and overall site work. Two 12-foot high screen walls would be constructed, one south of the approach driveway and adjacent to the loading dock area (525 feet including a 26-foot wide gate) and one north of the loading dock area (271.9 feet including a 26-foot wide gate). The material for the 12-foot high walls includes a standard Concrete Masonry Unit, which is to be painted a matching color to the main building.

Interior modifications would include demolition of interior walls. Exterior property work would include removal of the playground area, pavement restriping, new directional striping and reconfiguration of the parking layouts, new smoker shelter at the north/east corner of the building, a new rideshare shelter, standard site directional and operational signage, and building mounted signage.

Other proposed modifications/improvements include relocation of existing on-site fire hydrants, and installation of platforms that are to be constructed at the truck court. New site fencing and gates would be located around the employee parking area on the west side of the building and no new fencing or gates would be installed around the perimeter of the site. Curb repair is also proposed, as well regrading for the van exit location at East San Bernardino Road in order to fix existing drainage low spots. This would include construction of new low impact development (LID) Stormwater Treatment Best Management Practices (BMPs) on the north side of the existing building. Additionally, all existing light poles would be removed and new fixtures, pole bases, light poles, and building mounted lighting would be installed in accordance with City lighting requirements and illumination standards.

The landscape design is proposed to bring the site into closer conformance with the State's Water Efficient Landscape Ordinance (WELo). Renovation of the site would include removal of high-water use, trees, and shrubs. The proposed new landscape plant pallet includes a mix of drought tolerant shrubs, grasses, and ground cover, as well as a variety of shade trees to be used throughout the parking area and around the perimeter of the site. The new irrigation would adhere to the requirements found in WELo and the City's landscape and irrigation guidelines for commercial and industrial properties.

Existing parking areas would be restriped, and barriers would be erected to separate truck traffic from passenger traffic beyond the westernmost driveway to East San Bernardino Road. A total of 811 parking spaces would be provided — 185 for passenger vehicles and 626 for vans. Eight loading docks are to be located on the west side of the building and a hardscape (or partially paved) courtyard on the east side of the building would be converted to stage delivery vehicles prior to entering the south side of the building for loading.

5.1 Construction Program

Property improvement activities are anticipated to occur over a 5- to 6-month timeframe and take place 5 days a week, in accordance with the City's permitted hours of operation.

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
AESTHETICS				
Regulatory Requirements				
RR AES-1 Project design would be required to comply with Section 26-26-542, Manufacturing (M-14) Zone, of the West Covina Municipal Code. The City shall review and approve the Project's design and operational plans, with consideration to elements including, but not limited to, orientation of buildings and uses, air quality, parking, traffic generation, noise/vibration, glare, and landscaping.	Project Applicant/ Developer	Design review	City Planning Department	
RR AES-2 Exterior lighting for the Project shall be designed and constructed in compliance with Section 26.519, Lighting, of the West Covina Municipal Code.	Project Applicant/ Developer	Design review	City Public Works, Building and Safety Services Department	
AIR QUALITY				
Regulatory Requirements				
RR AQ-1 All construction activities shall be conducted in compliance with South Coast Air Quality Management District's Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance. Contractor compliance with Rule 403 requirements shall be mandated in the contractor's specifications.	Project Contractor	During construction	City Public Works, Building and Safety Services Department	
RR AQ-2 All construction activities shall be conducted in compliance with South Coast Air Quality Management District Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property".	Project Contractor	During construction	City Public Works, Building and Safety Services Department	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
BIOLOGICAL RESOURCES				
Regulatory Requirements				
RR BIO-1 The proposed on-site and off-site trees shall be planted, preserved, removed, replaced and/or maintained in accordance with Chapter 26, Article XIV, Division 1, Water Efficient Landscaping, and Chapter 26, Article VI, Division 9, Preservation, Protection and Removal of Trees, of the West Covina Municipal Code.	Project Applicant/ Developer	During and after construction	City Planning Department	
Mitigation Measures				
MM BIO-1 Prior to the issuance of any grading permits, the Community Development Director or designee shall verify that the following requirements for nesting birds and preconstruction survey are completed by the Project Applicant: <ul style="list-style-type: none"> The start of site-preparation activities and subsequent construction activity initiation shall be scheduled outside of the bird nesting and breeding season (typically March 1 through August 15). If site-preparation activities start during the nesting season, a qualified Biologist shall conduct a nesting bird survey in potential bird nesting areas within 200 feet of any proposed disturbance. The survey shall be conducted no more than three days prior to the start of any ground disturbance activities. If active nests of bird species protected by the Migratory Bird Treaty Act (MBTA) and/or the California Fish and Game Code are present in the impact area or within 200 feet of the impact area, a temporary buffer shall be established a minimum of 200 feet around the nest site. This temporary buffer may be greater or lesser depending on the bird species and type of disturbance, as determined by the Biologist. Clearing and/or construction activities within buffer areas shall be postponed or halted until the 	Project Applicant/ Developer	Prior to the issuance of any grading permits	Community Development	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
nest is complete (ex. juveniles have fledged from the nest and there is no evidence of a second nesting attempt) as determined by a qualified Biologist.				
CULTURAL RESOURCES				
Regulatory Requirements				
RR CUL-1 If human remains are encountered during any Project-related ground-disturbing activities, Section 7050.5 of the California Health and Safety Code states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the California Public Resources Code. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC). The NAHC will determine and notify a Most Likely Descendent (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the Community Development Department, prior to issuance of grading permits. This measure shall be implemented to the satisfaction of the City in consultation with the County Coroner.	Project Applicant/ Developer/ Contractor	During ground disturbing activities	City Planning Department	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
Mitigation Measures				
MM CUL-1 A qualified archaeologist (the "Project Archaeologist") shall be retained prior to the start of any large scale earthwork activities related to Project construction. The Project Archaeologist shall monitor all ground-disturbing activities within the areas of native soil (i.e., below existing areas of artificial fill from previous construction). If archaeological or historical resources are encountered during implementation of any phase of the Project, the Project Archaeologist shall be allowed to temporarily divert or redirect excavation activities in the vicinity of the find in order to make an evaluation of the find.	Project Archaeologist	Prior to start of grading	City Planning Department	
ENERGY				
Regulatory Requirements				
RR ENE-1 The Project must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6) and the Title 24 Green Building Standards Code (CALGreen), (CCR, Title 24, Part 11). These standards are updated, nominally every three years, to incorporate improved energy efficiency technologies and methods.	Project Applicant/ Developer	Design phase	City Public Works, Building and Safety Services Department	
GEOLOGY AND SOILS				
Regulatory Requirements				
RR GEO-1 The Project shall be designed and constructed in compliance with the 2019 California Building Code (CBC) Design Parameters or the most current CBC adopted in the City's Municipal Code.	Project Applicant/ Developer	Design phase	City Public Works, Building and Safety Services Department	
RR GEO-2 Prior to issuance of a grading permit, the Project Applicant shall prepare an erosion control plan in compliance with City's Grading Ordinance, as approved by the City.	Project Applicant/ Developer	Prior to the issuance of a grading permit	City Public Works, Building and Safety Services Department	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
Mitigation Measures				
MM GEO-1 Site preparation and building design specifications shall follow the recommendations in the Geotechnical Study Proposed DAX9 Warehouse Improvements, 1211 Badillo Street, West Covina, California, prepared by Kleinfelder (dated November 13, 2020), as well as any additional future site specific, design-level geotechnical investigations of the Project. Site preparation and earthwork operations shall be performed in accordance with applicable codes, safety regulations and other local, State, or federal specifications.	Project Applicant/ Developer	Prior to the issuance of a grading permit	City Public Works, Building and Safety Services Department	
MM GEO-2 In the event paleontological resources are encountered during construction, ground-disturbing activity shall cease. It is recommended that a Qualified Paleontologist be retained by the Applicant to examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered. Criteria for discard of specific fossil specimens shall be made explicit. If a Qualified Paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by Project planning, then recovery may be applied. Actions may include recovering a sample of the fossiliferous material prior to construction; monitoring work and halting construction if an important fossil needs to be recovered; and/or cleaning, identifying, and cataloging specimens for curation and research purposes. The cost associated with recovery, salvage, and treatment shall be borne by the Applicant. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the Qualified Professional. Resources shall be identified and curated into an established accredited professional repository. The Qualified Professional shall have a repository	Paleontologist	During construction and ground disturbing activities	City Public Works, Building and Safety Services Department	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
agreement in hand prior to initiating recovery of the resource.				
GREENHOUSE GAS EMISSIONS				
<i>Regulatory Requirements</i>				
RR ENE-1 would be applicable.				
HAZARDS AND HAZARDOUS MATERIALS				
<i>Regulatory Requirements</i>				
RR HAZ-1 The demolition contractor shall comply with the requirements of Title 8 of the California Code of Regulations (Section 1532.1-Lead) regarding the removal of lead-based paint or other materials containing lead. The regulations set exposure limits, exposure monitoring, respiratory protection, and good working practices by workers exposed to lead. Lead-contaminated debris and other wastes shall be removed and monitored by contractors with appropriate certifications from the California Department of Health Services and disposed of in accordance with the applicable provisions of the California Health and Safety Code.	Demolition Contractor	During demolition	City Public Works, Building and Safety Services Department	
RR HAZ-2 The demolition contractor shall comply with the South Coast Air Quality Management District's (SCAQMD's) Rule 1403, which provides guidelines for the proper removal and disposal of asbestos-containing materials. In accordance with Rule 1403, prior to the demolition, renovation, rehabilitation, or alteration of structures that may contain asbestos, an asbestos survey shall be performed by a Certified Asbestos Consultant (certified by the California Occupational Safety and Health Administration [CalOSHA]) to identify building materials that contain asbestos. Removal of the asbestos shall then include prior notification of the SCAQMD and compliance with removal procedures and time schedules; asbestos handling and clean-up procedures; and storage, disposal, and landfilling requirements under Rule 1403.	Demolition Contractor/ Certified Asbestos Consultant	Prior to demolition	City Public Works, Building and Safety Services Department	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
RR HAZ-3 The demolition contractor shall comply with the California Health and Safety Code (Section 39650 et seq.) and the California Code of Regulations (Title 8, Section 1529), which prohibit emissions of asbestos from asbestos related demolition or construction activities; require medical examinations and monitoring of employees engaged in activities that could disturb asbestos; specify precautions and safe work practices that must be followed to minimize the potential for the release of asbestos fibers; and require notice to federal and local government agencies prior to beginning renovation or demolition that could disturb asbestos.	Demolition Contractor	During demolition	City Public Works, Building and Safety Services Department	
RR HAZ-4 All construction on public rights-of-way shall include the implementation of traffic control measures in accordance with the West Covina Municipal Code Chapter 12.20, Street Excavation, and Chapter 19, Article X, Section 19-302, Standard Specifications for Public Works Construction, which adopts the Greenbook by reference.	Contractor	During construction	City Public Works, Building and Safety Services Department	
Mitigation Measures				
MM HAZ-1 Prior to grading and building permit approval, additional soil vapor sampling shall be performed in order to verify current vapor levels on the Project site. Sampling shall be completed according to Advisory Active Soil Gas Investigations (DTSC et. al. 2015) and results shall be compared to appropriate risk-based screening levels. If concentrations are below screening levels, no further mitigation is required. If concentrations are above screening levels, other actions shall be developed in consultation with appropriate regulatory agencies in order to reduce screening to appropriate levels.	Project Applicant/ Developer	Prior to the issuance of a grading and building permit	City Public Works, Building and Safety Services Department	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
HYDROLOGY AND WATER QUALITY				
<i>Regulatory Requirements</i>				
RR HYD-1 Prior to demolition and construction activities on the site, the Contractor shall prepare and file a Permit Registration Document (PRD) with the State Water Resources Control Board in order to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No 2009-009-DWQ, NPDES No. CAS000002) or the latest approved Construction General Permit. The PRD shall consist of a Notice of Intent (NOI); a Risk Assessment; a Site Map; a Storm Water Pollution Prevention Plan (SWPPP); an annual fee; and a signed certification statement. Pursuant to permit requirements, the Project Applicant/Developer shall implement the Best Management Practices (BMPs) in the SWPPP to reduce or eliminate construction-related pollutants in site runoff. The BMPs shall be implemented during all demolition and construction activities on the site.	Contractor	Prior to demolition and construction	City Public Works, Building and Safety Services Department	
RR HYD-2 In accordance with Section 9.36, Control of Pollutants from New Developments/Redevelopment Projects, of the West Covina Municipal Code, the Project shall be constructed and operated in accordance with the standard urban stormwater mitigation plan (SUSMP) prepared for the Project and approved by the City.	Project Applicant/Developer	During construction and operation	City Public Works, Building and Safety Services Department	
PUBLIC SERVICES				
<i>Regulatory Requirements</i>				
RR PS-1 The Project shall be designed and constructed in accordance with applicable regulations in Chapter 10, Fire Prevention and Protection, of the City of West Covina Municipal Code.	Project Applicant/Developer	Design phase	City Planning Department	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
RR PS-2 Pursuant to Chapter 17, Article IV, Development Impact Fees of the City's Municipal Code, prior to issuance of each building permit, the Project Applicant shall be responsible for payment of the City's Development Impact Fees (DIFs) including police facilities, fire facilities, park facilities, administration facilities, and public works facilities, as appropriate and in amounts established by City Council Resolution. The fees paid shall be those in effect at the time of issuance of the building permit, subject to applicable fee credits for community facilities provided as part of the Project.	Project Applicant/ Developer	Prior to issuance of a building permit	City Planning Department and West Covina Fire and Police Departments and City Public Works, Building and Safety Services Department	
RR PS-3 The Project Applicant shall pay the applicable school development fee to the West Covina Unified School District, in accordance with Section 17620 of the California Education Code.	Project Applicant/ Developer	Prior to issuance of a building permit	City Planning Department West Covina Unified School District	
RR PS-4 The Project Applicant shall pay the applicable park fee, in accordance with Chapter 26, Article VI, Section 2620 for the purpose of park and recreational facilities.	Project Applicant/ Developer	Prior to issuance of a building permit	City Planning Department	
RECREATION				
Regulatory Requirements				
RR PS-2 would be applicable.				
TRANSPORTATION				
Regulatory Requirements				
RR TRA-1 All trucks used during demolition and construction and during long-term occupancy of the Project shall use designated truck routes, in compliance with Chapter 22, Division 5, Truck Routes, of the West Covina Municipal Code.	Project Applicant/ Developer	During demolition, construction, and occupancy	City Public Works, Traffic and Lighting Section	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
RR TRA-2 The Project shall be designed and constructed to provide adequate sight distance for drivers at all entrances and exits (driveways), drive aisles, and roadways, per West Covina Municipal Code Section 22.8, Obstruction to Visibility at Intersections or Driveways.	Project Applicant/ Developer	Design phase	City Public Works, Traffic and Lighting Section	
Mitigation Measures				
MM TRA-1 As determined by the Traffic Study Dated June 22, 2021, a new traffic signal shall be installed at the intersection of Cutter Way and Project Driveway #7. A signal and striping plan shall be submitted and approved by the City of Covina (since San Bernardino road is within City of Covina ROW). The plan shall also be submitted to the cities of West Covina and Covina for concurrence on the Signal Plan as well as the Signing and Striping Plans for San Bernardino Road.	Project Applicant/ Developer	During final engineering	City of Covina And City of West Covina Public Works, Traffic and Lighting Section	
MM TRA-2 All vegetation located along driveways on Badillo Street needs to provide a clear line of sight for exiting vehicles. All newly installed landscaping shall be lower than 3.5 feet in height on both sides of each driveway.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	
MM TRA-3 New red curbs are required to provide clear line of sight for driveways along Badillo Avenue. The Red Curbs are to be shown on all submitted plans to the City for Approval. The amount of red curb (in feet) is to be determined by applicant's engineer based on Line of Sight Calculations.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	
MM TRA-4 The signal and striping plan shall accommodate left turn lanes/pockets on both approaches of San Bernardino Road at Cutter Way to eliminate sight distance and safety issues for eastbound left turning vehicles whose views of the westbound vehicles may be blocked by trucks.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
MM TRA-5 A 2-way left turn lane shall be installed along the entire Project east of Cutter Way to facilitate traffic turning out of the driveways on San Bernardino Road. As there are several driveways on both sides of San Bernardino Road, the future 2 way left turn lane shall facilitate all left turns in and out of all of these driveways to improve traffic safety along this corridor.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	
MM TRA-6 The amount of new red curb on San Bernardino Road, on either side of proposed driveways in order to provide clear line of sight, shall be shown on all plans submitted to the cities of Covina and West Covina for approval. The amount of red curb (in feet) is to be determined by applicant's engineer based on Line of Sight Calculations as shown in Appendix G in the June 22, 2021 Traffic Impact Study, Figure 25.	Project Applicant/ Developer	During final engineering	City of Covina and City of West Covina Public Works, Traffic and Lighting Section	
MM TRA-7 Conceptual Striping Plan for the left turn movements into driveways 5 and 6 on San Bernardino Road shall prohibit the left turn movement into the site necessitating the installation of NO LEFT TURN signs at each driveway for westbound traffic. This requires installation of R3-2 and R5-1 signs.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	
TRIBAL CULTURAL RESOURCES				
<i>Regulatory Requirements</i>				
RR CUL-1 would be applicable.				
UTILITIES AND SERVICE SYSTEMS				
<i>Regulatory Requirements</i>				
RR UTL-1 Water service to the Project, including application for water service, service connections, water rates, fire service, and water mains, shall be constructed and provided in accordance with Chapter 23, Article III, Water, of the West Covina Municipal Code.	Project Applicant/ Developer	Prior to final design permit	City Public Works, Engineering Division	
RR UTL-2 The Project Applicant shall pay the applicable Connection Fee Program capital facilities fees to the	Project Applicant/ Developer	Prior to construction	City Public Works, Engineering Division	

**AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
Los Angeles County Sanitation District (LACSD), as authorized by the California Health and Safety Code Sections 5400 to 5474.				
RR UTL-3 The Project shall be designed and constructed with water-efficient fixtures and systems, as required by the CALGreen Code, which has been adopted by reference into Section 7-301, Adoption of Title 31 (Green Building Standards Code), of the West Covina Municipal Code.	Project Applicant/ Developer	Prior to construction	City Public Works, Engineering Division	
RR UTL-4 The Project contractor shall recycle, reuse, and/or salvage at least 65 percent of demolition and construction debris, in accordance with Section 4.408 of the CALGreen Code.	Project Applicant/ Developer	During demolition and construction	City Public Works, Maintenance Division, Environmental Services Section	

PLANNING COMMISSION

RESOLUTION NO. 21-6094

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT NO. 20-03.

GENERAL PLAN AMENDMENT NO. 20-03

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

APPLICANT: Scott Murray, Greenlaw Partners

LOCATION: 1211 W. Badillo Street (AIN: 8434-015-018)

WHEREAS, there was filed with this City a verified application on the forms prescribed for the following reclassification:

From Civic: Public Institution to Industrial on that certain property generally described as follows:

Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

WHEREAS, local governments are authorized by Government Code section 65350 et seq., to amend the general plan; and

WHEREAS, the proposed Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

WHEREAS, consistent with this request, the applicant has also requested the approval of a new Precise Plan (No. 20-08) to allow for the development of an Amazon Delivery Station; and

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

WHEREAS, studies and investigations made by the Planning Commission and in its behalf reveal the following facts:

1. The City adopted a new General Plan on December 20, 2016. The General Plan Land Use Maps were amended in November 7, 2017, November 5, 2019, May 4, 2021, and July 20, 2021.
2. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.
3. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.
4. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.
5. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.
6. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).
7. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits.
8. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

NOW, THEREFORE, the Planning Commission of the City of West Covina, California, does resolve as follows:

SECTION NO. 1: Based on the evidence presented General Plan Amendment No. 20-03 is found to be consistent with the City's General Plan (as amended) and the land uses permitted within said zone classification.

SECTION NO. 2: The Planning Commission does hereby recommend to the City Council that it approve General Plan Amendment No. 20-03, redesignating the subject property from "Civic: Public Institution to Industrial" as set forth on Exhibit A and amending the Land Use Map of the City of West Covina.

SECTION NO. 3: The Secretary is instructed to forward a copy of this Resolution to the City Council for its attention in the manner prescribed by law.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

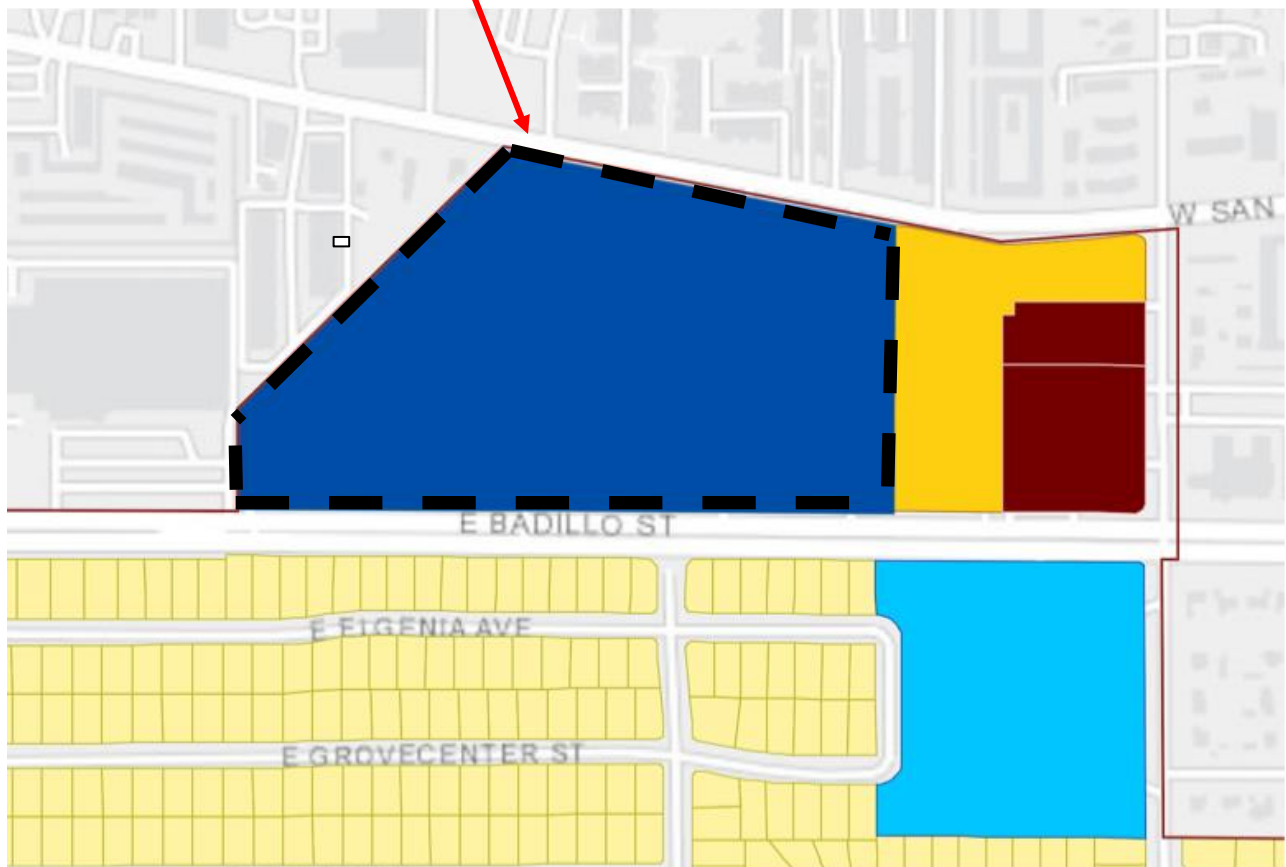
DATE: October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales
Secretary Planning Commission

EXHIBIT A

Subject Property: Civic: Public Institution
1211 E. Badillo Street



*Indicates the area to be changed from “Civic: Public Institution” to
“Industrial (I)”*

PLANNING COMMISSION

RESOLUTION NO. 21-6095

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF ZONE CHANGE NO. 20-04

ZONE CHANGE NO. 20-04

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

APPLICANT: Scott Murray, Greenlaw Partners

LOCATION: 1211 E. Badillo Street (AIN: 8434-015-018)

WHEREAS, there was filed with this City a verified application on the forms prescribed in Section 26-153 and 26-199 of the West Covina Municipal Code, for the following reclassification:

From SP-11: Faith Community Church to Manufacturing (M-1), on that certain property generally described as follows:

Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

WHEREAS, the Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

WHEREAS, consistent with the request, the applicant has also requested a General Plan Amendment (No. 20-03) to amend the designation of the Land Use Element on the subject property from "Civic: Public Institution to Industrial;" and

WHEREAS, consistent with this request, the applicant has also requested the approval of Precise Plan 20-08, which would allow for the development of an Amazon Delivery Station on the site; and

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

WHEREAS, studies and investigations made by the Planning Commission and in its behalf reveal the following facts:

1. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.
2. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.
3. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.
4. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.
5. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).
6. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits..

Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

NOW, THEREFORE, the Planning Commission of the City of West Covina, California, does resolve as follows:

SECTION NO. 1: Based on the evidence presented Zone Change No. 20-04 is found to be consistent with the City's General Plan (as amended) and the land uses permitted within said zone classification.

SECTION NO. 2: The Planning Commission does hereby recommend to the City Council that it approve Zone Change No. 20-04, changing the zoning designation for subject property as set forth on Exhibit A and amending the Zoning Map of the City of West Covina.

SECTION NO. 3: The Secretary is instructed to forward a copy of this Resolution to the City Council for its attention in the manner prescribed by law.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATE: October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales
Secretary Planning Commission

**Subject Property: SP-11:Faith Community Church
1211 E. Badillo Street**



Indicates the area to be changed from “SP-11: Faith Community Church to Manufacturing (M-1)”

PLANNING COMMISSION

RESOLUTION NO. 21-6096

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE PRECISE PLAN NO. 20-08 AND TREE REMOVAL PERMIT NO. 21-12 AT 1211 E. BADILLO STREET

PRECISE PLAN NO. 20-08

TREE REMOVAL PERMIT NO. 21-12

MITIGATED NEGATIVE DECLARATION (MND)

APPLICANT: Scott Murray, Greenlaw Partners

LOCATION: 1211 E. Badillo Street

WHEREAS there was filed with the City, a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a precise plan and tree removal permit:

Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site; and

WHEREAS, a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

WHEREAS, the Planning Commission upon giving the required notice did on the September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing as prescribed by law to consider said application.

WHEREAS, studies and investigations made by this Commission and on its behalf reveal the following facts:

1. The applicant is requesting approval of a precise plan, general plan amendment, zone change, parcel map, tree removal permit and development agreement to repurpose an existing 177,440 square foot building and parking lot on a 21.22 acre site for use as an Amazon Delivery Station. The project includes a general plan amendment to change the land use designation from Civic: Public Institution to Industrial, a zone change to change the land use designation from SP-11: Faith Community Church to Manufacturing (M-1), a parcel map to combine two existing lots, a tree removal permit to remove significant trees on-site, and a Development Agreement.
2. Appropriate findings for approval of a precise plan of design are as follows:
 - a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.
 - b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provision of the Municipal Code.
 - c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.
 - d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.
 - e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.
3. Based on the analysis and substantial evidence presented in the Mitigated Negative Declaration, the City has determined there are no significant environmental impacts resulting from the proposed project.; and

NOW, THEREFORE, the Planning Commission of the City of West Covina does resolve as follows:

1. On the basis of the evidence presented, both oral and documentary, the Planning Commission makes the following findings:

a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.

The City's General Plan Land Use Element designates the subject property for Civic: Public Institution. The proposed land use designation is Industrial. The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will allow the property to be sold for use as an Amazon Delivery Station and the City receive additional property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

The project is consistent with the following General Plan policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our Prosperous Community P2.8 Build economic development capacity

b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provisions of the Municipal Code.

The project includes a request for a Zone Change (No. 20-3) from SP-11 – Faith Community Church to Manufacturing (M-1). The proposed project will revitalize and modernize an existing 177,440 square foot building and make improvements to an existing parking lot that surrounds the building on three sides. New light standards with house shields to prevent lighting spill over to adjacent properties including the residential units to the east are proposed. In addition, new water efficient landscaping is proposed.

As proposed and conditioned, the project will comply with all development standards within the Manufacturing zone including landscape setbacks from adjacent residential uses, lighting, building height, setbacks, and parking.

c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.

The proposed project will repurpose an existing building and parking lot for use as an Amazon Delivery Station. The existing 177,440 square foot building is located in the center of a 21.22 acre site. Residential uses are located north, south, and east of the site. The residential uses located north and south of the site are separated from the property by Badillo Street or San Bernardino Road which are 4-lane streets which will help minimize noise from the facility. In addition, the project includes the construction of two 12 foot high walls around the loading dock area located on the west side of the property to minimize sound to the surrounding properties.

The residential units located to the east of the site directly abuts one of the parking lots for the facility. This parking lot will be utilized for delivery van storage as well as a staging area where the vans stage before moving inside the building to load. A 6 foot wide landscape planter will be maintained along the east property line and new screen trees will be added to fill in any gaps in the existing landscape screen on the adjacent property.

The Mitigated Negative Declaration prepared for the project studied both traffic noise and on-site operational noise sources such as back-up alarms and determined no significant environmental impact would occur. The project as designed and conditioned will be compatible with the uses within the vicinity and would not be detrimental to the public interest, health, safety, and general welfare and would not unreasonably interfere with the use and enjoyment of property.

d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The project is an infill development and is located within an urbanized area where utility connections are readily available.

e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.

The proposed project will revitalize and modernize an existing building and make improvements to an existing parking lot. All aspects of the site development are compatible with the existing and future land uses and do not interfere with orderly

development in the vicinity. All site improvements and the proposed landscaping and will enhance the overall appearance of the site.

2. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, Precise Plan No. 20-08 is recommended for approval subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Community Development Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued.
3. That the precise plan shall not be effective for any purpose until the applicant (or a duly authorized representative) has filed at the office of the Community Development Director, his affidavit stating he is aware of, and accepts, all conditions of this precise plan as set forth below. Additionally, no permits shall be issued until the applicant (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.
4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.
5. That the approval of the precise plan is subject to approval of General Plan Amendment No. No. 20-03, Zone Change No. 20-04, Parcel Map No. 08344, Tree Removal Permit, and Development Agreement and the following conditions:

PLANNING DIVISION

- a. The project shall comply with plans reviewed by the Planning Commission on September 28, 2021.
- b. These conditions of approval shall be printed on or attached to the working drawings submitted to the Building Division for approval.
- c. The project shall comply with all applicable standards of the West Covina Municipal Code.
- d. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.
- e. The approved use shall be in compliance with the Noise Ordinance (Chapter 15).
- f. This approval shall become null and void if the building permit is not obtained within two (2) years of the date of this approval.

- g. The applicant shall sign an affidavit accepting all conditions of this approval.
- h. That any proposed change to the approved plans be reviewed by the Planning Division, Engineering Division, Building Division, and Fire and Police Departments and that the written authorization of the Community Development Director shall be obtained prior to implementation.
- i. Graffiti-resistant coatings shall be used on all walls, fences, sign structures or similar structures to assist in deterring graffiti.
- j. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.
- k. All outstanding fees will be due at the time of building permit issuance.
- l. This approval does not include approval of signs; a separate sign permit shall be obtained. All signs shall be required to comply with the City of West Covina Sign Code.
- m. All approved materials and colors shall be clearly indicated on the plans.
- n. All new ground-mounted, wall-mounted and/or roof-mounted equipment shall be screened from all views, in a manner that is architecturally compatible with the main building. Plans and elevations indicating the type of equipment and method of concealment shall be submitted to the Community Development Director for review and approval prior to the issuance of building permits.
- o. The location of new electrical transformers, vaults, antennas, mechanical and all other equipment not indicated on the approved plans must be approved by the Community Development Director prior to the issuance of building permit. Provide construction details prior to issuance of a building permit.
- p. An outdoor lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the Planning Division and the City Engineer.
- q. All parking areas shall comply with requirements of the Parking Lot Design and Lighting standards.
- r. The paved areas at the site shall be maintained clean and free of oil stains. All paved areas shall be pressure washed as needed to maintain the site in a clean and orderly manner.

- s. That prior to final building permit approval, a detailed landscape and irrigation plan in compliance with AB 1881 and executive order 13-29-15 shall be submitted for all planted areas to be affected by project. Plans shall include type, size and quantity of landscape materials and irrigation equipment. All vegetation areas shall be automatically irrigated, and a detailed watering program and water budget shall be provided. All damaged vegetation shall be replaced, and the site shall be kept free of diseased or dead plant materials and litter at all times
- t. Comply with all requirements of the “Art in Public Places” ordinance (WCMC Chapter 17), prior to the issuance of building permits. Artwork shall be installed or required fee paid prior to issuance of Certificate of Occupancy.
- u. All trees shall be indicated on the grading plan, including trees on, or near the property line on adjacent properties. The trees shall be marked as to whether they will be preserved or removed. Trees that are preserved should not be topped but should be pruned to preserve their natural form.
- v. Any sidewalk, hardscape or parking facility, with potholes, broken, raised or depressed sections, large cracks, mud and/or dust, accumulation of loose material, faded or illegible pavement striping, or other deterioration shall be repaired.
- w. Prior to requesting a final inspection, the Planning Division shall inspect the development.
- x. All new utilities shall be placed underground prior to issuance of Certificate of Occupancy per WCMC 23-273.
- y. The applicant shall execute an indemnity agreement, in a form provided by the City and approved by the City Attorney, indemnifying the City against any and all actions brought against the City in connection with the approvals set forth herein.
- z. All approved materials and colors shall be clearly indicated on the plans.
- aa. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to final approval, (if building permits have not been obtained) you are urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.
- bb. Comply with all applicable mitigation measures listed in the Amazon Delivery Station DAX9 Project Mitigation Monitoring and Reporting Program Initial study and Mitigated Negative declaration.

- cc. Rooftop mechanical equipment shall be screened in such a way to visually integrate with the building utilizing architectural screening or raised parapets.
- dd. All outdoor trash areas shall be screened on all sides from public view by a minimum 5'6" high decorative block wall with a gate constructed of durable materials per the standard Engineering Division plans. If the trash enclosure is visible from the public right-of-way, an architectural cover shall be required. An architectural cover is required and the approval of construction details by the Building Division is required prior to construction.
- ee. The project shall pay Development Impact Fees of \$1.54 per square foot (or current fee) prior to Building permit issuance.

ENGINEERING DIVISION

- gg. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- hh. The building shall be addressed and an application to assign address shall be filed with Engineering Division prior to plan check submittal.
- ii. Remove and replace broken and off-grade sidewalk per SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee.
- jj. Remove and replace broken and off-grade curb and gutter per SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.
- kk. The approved building address(es) shall be painted on the curb to the City's standards as required by the Public Works Inspector before final inspection.
- ll. Relocate water meter from the sidewalk as directed by the City Engineer or his/her designee.
- mm. If required, install new street lights to match existing street light standards in the street block per County design standards and as directed by the City Engineer or his/her designee.
- nn. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as indicated below, and as directed by the City Engineer or his/her designee:
 - Install crack seal and Type II slurry on existing AC pavement on Badillo Street, or

- Grind existing pavement to a depth of 4" and overlay new AC on San Bernardino Road, or
 - Pay an in-lieu fee equal to the estimated cost of street rehabilitation based on Los Angeles County Land Development Division Bond Calculation Sheets prior to the issuance of building permits.
- oo. Should the proposed work generate a cut into any public right of way infrastructure (street, sidewalk, driveway, curb & gutter, etc.):
- i. street paving shall be along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee.
 - ii. sidewalk reconstruction shall be in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.
 - iii. driveway apron reconstruction shall be in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.
 - iv. curb and gutter reconstruction shall be in accordance with SPPWC Standard Plan 111-5 and as directed by the City Engineer or his/her designee.
- pp. Underground all utility services to the property.
- qq. Conduct a sewer capacity study of existing sewer facilities that serve the proposed development. The developer shall either pay in-lieu fees equal to the estimated cost (based on Los Angeles County Land Development Division Bond Calculation Sheets) of the proposed development's percentage of design capacity of the existing sewer system prior to the issuance of building permits or provide sewer improvements to deficient sewer segments serving the subject property to the satisfaction of the City Engineer.
- rr. A geotechnical and soils investigation report is required including infiltration rate at stormwater BMP locations and pavement structural section recommendations, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
- a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- ss. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public

Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

- tt. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- uu. Stormwater Planning Program LID Plan Checklist (Form PC) completed by Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link
<https://www.westcovina.org/home/showdocument?id=18427>
- vv. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.
- ww. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.
- xx. Prepare a hydrology/hydraulic study of existing and proposed development per the Los Angeles County Hydrology Manual.
- yy. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any improvement measures needed as a result of findings from the traffic study shall be made at the sole cost to the property owner/developer.
- zz. Required street dedications shall include those portions of roadways contiguous to subject property be recorded in the Office of the Los Angeles County Recorder prior to the issuance of any Building Permits and/or Engineering Permits to the satisfaction of the City Engineer.
- aaa. Prior final of the building permit(s), inspection required by Public Works inspector.
- bbb. The access rights to interior lots and private streets from public roadways shall be dedicated to the City to the satisfaction of the City Engineer.
- ccc. Sidewalks (with trees in tree wells or in parkways) shall be constructed along roadways contiguous to subject property adjacent to curb or R/W line to the satisfaction of the City Engineer.
- ddd. Adequate provision shall be made for acceptance and disposal of surface drainage entering the property from adjacent areas.

- eee. Water service facilities shall be constructed to at least meet the requirements for fire flow established by the City's Fire Department and the requirements of the subsequent water purveyor/owner of the facilities.
- fff. Easements contiguous to the street right-of-way shall be granted for utility, street lighting, and traffic signing purposes to the satisfaction of the City Engineer.
- ggg. Private street improvements shall comply with Municipal Code Chapter 19, Article 8, and Planning Commission Resolution No. 2519.
- hhh. Prior to (issuance of Building Permit), all of the following requirements shall be satisfied:
 - 1. A final grading and drainage plan showing existing and proposed elevations and drainage structures (and showing existing and proposed on-site and off-site improvements) shall be submitted to and approved by the Planning Department and Engineering Division.
 - 2. Arrangements for the installation of streetlights with underground wiring shall be made with Southern California Edison Company. At the time of installation, the applicant shall provide the necessary trenching and backfill. Submit two sets of the subdivision and/or development plans to the Engineering Division, Traffic and Lighting Section, to be used for designing the street lighting system.
 - 3. A parking lot lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the City Engineer.
- iii. Provide will serve letter from the water purveyor that services the project area.

BUILDING DIVISION

- jjj. All Conditions of Approval shall appear as notes on the plans submitted for building plan check and permits.
- kkk. Building design shall comply with the 2020 County of Los Angeles Building Codes and 2019 California Green Building Standards Code and California Energy Code. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.
- lll. Separate application(s), plan check(s), and permit(s) is/are required for:

1. Tenant Improvements
2. Grading (*see Engineering Division for requirements*)
3. Demolition work
4. Retaining walls (*see Engineering Division for requirements*)
5. Required masonry or concrete perimeter walls or trash enclosures
6. Signs
7. Fire sprinkler/Alarm systems (*see Fire Department Prevention Bureau for requirements*)
8. Plumbing
9. Mechanical
10. Electrical

mmm. All tenant improvement work including package conveyor system construction shall be completed with a valid permit and in accordance with applicable Building Regulations. Final building inspection and approvals shall be completed prior to the occupancy of the building.

FIRE DEPARTMENT

nnn. Based on the preliminary information received, the required Fire Department requirements* for the above-noted project are:

1. NFPA 13 Fire Sprinkler System
2. NFPA Fire Alarm/Fire Sprinkler Monitoring System
3. NFPA 10 Fire Extinguishers
4. Maintain 20 ft. Minimum – Fire APPARATUS ACCESS ROAD
5. Fire lane identification – Signage. – Painted red curbs and striping must be completed prior to final
6. Premises identification/address numbers must be added and approved by fire code official prior to final
7. Existing or proposed gates and barricades must be provided with a gate card reader if mechanical or a KnoxBox if manual

ppp. Additional Fire Department Requirements may be set upon future review of a full set of architectural plans.

POLICE DEPARTMENT

qqq. Install CCTV surveillance within the complex at all points of ingress/egress, as well as at all of the ingress/egress points from the street since there will be so much vehicle and pedestrian traffic.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATE: October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales, Secretary
Planning Commission

PLANNING COMMISSION

RESOLUTION NO. 21-6097

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF TENTATIVE PARCEL MAP NO. 83444

TENTATIVE PARCEL MAP NO. 83444

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

APPLICANT: Scott Murray, Greenlaw Partners

LOCATION: 1211 E. Badillo Street (AIN: 8434-015-018)

WHEREAS, there was filed with this Commission a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a tentative parcel map to:

Combine two existing lots into one on that certain property described as:

Assessor's Parcel Numbers 8334-029-906, in the records of the Los Angeles County Assessor; and

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application; and

WHEREAS, a precise plan has been submitted for the approval of repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22. acre site; and

WHEREAS, studies and investigations made by this Commission and in its behalf reveal the following facts:

1. The applicant is requesting approval of a parcel map to allow two lots to be combined into one lot.
2. The proposed project includes a precise plan for repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on the 21.22 acre site.

3. Appropriate findings for approval of parcel map are as follows:

- a. That the proposed map is consistent with applicable general and specific plans.
- b. That the design or improvement of the proposed parcel map is consistent with applicable general and specific plans.
- c. That the site is physically suitable for the type of development.
- d. That the site is physically suitable for the proposed density of development.
- e. That the design of the parcel map or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.
- f. Neither the design of the parcel map nor the type of improvements are likely to cause serious public health problems.
- g. That the design of the parcel map or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.

4. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

NOW, THEREFORE, the Planning Commission of the City of West Covina does resolve as follows:

1. On the basis of the evidence presented, both oral and documentary, for Parcel Map No. 83444, the Planning Commission makes the following findings:

- a. *The proposed map is consistent with the general plan and any applicable adopted specific plans.*

An amendment to the City's General Plan land-use map to change the designation of the project site from Civic: Public Institution to Industrial to accommodate the proposed Amazon Delivery Station.

The proposed project is consistent with the following General Plan Policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our prosperous Community P2.8 Build economic development capacity

The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will allow the property to be sold for use as an Amazon Delivery Station and the City receive additional property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

- b. The design or improvement of the proposed subdivision is consistent with the general plan and applicable adopted specific plans.*

The design and improvements of the proposed parcel map and precise plan are consistent with the General Plan in that the proposed Amazon Delivery Station, as conditioned, will be compatible with the single-family and multi-family residential and commercial uses in the vicinity. The project involves changing the land use designation of the project site from Civic: Public Institution to Industrial to allow the use of the property as an Amazon Delivery Station. The project conforms to all applicable development standards in the Zoning Code.

- c. The site is physically suitable for the type of development.*

The proposed project site is 21.22 acres, flat and is physically suitable for the proposed project and adequate to accommodate the Amazon Delivery Station. The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The site is served by all necessary utilities. Appropriate mitigation measures and conditions of approval will ensure that the site is improved in a manner consistent with City standards.

- d. The site is physically suitable for the proposed density of development.*

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site will be developed in accordance with the grading and construction requirements of the West Covina Municipal Code and the City Engineer.

- e. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.*

The site consists of a 21.22-acre parcel developed with an existing 177,440 square foot building, parking and landscaping. No known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal, or migration corridors are present on site. A mitigated negative declaration was prepared for the project which included mitigation measures for biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation. All impacts would be avoided or reduced to less than significant levels after mitigation to ensure that the project will not cause substantial environmental damage or injure fish, wildlife, or their habitat.

- f. *Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems.*

The proposed map and improvements will have access to a public sanitary sewer system for the removal and disposal of wastewater and to other necessary utility services. The site will be developed in accordance with the standards of the Engineering Division, the Municipal Code, the Uniform Building Code, and other applicable requirements.

- g. *The design of the subdivision or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.*

There are no easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via San Bernardino Road and Badillo Street.

2. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the parcel map is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Community Development Director, before the use or

occupancy of the property is commenced and before the Certificate of Occupancy is issued, and the violation of any of which shall be grounds for revocation of said parcel map by the Planning Commission or City Council.

3. That the parcel map shall not be effective for any purpose until the owner of the property involved (or a duly authorized representative) has filed at the office of the Community Development Director, his affidavit stating he is aware of, and accepts, all conditions of this parcel map and precise plan, as set forth below. Additionally, no permits shall be issued until the owner of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.
4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.
5. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the Planning Commission recommends that the City Council approve Parcel Map No. 83444 subject to the following conditions:

PLANNING DIVISION

1. Comply with plans reviewed by the Planning Commission on September 28, 2021.
2. That the project complies with all requirements of the applicable standards of the West Covina Municipal Code.
3. Approval of this parcel map is contingent upon, and shall not become effective unless and until, approval of Precise Plan No. 20-08, General Plan Amendment No. 20-03, Zone Change No. 20-04, and Development Agreement No. 21-01.
4. These conditions of approval shall be printed on or attached to the working drawings submitted to the Engineering Division for approval.
5. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.
6. The applicant shall defend, indemnify, and hold harmless the City of West Covina, 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, approval of this Parcel Map. The City will promptly notify the applicant of any such claim, action or proceeding against the City and will cooperate fully in the defense.
7. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant agrees to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City,

even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with the applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.

8. That any proposed change to the approved parcel map shall be reviewed by the Planning, Public Works, Fire and Police Departments, and the written authorization of the Community Development Director shall be obtained prior to implementation.
9. The proposed parcel map shall conform to West Covina Municipal Code Chapter 20 - Subdivisions.
10. The applicant shall meet any and all monitoring or reporting requirements necessary to ensure compliance with the mitigation measures contained in the Mitigated Negative Declaration of Environmental Impact as those may be determined by the City, including, but not limited to, entering into an agreement to perform and/or for monitoring and reporting during project construction and implementation. The applicant further agrees it will cease construction of the project immediately upon written notice of a violation of such requirement and that such a provision may be part of any agreement of City and applicant.
11. The applicant shall sign an affidavit accepting all conditions of this approval.

12. ENGINEERING REQUIREMENTS

- a. A park dedication in-lieu fee shall be paid to the City of West Covina prior to issuance of a Building Permit pursuant to Section 20-40 of the Municipal Code. The estimated park fee is approximately \$21,900 [438 x (No. of lots) x \$25/sqft (unit price of a developed park)]
- b. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.
- c. A soils report is required.
- d. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.
- e. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.
- f. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

- g. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.
- h. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.
- i. Proof of Tax clearance shall be provided at the time of parcel map review submittal.
- j. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit sepia mylar of the recorded map to the City Public Works Department.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATE: October 4, 2021

Livia Becerra, Chairperson
Planning Commission

Paulina Morales
Secretary Planning Commission

**PLANNING COMMISSION
RESOLUTION NO. 21-6098**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT

DEVELOPMENT AGREEMENT NO. 21-01

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

APPLICANT: Scott Murray, Greenlaw Partners

LOCATION: 1211 E. Badillo Street

WHEREAS Scott Murray of Greenlaw Partners submitted a letter and an application requesting a development agreement under the authority of the California Government Code Section 65864 et seq. to vest applicants rights to development and to provide to the City commitments for enhanced community benefits for the following project:

Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site;

WHEREAS, an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

WHEREAS, an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

WHEREAS, an application for a Precise Plan has been submitted for the site plan and architectural review; and

WHEREAS, an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

WHEREAS, a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

WHEREAS, the Planning Commission upon giving the required notice did on September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing as prescribed by law to consider said application.

WHEREAS, studies and investigations made by this Commission and on its behalf reveal the following facts:

1. The Development Agreement will provide a clear and substantial benefits to the City and its residents. The Development Agreement proposes a total community benefit payment of \$4 million dollars (\$1 million due within 30 days after effective date of Development Agreement, \$1 million due prior to issuance of final certificate of occupancy for the tenant, and \$200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.
2. The Development Agreement complies with the requirements of the California Government Code Sections 65864-65869.5

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina does hereby resolve as follows:

SECTION NO. 1: The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION NO. 2: Based on the evidence presented, Development Agreement No. 21-01 is hereby found to be consistent with the West Covina General Plan (as amended) and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Development Agreement No. 21-01.

SECTION NO. 3: Based on the evidence presented, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approve Development Agreement No. 21-01 as shown on Exhibit “A.”

SECTION NO. 4: The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October, 2021, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

DATE: October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales, Secretary
Planning Commission

EXHIBIT A

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT

WHEREAS Scott Murray of Greenlaw Partners submitted a letter and an application requesting a development agreement under the authority of the California Government Code Section 65864 through 65869.5 to vest applicants' rights to development and to provide to the City commitments for enhanced community benefits for the following project:

Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site;

WHEREAS, an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

WHEREAS, an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

WHEREAS, an application for a Precise Plan has been submitted for the site plan and architectural review; and

WHEREAS, an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

WHEREAS, a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

WHEREAS, on September 28, 2021 and October 4, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Development Agreement No. 21-01 and approved Planning Commission Resolution No. 21-6098, recommending that the City Council approve Development Agreement No. 21-01; and

WHEREAS, on _____, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Development Agreement No. 21-01; and

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1: The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION 2: The Development Agreement is attached as Exhibit "B".

SECTION 3: Studies and investigations made by the City Council and on its behalf reveal the following facts:

1. The Development Agreement will provide a clear and substantial benefits to the City and its residents. The Development Agreement proposes a total community benefit payment of \$4 million dollars (\$1 million due within 30 days after effective date of Development Agreement, \$1 million due prior to issuance of final certificate of occupancy for the tenant, and \$200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.
2. The Development Agreement complies with the requirements of the California Government Code Sections 65864-65869.5

SECTION 4: Based on the evidence presented, Development Agreement No. 21-01 is hereby found to be consistent with the West Covina General Plan (as amended) and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Development Agreement No. 21-01.

SECTION 5: The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law. The City Clerk shall publish the adopted Ordinance pursuant to California Government Code 36933 within fifteen days of its adoption. The City Clerk shall record a copy of the Agreement pursuant to the Statute.

SECTION 6: This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I, Lisa Sherrick, Assistant City Clerk of the City of West Covina, do hereby certify the foregoing Ordinance, being Ordinance No. _____, was introduced at the _____, 2021 regular Council meeting and adopted at a regular meeting of the City Council on _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lisa Sherrick
Assistant City Clerk

EXHIBIT B

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL
TO:**

**CITY OF WEST COVINA
1444 West Garvey Avenue South
West Covina, CA91790
Attn: City Clerk**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

**DEVELOPMENT AGREEMENT NO. 21-01
REGARDING DEVELOPMENT OF THE AMAZON DELIVERY STATION
DAX9 PROJECT, WEST COVINA, CALIFORNIA**

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of the "Effective Date" set forth herein, by and among AG WEST COVINA OWNERS, LLC, a Delaware limited liability company, as the master lessor and owner of the property ("Property Owner") and the City of West Covina, a California municipal corporation ("City").

RECITALS

1. On September __, 2021, the City Council of the City of West Covina ("Council") adopted Resolution No's. _____, approving General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-08, and Tentative Parcel Map No. 21-01 (83444), and a Mitigated Negative Declaration ("MND") and Mitigation Monitoring Program pursuant to the California Environmental Quality Act (CEQA), collectively the Entitlements for the Amazon Delivery Station DAX9 Project. Resolution No's. _____ and all attachments and exhibits thereto are hereby incorporated by this reference. For purposes of this Agreement, the proposed development as approved and defined by Resolution No's. _____ is referred to herein as the "Project," and Resolution No's _____ are referred to as the "Project Approvals."
2. California Government Code Section 65864, *et seq.* (the "Development Agreement Statute") authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.
3. City and Property Owner mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.
4. On _____, _____, City adopted its Ordinance No. _____ (the "Ordinance"), thereby approving this Development Agreement among the City and Property Owner, which is effective as of _____. All of the requirements of the California Environmental Quality Act have been met with respect to the Project, Project Approvals, and this Agreement, and this Agreement is consistent with the City's General Plan.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

“City” means the City of West Covina.

“Property Owner” means AG WEST COVINA OWNERS, LLC, 18301 Von Karman, Suite 250, Irvine, CA 92612.

“Effective Date” shall mean the later of, the date the Ordinance becomes effective or, the date the Property Owner records the deed evidencing fee ownership of the Property.

“Entitlements” means General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-08, and Tentative Parcel Map No. 21-01.

“Municipal Code” means the West Covina Municipal Code, as amended from time to time.

“Ordinance” means Ordinance No._____, which approved this Agreement.

“Project” means the proposed development of the Subject Property and the Amazon Delivery Station DAX9 Project as defined in the Recitals to this Agreement by reference to Resolution____.

“Project Approvals” means Resolution No’s._____, which are also referenced in the Recitals to this Agreement.

“Subject Property” means the real property that is the subject of the Project Approvals and as legally described in Exhibit A to this Agreement.

“Term” shall have the meaning ascribed to it in Section 6 below.

Section 2. Recitals. The recitals are part of this Agreement and shall be enforceable as any other provision of this Agreement.

Section 3. Interest of Property Owner. Property Owner warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in all of the Subject Property; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of each Property Owner have been duly authorized to do so.

Section 4. Binding Effect of Agreement. Property Owner hereby subjects the Project and the Subject Property to the covenants, reservations, and restrictions as set forth in this Agreement. The City and the Property Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each Property Owner’s successors and assigns in title or interest to the Subject Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Subject Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

The City and Property Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use

of the Subject Property by Property Owner and the future occupants of the Subject Property, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted.

Section 5. Relationship of Parties. It is understood that the contractual relationship between City and Property Owner is such that City and each Property Owner are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.

Section 6. Term of Agreement. The initial term of this Agreement (the “Term”) shall commence on the Effective Date and shall expire twenty (20) years thereafter. If any litigation affecting development of the Property is filed challenging the Entitlements or this Agreement, including, but not limited to, any environmental determinations related to any of the foregoing, or challenging the validity and binding nature of this Agreement, the term of this Agreement shall be extended for the period of time such litigation is pending and Developer obligations to pay the Sales Tax In-Lieu Fee shall be tolled until the conclusion of such litigation by dismissal or entry of final judgment. Upon the conclusion of such litigation by dismissal or entry of final judgment, Developer and the City shall indicate the period of such extension by amendment to this Agreement and by recording a notice of such effect.

Section 7. Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties’ agreement, it is the City’s and Property Owner’ intent here to cure that deficiency by acknowledging and providing that Property Owner shall have the right (without obligation), subject to the provisions of this Development Agreement, to complete the Project in such order and at such rate and at such times as Property Owner deems appropriate within the exercise of their subjective business judgment.

Section 8. Transfer of Subject Property. If Property Owner should sell, mortgage, hypothecate, assign, or transfer (collectively “transfer” in this Section) the Subject Property or any portion thereof to any person or entity at any time during the Term of this Agreement, such transfer shall be deemed to include an assignment of all rights, duties and obligations created by this Development Agreement with respect to all or any portion of the Subject Property so transferred. Following not less than thirty (30) days prior, written notice to the City, the written assumption by the assignee of all of the obligations of Property Owner under this Agreement pursuant to any such transfer shall relieve Property Owner, without any act or concurrence by the City, of its legal duty to perform under this Agreement except to the extent that Property Owner is in default (subject to applicable notice and cure periods) with respect to any such obligations that accrued prior to the proposed transfer.

Section 9. General Rights, Standards and Restrictions Pertaining to Development of the Project. The following specific rights and restrictions shall apply to the use of the Subject Property pursuant to this Development Agreement:

A. Property Owner shall have the right to develop the Project on the Subject Property in accordance with the terms and conditions of the Project Approvals and this Agreement, and City shall have the right to control development of the Subject Property in accordance with the provisions of the Project Approvals and this Agreement.

B. The type, density, intensity, configuration of uses allowed, size, height, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping,

irrigation, sidewalk, and drive approaches, together with other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and this Agreement.

Section 10. Effect of City Regulations on Development of Project. Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the West Covina Municipal Code, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Project and Subject Property.

A. The provisions of this Section shall not preclude the application to the development of the Project and the Subject Property of those changes in City ordinances, regulations, plans, or specifications that are (i) specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions, (ii) required to ensure public safety and are made applicable throughout the City, or (iii) are required to ensure access under the Americans with Disabilities Act. In the event such changes prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

B. Except as provided below, the payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be in the amounts in effect at the time application is made for such approvals or permits and such amounts may increase over time.

C. City may apply to the Project any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) that become applicable to the City as a whole after the Effective Date.

Section 11. Property Owner's Obligations. In consideration of the rights and benefits Property Owner is granted under this Agreement, Property Owner agrees to provide each and every one of the community benefits set forth in this Section.

A. **Sales Tax In-Lieu Fee.** The Subject Property will be concurrently re-zoned to permit the Project's proposed use, and City and Property Owner agree that due to the fact that the Project is unlikely to generate direct sales tax revenue to the City vis-à-vis point of sale generation at the Subject Property, Property Owner shall contribute a Sales Tax In-Lieu Fee as a community benefit to compensate the City for potential lost sales tax revenue. The Project is located at 1211 East Badillo Street (current address) and involves the repurposing of a former 177,440 square foot building. Property Owner agrees to pay a total of \$4,000,000 as the total Sales Tax Fee to offset any unforeseen and unpredictable decreases in average sales tax during the term of the agreement. The Sales Tax In-Lieu Fee shall be paid in the following manner:

i. Property Owner shall pay a one-time lump sum Sales Tax In-Lieu Fee in the amount of \$1,000,000 to the City within 30 days following the Effective Date of this Agreement.

ii. Property Owner shall pay a one-time lump sum Sales Tax In-Lieu Fee in the amount of \$1,000,000 to the City prior to issuance of the Final Certificate of Occupancy for the tenant.

iii. Property Owner shall pay an annual Sales Tax In-Lieu Fee in the amount of \$200,000 per year on or before the date which is two years after the Effective Date, and thereafter

the ten annual payments shall be made on or before the anniversary of the Effective Date until a total of \$2,000,000 has been paid to the City in annual payments.

B. Operational Conditions Imposed.

- i. Per the Traffic Impact Study conducted by NV5 and the Initial Study/Mitigated Negative Declaration document, the facility shall not generate more than 914 trips per day (602 passenger vehicles, 284 delivery vans, and 28 tractor-trailer trucks). The facility operator shall retain the services of a Traffic Engineering firm on the City's list of service providers to conduct an annual 72-hour (consecutive) driveway count recording all trucks, vans, and passenger vehicles going into and out of the seven driveways serving the site (three on San Bernardino Road and four on Badillo Street). The driveway count occurrence shall take place during the calendar year of every year the development agreement is in full effect. The Driveway Count report shall be submitted directly to the City by the Traffic Engineering firm. If the operations exceed the number of allowable trips per day, City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.
- ii. The operator shall maintain a complaint hotline on a 24/7 status and shall post a publicly visible sign with the 24/7 hotline telephone number, email address, and contact person's name where complaints about the operation of the facility can be received. The operator shall maintain a written log of all complaints and actions taken in connection with the complaints and to inform complainants of the actions taken. The operator shall provide to the City within ten (10) days of receiving a written request for such information from the City a report of complaints received within the prior 6 months and actions taken in response.
- iii. Should any product delivery truck or van's California OSHA required back-up warning alarm disrupt the peaceful quality of life for adjoining residents to the property, beyond the thresholds set forth in the MND, the business operator shall diligently pursue operational changes or vehicle alarm modification to reduce and/or eliminate any disturbing noise heard by adjoining residents.
- iv. The operator shall ensure that the left turn pocket on San Bernardino Road shall not have more than one tractor-trailer truck waiting to turn on to the property in any given time. Should the left turn pocket/lane have more than one truck in queue that traffic is backed-up and becomes a problem, the operator shall diligently work with the City of Covina and West Covina to resolve the issue. The operator shall be responsible for reimbursing the impacted cities for the cost of enforcement (staff time including police officers and/or code enforcement officers). If traffic becomes an on-going issue/problem due to trucks crowding the left turn lane, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.
- v. The public and/or customers shall not be allowed to pick up packages on the site at any time.

- vi. The operator shall ensure that all individual consultants, contractors, and/or self-employed drivers maintain a City business license.
- vii. The operator shall, in good faith, purchase supplies and services from City of West Covina based businesses and request all consultants and contractors to patronize City of West Covina businesses in performing their tasks, including the purchase of fuel for delivery vans.

C. **Apprenticeship Program.** The Property Owner and/or his successor shall implement its best efforts to develop and maintain an Apprentice/Intern Program with West Covina Unified School District (West Covina High School), Covina-Valley Unified School District (South Hills High School), and Rowland Unified School District (Nogales High School) to assist high school students who may desire a career in business to learn job skills and earn at the same time.

Section 12. Timing of Property Owner's Obligations. Unless otherwise stated herein, any and all sums outlined in Section 11 shall become due and payable within 30 days of receipt of the Project's Certificate of Occupancy. Notwithstanding the above, Property Owner shall have the right to pay any and all sums outlined in Section 11 prior to the date they become due without any penalty to Property Owner.

Section 13. City's Obligations. The City shall expedite review of all plans and issuance of all permits associated with the project, including the improvements set forth in the Project Approvals. For Plans submitted prior to City Council approval, the City and Property Owner shall work together in good faith to issue permits, or provide written details of corrections necessary for the issuance of the permits within two (2) business days of the effective date of the Ordinance. For all other plans and permits submitted after City Council approval, for the project or offsite improvements required by this Agreement, the City shall conduct an expedited review process with initial review of all permit sets and issuance of any comments to the Property Owner within 8 days (2 working weeks) of submittal. The City shall issue subsequent review comments within 4 days (1 working week) of resubmittal. The issuance of any permits shall not occur until the effective date of the Ordinance. All submittals made by the developer shall note the time limits and specifically reference this Agreement and this Section

Section 14. Annual Review. In accordance with Government Code section 65865.1, the City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Developer with the terms of this Agreement. Failure of the City to conduct an annual review shall not constitute a waiver by the City or Developer to conduct a future annual review or to otherwise enforce the provisions of this Agreement, nor shall a party have or assert any defense to such enforcement by reason of any such failure. The failure of the City to undertake such review shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement.

At least ten (10) days prior to the commencement of any annual review, the City shall deliver to Developer a copy of any public staff reports and other documents to be used or relied upon in conducting the review. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance by written and oral testimony at the public hearing to be held before the City Council.

At the conclusion of the annual review, the City shall make written findings and determinations on the basis of substantial evidence, as to whether or not Developer or its successors have complied in good faith with the terms and conditions of this Agreement.

Section 15. Indemnification and Legal Challenge.

A. To the maximum extent permitted by law, Property Owner must defend, indemnify, and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Property Owner's activities in connection with the development and/or construction of the Project on the Project site, and which may arise from the direct or indirect operations of the Property Owner or those of the Property Owner's contractors, agents, tenants, employees or any other persons acting on Property Owner's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

B. In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the Entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Ordinance, or any other supporting document relating to the Project, the applicable Property Owner must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. The City shall have the right to select counsel of its choice that the Property Owner reasonably approves. The parties hereby agree to cooperate in defending such action. The City will cooperate in any such third-party challenge and will not take any position adverse to the Property Owner in connection with such third-party challenge.

C. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, the Property Owner may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

D. If any litigation results in a judgment wherein the courts order the City to reconsider any matter pertaining to this Agreement or the Entitlements, the City and Developer agree that such reconsideration shall be expeditiously performed to remedy any defects noted in the judgment. If such remedy includes the need to re-approve any or all of the Entitlements, the City agrees to expeditiously re-approve any or all of the Entitlements in a manner consistent with the requirements of the judgment and to the extent re-approval is in harmony with the spirit and intent of this Agreement, the original Entitlements, and the public welfare.

E. This Section shall survive the expiration or earlier termination of this Agreement.

Section 16. Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

Section 17. Enforcement. In the event of a default under the provisions of this Agreement by a Property Owner, City shall give written notice to the Property Owner (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within sixty (60) days after such notice is served on the Property Owner, or if not corrected within such reasonable time as may be required

to cure the breach or default if said breach or default cannot be cured within said sixty (60) days (provided that acts to cure the breach or default must be commenced within said sixty (60) days and must thereafter be diligently pursued by Property Owner), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of the Property Owner growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by the Property Owner of any provision of this Agreement, or apply for such other relief as may be appropriate.

Section 18. Event of Default. A Property Owner is in default under this Agreement upon the happening of one or more of the following events or conditions:

A. If a material warranty, representation or statement made or furnished by the Property Owner to City set forth herein or in any document incorporated by reference herein is false or proved to have been false in any material respect when it was made;

B. If a finding and determination is made by City following an annual review pursuant to this Agreement, upon the basis of substantial evidence, that the Property Owner has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as provided by this Agreement; or

C. A breach by the Property Owner of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Agreement.

Section 19. No Waiver of Remedies. City does not waive any claim of defect in performance by a Property Owner if on periodic review City does not enforce this Agreement. Nonperformance by a Property Owner shall not be excused because performance by the Property Owner of the obligations herein contained would be unprofitable, difficult, or expensive, or because of a failure of any third party or entity, other than City. Subject to the provisions of Section 19, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to each party to pursue in the event that there is a breach of this Development Agreement by the other party (subject to applicable notice and cure periods). No waiver by City or Property Owner of any breach or default under this Development Agreement by the other party shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

Section 20. City Not Liable For Damages. It is acknowledged by the parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorney's fees in accordance with this Agreement, the City shall not be liable in damages to the Property Owner, or to any assignee, transferee, or any other person, and the Property Owner covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

A. For any breach of this Agreement;

B. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;

C. Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; or

D. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their

exercise of any rights under this Agreement.

The parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of initiative and referendum, this Agreement shall be modified or suspended to the extent required by Government Code Section 65869.5 and Property Owner's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Property Owner' principal remedy shall lie in reformation of this Agreement

Section 21. Rights of Lenders Under this Agreement. Should a Property Owner place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

A. Do any act or thing required of the Property Owner under this Agreement, or cure any default of the Property Owner under this Agreement within the time limits set forth in this Agreement, and any such act or thing done or performed by Lender or cure shall be as effective as if done by Property Owner;

B. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

C. Transfer, convey or assign the title of the Property Owner to the Subject Property to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

D. Acquire and succeed to the interest of the Property Owner by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

Should any Lender require or request an amendment of this Agreement in respect of the rights and remedies granted to a Lender, City hereby agrees to consider such an amendment in good faith and in accordance with state and local law so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City in respect of a default by the Property Owner hereunder.

Section 22. Notice to Lender. City shall give written notice of any default or breach under this Agreement by Property Owner to Lender (if known by City) simultaneously with such notice of default City gives to Property Owner and afford Lender the opportunity after receipt of service of the notice to:

A. Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

B. Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

C. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be

performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

Section 23. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by a Property Owner by commencing proceedings to foreclose its encumbrance or lien on the Subject Property. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by the Property Owner unless:

A. They are commenced within thirty (30) days after service on Property Owner (and on Lender if Lender's address is provided by notice to the City pursuant this Agreement) of the notice described hereinabove;

B. They are, after having been commenced, diligently pursued in the manner required by law to completion; and Lender keeps and performs all of the terms, covenants, and conditions of this Agreement requiring the payment or expenditure of money by the Property Owner until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, or payment.

Section 24. Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Property Owner:

AG WEST COVINA OWNERS, LLC
18301 Von Karman, Suite 250
Irvine, CA 92612

To City:

City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attention: City Manager

Section 25. Attorneys' Fees. In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

Section 26. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

Section 27. Applicable Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the County of Los Angeles, California.

Section 28. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 29. Recordation. The City Clerk shall record this Agreement in the Official Records of the County Recorder of the County of Los Angeles within ten (10) business days following the Effective Date. Upon the expiration of the terms of this Agreement and the request of the Property Owner, the City will execute and deliver, in recordable form, an instrument confirming that this Agreement is terminated and of no further force or effect.

Section 30. Force Majeure. In the event that any party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, terrorism, war or other reason of similar nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing. Financial inability shall not be deemed an excuse for delay under this Section 30.

Section 31. Integrated Agreement. This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

Section 32. Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- A. Expiration of the stated Term of this Agreement as set forth in Section 6.
- B. Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- C. The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property including but not limited to, all conditions and mitigation measures imposed as part of such entitlements prior to the date of termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement.

Section 33. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

Section 34. Headings. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 35. No Third Party Rights. No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

Section 36. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Property Owner. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Project Approvals are appropriate with

respect to the implementation of this Agreement and the Project Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such changes, adjustments or clarifications, the Parties may effectuate such actions, changes, adjustments or clarifications through an operating memorandum ("Operating Memorandum") approved by the parties in writing which references this Section. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless it is required by Section 16 above. The City Manager shall be authorized, after consultation with and approval of Property Owner, to determine whether a requested adjustment, clarification or implementing action (i) may be effectuated pursuant to this Section 33 and is consistent with the intent and purpose of this Agreement and the Project Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Section 16 above. The authority to enter into such Operating Memorandum is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memorandum hereunder without further City Council action.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

CITY OF WEST COVINA,
a Municipal Corporation

Dated: _____

Letty Lopez-Viado, Mayor


ATTEST:

Lisa Sherrick
Asst. City Clerk

Approved as to form:

Thomas P. Duarte
City Attorney

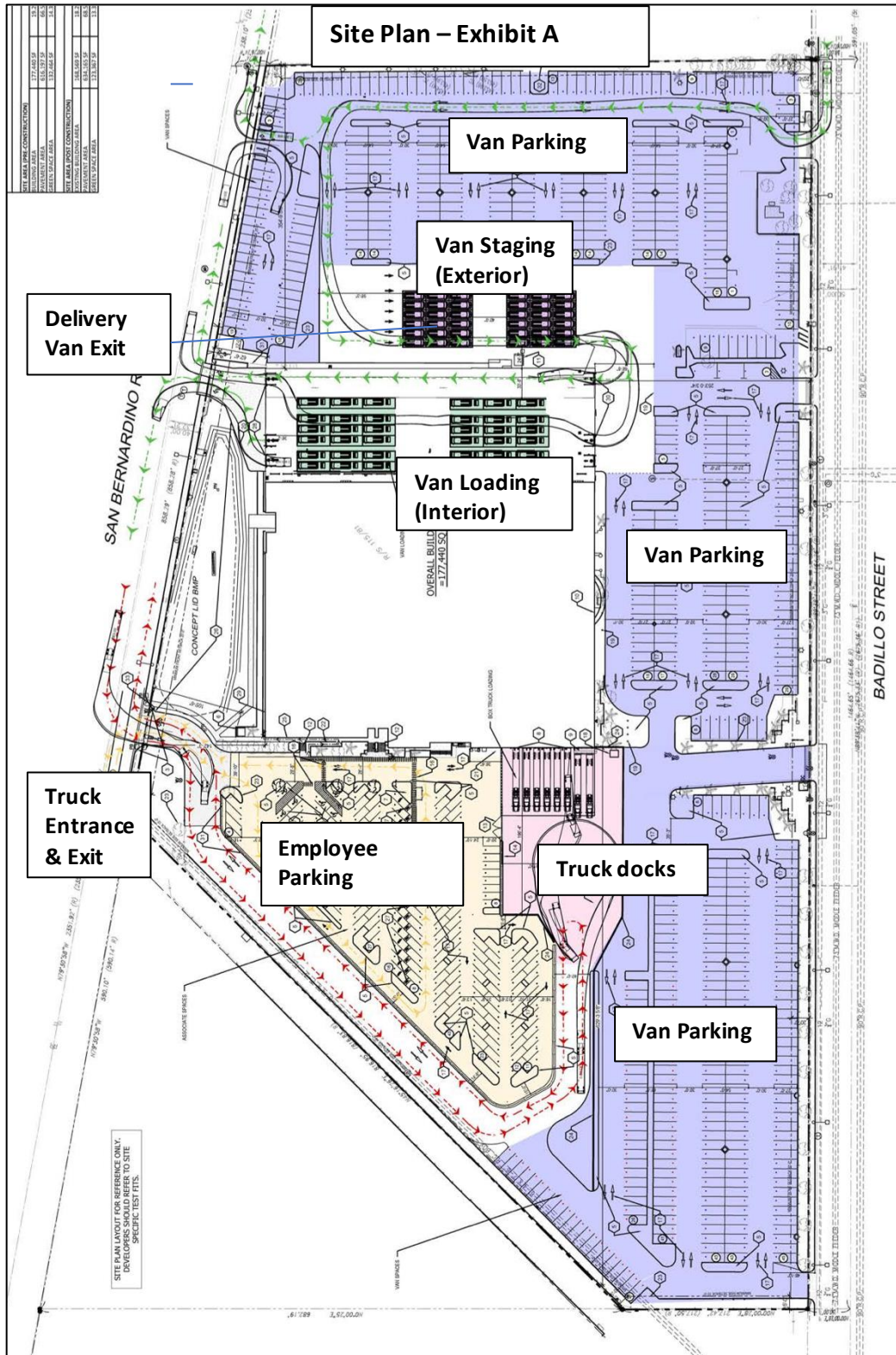
Developer: AG WEST COVINA OWNERS, LLC
18301 Von Karman, Suite 250
Irvine, CA 92612

By: _____ 

Name: Wilbur H. Smith, III

Title: Principal

Dated: 9/23/21



1211 E Badillo St, West Covina, CA
Community Outreach Update – 8/18/21

As part of Greenlaw's commitment to community outreach, the project team conducted a neighborhood walk of homes on Elgenia Ave. - those closest to the project site. An introduction letter and FAQ with site plans and images were prepared as part of this effort (attached). The objective was to meet with neighbors, answer questions, invite to the online forum and provide contact information for future dialogue. The following summarizes the neighborhood walk.

Date: Evening of Tuesday, August 10, 2021
Location: Elgenia Ave., homes adjacent to Badillo St.

Summary of Contacts

- Number of Homes on Street: 31
- Doors Knocked: 29 (2 homes had no solicitation signs, which we respected)
- Extended Conversations: 8, with 21 homes receiving project handout

Summary of Feedback

Most neighbors were either supportive of the project or indifferent. No neighbors expressed negative feedback or concerns. The most common questions were:

- Will the building change size/height? (*building size/height is not changing*)
- Are you cutting down any trees? (*trees and landscape will be added and enhanced*)
- Where will the larger trucks enter? (*San Bernardino Ave., and not Badillo St.*)

One woman, who is directly adjacent to the site, expressed strong support, saying "that's a great relief" when it was explained this would be a delivery station and not a taller building with residents that would be looking down into her backyard.

Post-walk Communication

It was important to provide multiple ways for the neighbors to reach us. So we included cell and office phone numbers, emails and a registration link for the online presentation. As of Tuesday, August 17, no calls, emails or registrations have been received.

Additional Outreach

Earlier last week, the team met with individuals from the Lark Ellen Village apartment community adjacent to the project site. These neighbors expressed strong support for the project and mentioned that many of their neighbors within the apartment community will be applying for jobs at this Amazon facility. The team also met with local businesses, including Lisa's Diner, to the west of the project site, all of which were supportive and realized the potential economic benefits of having more employees in the area, saying, "this will help recover pandemic losses." In addition to the 8/30 online presentation, we anticipate additional meetings, briefings and outreach efforts in the coming weeks. We will also be inviting all residents within the radius notification area to our 8/30 online presentation.

PLANS FOR THE BADILLO ST. PROPERTY

Badillo St. Property - TODAY



The property houses a former industrial warehouse and is occupied by Faith Church. The building hosts daily events, meetings and pre-school classes, with church services weekly.

**Join us August 30th
for an online meeting
to learn more about
plans for the property
at 1211 W. Badillo St.**

**See reverse side for
more information.**

Badillo St. Property - FUTURE



The future project will keep the existing building, while making landscape and aesthetic improvements, including adding numerous new trees.



GREENLAW

18301 Von Karman Ave Suite 250
Irvine, CA 92612

FIRST CLASS
PRESORT
U.S. POSTAGE

PAID
AMI

BC-8264

Updates on the Faith Church Property on Badillo Street

We are writing with an update on the Faith Church property located at 1211 W. Badillo St. in the city of West Covina. The church has decided to sell its property to expand and maintain their mission in the area. They selected our company, Greenlaw Partners, based on our family-owned roots, track record of success and future plans to maintain the integrity of the site.

As your future neighbors, we'd like to introduce ourselves to you and share our plans for the building. In general, the building will stay as it is today and return to a commercial use.

Join us for a virtual meeting to learn more about these plans.

Updates on the Faith Church Property on Badillo Street

Monday, August 30 | 6:30 - 7:30 p.m.

RSVP Here: <https://bit.ly/3iTsr11>

Please type in the link above carefully to register for the online forum. You may also call (714) 330-0321 or email steve@grey-comm.com to RSVP. Registration is needed to ensure you can access the online meeting.

Summary of Community Outreach for the Parcel Delivery Station Project

August 31, 2021

Over the past several weeks, Greenlaw has conducted significant public outreach to engage and inform the community about its plans for a parcel delivery station. This includes a community forum held Monday, August 30. The forum was preceded by a neighborhood walk for homes in the Elgenia Ave. neighborhood on August 10 that included an invitation to the forum, project renderings, an FAQ and comprehensive project overview. A mailer was also sent to homes around the site with project information and an invitation to the forum. Numerous individual meetings have also been held with local residents and businesses.

The following summarizes outreach efforts and results to date:

What: Community Forum

Date: Monday, August 30, 6:30-7:30 p.m.

Location: Held online to facilitate greater participation considering current circumstances

Approximately 200 invitations with project information were sent to West Covina homes within the city's notification radius. Contact information was included for residents to call or email the project team directly with questions. Additionally, the project team personally walked Elgenia Ave. to invite homeowners, answer questions and provide additional information.

In addition to the project team, there were 14 total attendees; 6 were neighbors, 2 represented the Lark Ellen Apartment community property management company, the balance were from the city or its environmental consultant.

The project team gave an approximately 40-minute overview of the project, walking through specific issues, like parking, traffic flow, noise, lighting and other anticipated concerns. The forum encouraged questions from the public; 6 questions were asked:

- What are the projected hearing dates?
- What entitlements are being requested?
- Who is the primary contact at the city?
- Will most traffic be on San Bernardino Ave?
- Will there be a wall along the Lark Ellen boundary?
- Will independent drivers use the same route as vans?

There was one phone call leading up to the meeting with a neighbor who had questions about routes within the property and potential noise impacts.

What: Neighborhood Walk

Date: Evening of Tuesday, August 10, 2021

Location: Elgenia Ave., homes adjacent to Badillo St.

Summary of Contacts

- Number of Homes on Street: 31
- Doors Knocked: 29 (2 homes had no solicitation signs, which we respected)
- Direct Conversations: 8, with 21 homes receiving project handout

Summary of Feedback

Most neighbors were either supportive of the concept or indifferent. No neighbors expressed negative feedback or concerns. The most common questions were:

- Will the building change size/height? (*building size/height is not changing*)
- Are you cutting down any trees? (*no, trees will be added*)
- Where will the larger trucks enter? (*San Bernardino Ave., and not Badillo St.*)

One woman, who is directly across from the site, expressed strong support, saying “that’s a great relief” when it was explained this would be a distribution center and not a taller building.

Post-walk Communication

It was important to provide multiple ways for neighbors to reach us. So we included cell and office phone numbers, emails and a registration link for the forum. As of Thursday, August 12, no calls, emails or registrations have been received.

Additional Outreach

The project team has also met with individuals from the Lark Ellen Village apartment community adjacent to the project site. Two of these neighbors expressed strong support for the project. One has raised questions about van routes and potential noise. The team also met with local businesses, including Lisa’s Diner, to the west of the project site, all of which were supportive and realized its potential economic benefits, saying, “this will help recover pandemic losses.” In addition to the 8/30 online forum, we anticipate additional meetings, briefings and outreach efforts in the coming weeks.

From: [Dean Navarro](#)
To: [Jo-Anne Burns](#)
Cc: [Don Lamm](#)
Subject: RE: West Covina
Date: Wednesday, September 22, 2021 8:53:50 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Jo-Anne,

On Monday, September 20th we had a discussion with the City of Covina. To my knowledge, attendance from the Covina side were Chris Marcarello (City Manager), Angel Carrillo (Asst City Manager), Brian Lee (Community Development Director) and Rafael Fajardo (City Engineer). We discussed the history of each other's involvement in this project, including the meetings we held in the past and the series of comments and requests that Covina has given us over the last few months. Notable requests that we implemented into our plan were re-aligning the northwest drive aisle with Cutter Way, as well as installing a traffic signal at Cutter Way and San Bernardino Rd. We have incorporated all of Covina's comments into our plan and we were pleased with their latest comment letter to the MND. We also discussed truck traffic on San Bernardino Road as noted in the MND, since that road is a designated truck route by Caltrans. We also offered to reimburse Covina for an analysis that studies roadway impacts. We will be continuing that conversation into next week and plan on addressing any of Covina's comments thereafter.

We are pleased with Covina's responsiveness and professionalism towards our project. We look forward to working with them to make sure we are good neighbors.

Thanks,

Dean Navarro

Greenlaw Partners
18301 Von Karman Ave
Suite 250
Irvine, CA 92612
D (949) 331-1346
M (949) 573-1915



From: [Alisa Sokel](#)
To: [Letty Lopez-Viado](#); [Jo-Anne Burns](#)
Subject: AMAZON PROJECT DEVELOPMENT
Date: Sunday, August 15, 2021 7:51:05 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

My name is Alisa Sokel and I am West Covina resident. I would like to express my support for Amazon warehouse coming into our neighborhood.

I actually live next door, in Lark Ellen Village Apartments. Some of my neighbors are concerned about noise pollution and traffic congestion. But we got a chance to talk to developers briefly and their plan is well thought of and organized in a way where those disruption would be minimal.

Even if noise pollution and traffic jam rise, the benefits out way the cons of this project.

In these uncertain times, people need jobs. Desperately. Unemployment rate has to go down. Our local businesses, like Lisa's Coffee Shop, could use a boost! It's been rough... and above all, let's think about tax revenue. City could use it for sure! We all need it...

Thank you for taking the time and reading this email.

If you have any more questions, please do not hesitate to contact me, or my husband at any time.

Lalo Tobias
Alisa Sokel
Thank you for your time once again.

[Sent from Yahoo Mail on Android](#)

From: [Martin Espinosa](#)
To: [Jo-Anne Burns](#)
Subject: 09-20-21 Amazon Prime Truck In Red Zone
Date: Tuesday, September 21, 2021 7:46:58 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jo-Anne,

Another example of a Amazon Prime truck blocking the oncoming view of traffic and parked in the red zone. Until UPS, Amazon and Fedex hold their driver's personally responsible for parking violations this will not end. Note, each one of these companies have a specific budget for parking violation fees all that is required is that they are reported in a timely manner.

Regards,

Martin

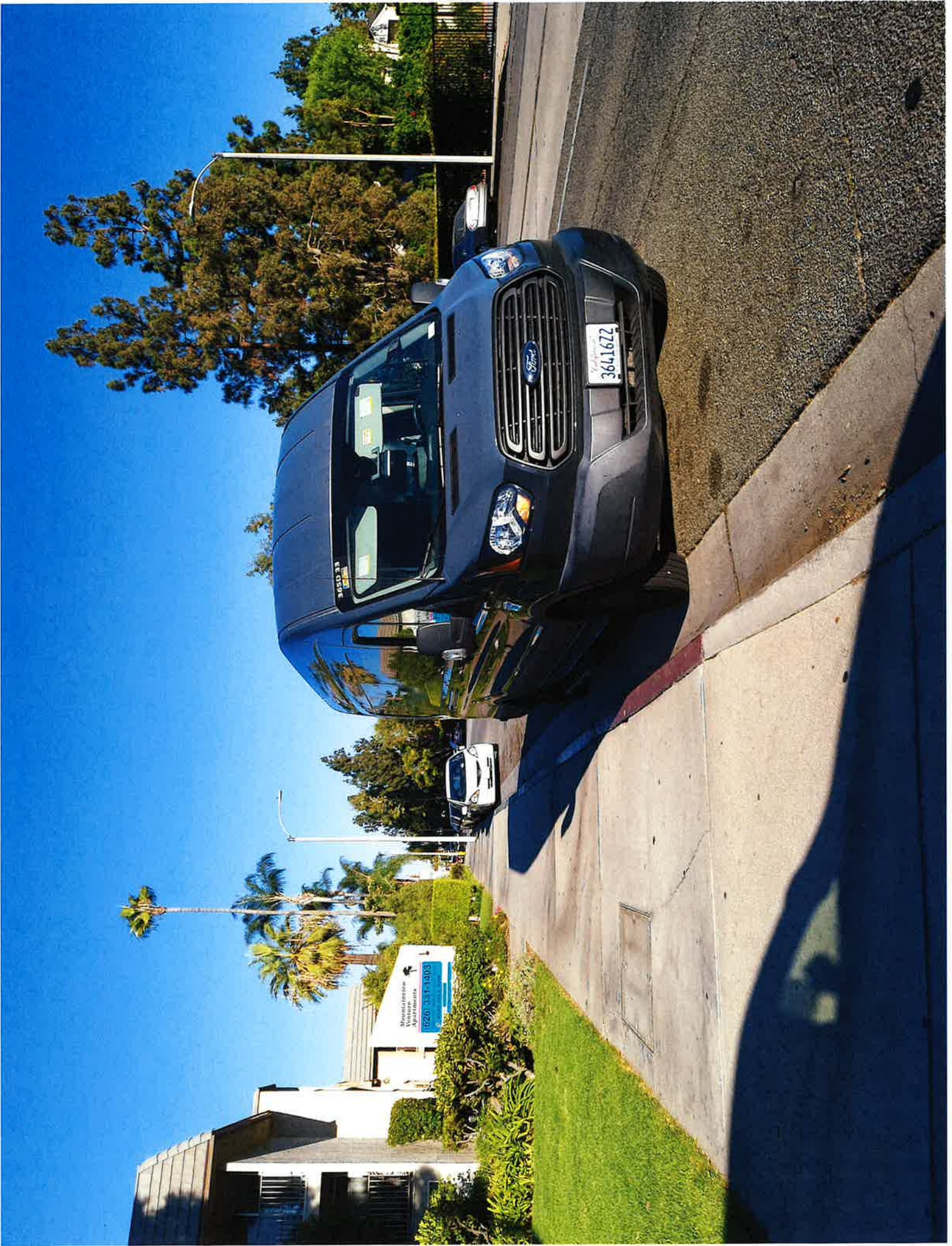




From: [Martin Espinosa](#)
To: [Jo-Anne Burns](#)
Subject: 09-10-21 Re: Pics of Amazon truck blocking view Of West Bound Oncoming Traffic From Lark Ellen
Date: Friday, September 10, 2021 7:20:53 AM
Attachments: [20210904_175236.jpg](#)
[20210904_175300.jpg](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.







TEAMSTERS LOCAL UNION NO. 1932

Affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

September 28, 2021
City of West Covina
Planning Commission
1444 West Garvey Avenue South,
2nd Floor, Room 208
West Covina, CA 91790

EXECUTIVE BOARD

RANDY KORGAN
SECRETARY-TREASURER

KATHLEEN BRENNAN
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DON BALLARD
TRUSTEE

GINA JORDAN
TRUSTEE

MARCIE LARKIN
TRUSTEE

NIDAL RAFEEDIE
TRUSTEE

MARTIN ROMERO
TRUSTEE

Planning Commissioners,

This letter is submitted as comment on Agenda Item #2, the adoption of a Mitigated Negative Declaration, adoption of a General Plan Amendment, zoning change, and adoption of a development agreement. This letter will also provide responses to some of the responses to the comment letter(s) submitted specifically regarding the adoption of the Mitigated Negative Declaration.

Development Agreement

Traffic

The Development Agreement vests rights in the applicant to develop the property and by doing so, it gives away a certain degree of discretion the City and public would otherwise be able to exercise over the permitting and conditioning of the Project. Therefore, it is important that the conditions imposed by the Development Agreement account for the fullest reasonable range of impacts from development and operation of the site.

For example, the requirement the site not generate more than 914 trips per day, and that a traffic study be conducted to confirm the traffic counts, should include proper remedies and more specificity as to the timing and nature of the testing. For example, while the facility operator (i.e., Amazon) should be required to bear the cost of the study and choose from a list of city traffic engineers, the date and time should be of the City's choosing and should be conducted at least once during the so-called "peak period" near the end of the year (i.e., the holiday season).

Additionally, the enforcement mechanism needs to be spelled out with more specificity, to protect the City and the public. The requirement that a violation results in a requirement for a meeting and a "satisfactory to both parties" resolution is in effect no remedy, because it ultimately leaves the discretion only on the side of the project operator: by definition, if Amazon is violating the cap on trips, and the only remedy is one that is by definition in the agreement itself, is one that is "satisfactory" to them, then the City and the public lack any ability to impose a remedy to stop on-going violations.

This can be a rather straightforward imposition of a fine, or contractual fee, that the project operator has to pay for substantiated violations, but which can be tolled unless the City and Amazon not arrive at a “mutually satisfactory” resolution to the violations, with a mechanism in place to ensure that compliance has been reached. This rather straightforward and common-sense provision would give the City and the public an appropriate degree of enforcement authority. Absent a provision of this kind, there is no incentive for the operator to abide by the requirements of the traffic study and the Mitigated Negative Declaration.

Acoustics/Noise

The condition regarding acoustics and noise suffers from a similar problem to the traffic condition: a lack of enforceability. The project operator should be required to provide for occasional acoustical and noise impact study during operational hours, to test whether noise levels are being exceeded. As written the development agreement’s condition “prohibiting” noise violations only applies when the impact threshold level in the MND is violated. The residents most likely to be impacted would therefore need to substantiate that the noise impacts they are experiencing do in fact rise to the threshold level. The project operator should not be permitted to shift the burden, particularly the cost, of substantiating violations onto the public. While residents should nevertheless be encouraged to report violations to the city, a provision requiring periodic testing would defray the burden and help substantiate complaints by residents regarding acoustical impacts.

CEQA Comments

Response to CC-2-1: Staff misconstrues the objection from the City of Covina regarding advanced degradation of pavement, and the need to conduct a study. Advanced degradation of public infrastructures, such as roads, is a matter of environmental impact. The failure to address this impact, once it has been identified, constitutes a failure to satisfy the requirements of CEQA. The impact from heavy vehicles degrading asphalt--causing cracks, erosion, and sediment runoff, requiring more frequent repairs, and therefore more construction activity and irregular traffic patterns including degradation of levels of service--are plainly environmental issues subject to CEQA, and a fair argument exists that the intense increase of heavy-traffic use of roads that have not been appropriately studied for that purpose will cause a significant impact.

Response CC-2-11: This response improperly avoids addressing the concern raised by the City of Covina on the grounds that it is “speculative” and “references a hypothetical scenario in the future.” Most environmental studies deal with “hypothetical scenarios in the future”--that is, attempt to anticipate reasonably foreseeable future impacts. That is the entire purpose of conducting a thorough environmental review; to anticipate potential impacts and impose reasonable mitigation measures.

The concern at issue in this comment was that “peak season operations”--i.e., the amount of traffic generated during the quite foreseeable “peak season” of Amazon package delivery--could result in particular traffic issues. The growth of Amazon’s package delivery services over the last handful of years, the general growth of on-line retailing, and the incontrovertible existence of a peak season, all point to a reasonably foreseeable impact: that even incremental growth in package delivery volume, and the reliably more-busy traffic, could within a few years, or even sooner, result in significant impacts on traffic.

Rejecting this concern as merely “hypothetical” undermines the purpose of CEQA and is improper.

Response to TLU1932-8: Related to a comment from the City of Covina, the IS/MND did not study the specific ambient and localized health and environmental impacts from truck and vehicle emissions on homes in the immediate vicinity of the Project. Plainly, the spikes in activity at the site in the “peak season”

and the reasonably foreseeable--and in fact, known to the project operator--projected increases in package delivery volumes--are more than mere speculation and a proper subject of CEQA review.

Response to TLU1932-12: This staff response to a public comment incorrectly characterizes concern about the significantly higher rates of injury at Amazon warehouses as not entailing a CEQA issue. The potential demand for public services, including health care services, are proper subjects of CEQA. A categorical exclusion of this issue is therefore improper.

In conclusion, as a labor representative for public service workers in the City of West Covina, I see the totality of responses by the City is particularly tragic. Any impacts to public services in the area of increased traffic enforcement, traffic collisions, increase calls for service and all of the supporting/resulting work should be addressed with urgency. It is truly unfortunate that the City has not pursued greater accountability, transparency, and a vigorous drive for concrete community benefits as it relates to this proposed development.

We otherwise incorporate and reassert the comments and objections made in the original comment letter and the other comments raised by the City of Covina and the Woodlane Village Homeowners Association, to this comment.

Sincerely,

A handwritten signature in black ink that reads "Sheri Orellana". The script is fluid and cursive, with the first letter of each name being capitalized and prominent.

Sheri Orellana
Business Agent & Recording Secretary
Teamsters Local 1932
sorellana@teamsters1932.org

From: [Ying Li](#)
To: [Jo-Anne Burns](#)
Subject: Letter to West Covina Planning Commission
Date: Monday, September 27, 2021 9:48:36 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Commissioners,

I am writing to oppose the zone change from SP-11: Faith Community Church to Manufacturing (M-1). Faith Community Church has been in this neighborhood for 30 years. Many positive changes in the area were introduced by its establishment. Currently, many residential areas are surrounding the Church. Rezone this area to Manufacturing Zone would change the character of the neighborhood, reverse those established positive changes, and be inconsistent with surrounding uses. Many people's daily life would be significantly affected if this rezoning were approved.

First of all, it would bring significant traffic change to our neighborhood. Our community is right across the original Faith Community Church, on the other side of San Bernardino road. It is a privately owned townhouse community, where over 100 families live here. The only entrance of our parking lots is in the cutter way. Therefore, from cutter way to San Bernardino Road is the only way we can get off from our properties to the main road. As both working parents, we are feeling stressed by just imagining going against the traffic with trailer trucks and delivery vans in front of our house to start our day.

Besides the traffic, it would bring more people and noise to the neighborhood. It would damage the peaceful atmosphere. The reason we choose to live here is that we believe it is a good neighborhood to raise our kids. We like to bring our kids to hang around the property by walking or bicycle. It is one of the few things that we developed to enjoy ourselves with kids during the pandemic. The experience would be different after a peaceful church with green grass ground trees was replaced by a distribution center with steel metal trucks. With all traffic, crowds, and noise introduced to the community, we may not feel comfortable and safe bringing our kids around the property. It would be a big takeaway for us.

Finally, it would cause a reduction in our property values due to the above reasons. Personally, if I knew there would be a distribution center right in front of the property, I would think again if I would buy this house to raise our kids years ago.

1429 W San Bernardino Road, #E
Ying Li

September 28, 2021

Direct Dial
310.556.7855
Direct Fax
310.843.2655
Email
epaster@glaserweil.com

VIA E-MAIL

Chair Becerra & Planning Commission
Members
City of West Covina
1444 West Garvey Avenue South
West Covina, California 91790
c/o Planning_Dept@westcovina.org

Re: Amazon Delivery Station DAX9 - Public Hearing Item No. 2, September 28, 2021 Meeting

Dear Chair Becerra & Planning Commission Members:

We are writing on behalf of Thomas Safran & Associates (TSA), a subsidiary of which is the owner of Lark Ellen Village, regarding the Planning Commission's consideration of entitlements, consisting of General Plan Amendment No. 20-03, Zone Change No. 20-04 Precise Plan No. 20-48 Tree Removal Permit No. 21-12 Tentative Parcel Map No. 83444 Development Agreement No. 21-01, and the Mitigated Negative Declaration ("MND") for the proposed development known as the Amazon Delivery Station DAX9 Project located at 1211 East Badillo Street (current address) in West Covina (collectively, the "Project"). Lark Ellen Village is a 100% affordable housing project consisting of 122-units occupied by families and seniors community located at 1350 East San Bernardino Road, West Covina, California 91791. Lark Ellen Village shares a property line with the Project, the Project's eastern boundary ("Property Line").

The owner and residents of Lark Ellen Village are very concerned about the potential traffic, noise and lighting impacts of the Project. **These concerns can be addressed with minor adjustments to traffic circulation, modifications to the lighting, and imposition of reasonable operating conditions.** We are not trying to stop or delay the Project, and are disappointed that the development was not vetted with TSA at an earlier date. Indeed, TSA understands the challenges of the entitlement process and the importance of community input having developed over 6,000 units across Southern California, the vast majority of which are for lower income households. TSA is rarely in the position of challenging development projects and is **committed to working closely with the City and with the developer to find a mutually agreeable solution.**

I. Conditions of Approval

The Staff Report notes that operational conditions will be imposed in the Development Agreement. To ensure enforceability and accountability, **it is critical that all operational conditions included in the MND project description - and which are relied upon for mitigation of impacts - are included as mitigation measures and conditions of approval.**

The residents and owners of Lark Ellen Village are very concerned about the potential noise from back up alarms, on-site traffic, music, and other outdoor operations at the Project and lack of meaningful analysis of such sources of noise. As discussed in more detail below, the noise study the MND is faulty for multiple reasons, one of which is the failure to measure the ambient noise at the property line between the Project and Lark Ellen Village, despite the fact that Lark Ellen Village is a sensitive receptor. Minor additions to the conditions of approval will protect our residents, and should not create any significant operational changes that would disturb Amazon's business.

Proposed Development Agreement Condition B.iii refers to the disruption of the "the peaceful quality of life for adjoining residents to the property" and references the MND. However, this condition provides no real protection to our residents because of the lack of meaningful analysis in the MND combined with the vague language of the condition. Thus, we request that **specific thresholds be referenced in the condition**, that noise monitors be put in place, and that the baseline ambient noise conditions at the Lark Ellen Village Property line be measured during typical weekday and evening time period.

We suggest the following change to Development Agreement Condition B.iii:

"~~Should any product~~ Project operations, including delivery truck or van's use of California OSHA required back-up warning alarm, shall not disrupt the peaceful quality of life for adjoining residents to the property. Noise at the mid-point of the property line (i.e. halfway between Badillo Road and San Bernadino Road) between the project site and the Larkview Ellen Village ("LEV Property Line Midpoint") shall not exceed: (a) 3 dBA above ambient at the LEV Property Line Midpoint between the hours of 9:00 PM and 7:00 AM on weekdays, (b) 5 dBA above ambient at the LEV Property Line Midpoint between the hours of 7:00 AM and 9:00 PM on weekdays, (c) 3 dBA above ambient at the LEV Property Line Midpoint between the hours of 10:00 PM and 8:00 AM on weekends and City holidays, and (d) 5 dBA above ambient at the LEV Property Line Midpoint between the hours of 8:00 AM and 10:00 pm on weekdays. The business operator of the Project (x) shall pay for and install a Larson Davis 831c - Type 1 Sound Meter, or similar sound mater, at the LEV Property Line Midpoint, to be located five

feet above ground level, and (y) shall monitor noise levels 7 days a week, 24 hours a day, and (z) shall provide a monthly report of the sound levels to the City for a continuous period of one year. If the sound levels do not exceed the thresholds set forth herein, the business operator shall continue to monitor the noise for a period of one year and shall maintain records thereof. If the City receives a complaint regarding noise, the business operator shall provide such records to the City. If the City finds that the threshold has been exceeded at any time, then the business operator shall diligently pursue operational changes or vehicle alarm modifications to reduce and/or eliminate any disturbing noise heard by adjoining residents. The business operator shall continue to monitor the noise levels until no exceedances have occurred for a continuous period of one year, which shall be demonstrated through the provision of the sound monitoring records.” (underlined text is proposed; strikethrough text is deleted.)

We also requesting the following new conditions be incorporated into Planning Commission Resolution No. 21-6096 and Section 11.B.iii of the Development Agreement to address our concerns and the potential environmental impacts:

1. The Project shall install a sound barrier in the form of a 12-foot high masonry wall along the entire length of the Project’s eastern property line. Any landscaping that is removed to install the wall shall be replaced.
2. The Project shall permanently close both of the easterly entrances/exits on San Bernardino Road and Badillo Street.
3. Any light pole replaced along the property line with Lark Ellen Village shall be no taller than existing light poles along the property line with the Lark Ellen Village and shall contain shields to ensure lighting is directed away from Lark Ellen Village.
4. The Project shall comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, if such standards are more restrictive that the proposed lighting.
5. No speakers or megaphones shall be used on the exterior of the Property, except in the event of emergencies.
6. The operator shall prohibit smoking, gathering of more than three persons, or playing music in cars or vans with the windows open or otherwise outside within fifty feet of the eastern property line.

7. The operator shall implement a Transportation Demand Management (TDM) Program as part of project operations. Prior to the issuance of a building permit, the operator shall submit to the City for approval a TDM with, at minimum, the following components:
 - All persons working at the Project Site shall be offered the option of setting aside \$270 per month of their before tax pay to be used to subsidize alternative transportation expenses, including transit passes and park and ride.
 - No less than ten percent (10%) of employee parking shall be set aside for preferential parking for car/vanpools close to the building entrance.
 - A bulletin board, display case, or kiosk displaying transportation information shall be maintained in a prominent area accessible to the greatest number of employees. Information posted shall include, without limitation, transit maps, routes and schedules, telephone numbers for regional ridesharing agencies, transportation management associations and local transit operators, ridesharing promotional materials, bicycle route and facility information, and a list of other resources available for carpoolers, vanpoolers, bicyclists, pedestrians and transit riders.
 - Bicycle racks or other secure bicycle parking with end of trip facilities (showers and changing facilities) shall be provided on-site.
 - The operator shall assign a TDM coordinator who is responsible for implementing the TDM Program.
8. At least 15 percent of the tenant's employees or workers on-site shall utilize the programs in the TDM Program.

All of the above items should also be included in the MND as mitigation measures.

Finally, we are concerned about the large number of vans that will be passing close to the eastern property line on a nightly basis (as shown in Exhibit A of the MND). Therefore, we request that the eastern parking area be reconfigured to relocate the eastern-most drive aisle to at least 50 feet from the eastern property line.

II. Comments on the MND

Consistent with previous correspondence directed to the city of West Covina ("City"), we are supplementing prior comments to the MND with this comment letter. (*Galante Vineyards v. Monterey Peninsula Water Management Dist.* (1997) 60 Cal. App. 4th 1109,

1121.) After reviewing the MND, we conclude that it fails to include substantial evidence to support a fair argument that all impacts can be mitigated to a level of insignificance. Thus, it must be revised to include additional analysis and additional mitigation measures to reduce the Project's impacts. In particular, the MND should be supplemented to address significant impacts associated with noise, traffic, transportation and circulation, and aesthetic (lighting and glare) elements of the Project.

a. Noise

The MND generally analyzes potential noise impacts from the Project, concluding that the Project would result in less than significant impacts. However, the analysis assumes without substantial evidence to support a fair argument that impacts will be absorbed by existing ambient noise levels and that such impacts would be reduced to a level of insignificance. One such passage specifically addresses the Lark Ellen Village:

“Van back up beepers were measured to be producing a noise level of 78 dBA at 20 feet. Based on distance attenuation, at 50 feet, where the closest residence east of the site is located, maximum intermittent parking lot noise events would be approximately 70 dBA...due to the location of the site between two busy roadways and a hospital located east of Lark Ellen Village, which has an ambulance entrance just east of Lark Ellen Village residences, it is expected that a higher number of impulsive noise events already exist as part of the ambient noise and the sensitive receptors near the site (north, east and south) would not be disturbed by the site activities during the daytime and in the evening.” (MND, page 4-72.)

Shortly after, the MND asserts that truck activity is not expected to exceed 33.1 dBA at neighboring residences and that “ambient noise levels are expected to be higher throughout the night than the operational noise levels.” (MND, page 4-73.) However, because the ambient noise conditions at the eastern property line have not been measured, the conclusion above are unsupported by substantial evidence. The other obvious error is the conclusion that ambient noise levels would be higher in the night. Because ambient noise levels are typically caused by traffic and because traffic volumes are lower at night, this conclusion is without merit. Moreover, because the ambient noise is lower at night, any operations at the Project will be more noticeable to residents at Lark Ellen Village.

More specifically, according to Exhibit G in Appendix F, *Noise Level projections at Sensitive Receptors*, noise levels at Lark Ellen Village are estimated, but because the ambient noise at the eastern property line was not measured, there is no substantial evidence to support a fair argument of such impacts. This analysis seemingly ignores

the approximately 47 van parking spaces right next to the property line, and the associated noisy, daily activities (including the shutting of van doors, starting of vans, and back-up beeping of vans) taking place at that location (see Exhibits H-J, which exclude the majority of the eastern parking area from analysis). A full analysis of all noise sources, including the parking lot where doors will be opening and shutting, people talking, music playing and vehicles moving, should be analyzed.

These un-analyzed impacts are aggravated by the fact that even though Lark Ellen Village is a collection of sensitive receptors that shares an approximately 650 foot Property Line with the Project, no ambient noise levels were taken at the Property Line. The MND admits, “The trucks, vans, and associate cars activities on site could affect the closest sensitive receptors” but it does not establish baseline measurements at the closest sensitive receptors. (MND, page 4-63.) With the Project anticipating one hundred and forty-two (142) vans entering the site between the hours of 7 PM and 10 PM, forty-seven (47) vehicles parking on the Property Line daily, and the proposed use of the lane behind those parking spaces as a thoroughfare for all vans to access the distribution center, the Project needs to first establish baseline noise measurements at this location to accurately analyze the Project’s anticipated impacts.

In addition to the mitigation measures suggested above, which are necessary for the mitigation of noise impacts to a level of insignificance, the 12-foot sound wall to be installed on the western property line must be included as a mitigation measure to ensure enforceability and implementation.

b. Traffic, Transportation, and Circulation

The MND states that the VMT impacts would be less than significant based on employee benefits relating to subsidies, preferential parking for car/vanpools, kiosks/bulletins, ride-matching platforms and related measures. However, the MND fails to include any of the measures as mitigation measures, and therefore there is no guarantee that they will be implemented or reduce the impacts to a level of insignificant, contrary to the clear mandates of CEQA. (PRC § 21081.6(b), *Gray v County of Madera* (2008) 167 CA4th 1099, 1116.) We note that the conditions included in Planning Commission Resolution No. 21-6096 and Operational Conditions incorporated into the Development Agreement between the City and Project Applicant lack reference to any of the VMT-reducing measures. Thus, all such measures must be included as mitigation measures.

For example, page 4-101 of the MND outlines measures that “qualify as TP11 Alternative Transportation benefits and are expected to reduce the VMT per service population to 29.72...” However, there are two significant issues with these measures. First, they are not incorporated into any mitigation measure or condition of approval, and therefore there is no guarantee that they will be implemented. Without certainty of implementation, there is no guarantee that they will reduce the VMT impact. Second,

the MND states that 15% of the employees are “eligible” for these measures, but again, there is no certainty that 15% of employees will actually use them. **Therefore, the operator should be required to implement a robust TDM program as a mitigation measure to ensure mitigation of impacts to a level of insignificance.**

The MND also fails to provide substantial evidence to support a fair argument that impacts would be reduced to a level of insignificance during peak season. The MND states that peak hour shifts of 100-125 employees may occur during peak seasons, but the MND simply concludes, without evidence, that the additional employees and vans would not create a significant impact. **The MND must contain a meaningful analysis of these additional employees and trips, including an LOS analysis for peak season, and mitigation of impacts to intersections, circulation and queuing.**

Regarding the timing of the trips to be generated by the Project, while the Project attempts to avoid traffic impacts by having the vans access the site outside of peak hours, this creates other impacts which the Project needs to address. The MND circulation analysis identifies seven entrance/exits to the Project Site: three on San Bernardino Road and four on Badillo Street. The easterly most entrances on each street are approximately eighty (80) feet from the Property Line. As the MND proposes most delivery vehicles will return to the Project Site between 8:00 PM - 9:00 PM, with a total of 381 vehicles will access or leave the Project Site between 7:00 PM - 7:00 AM, significant light intrusion and noise at sensitive receptors on the Property Line will result from the use of the easterly entrances/exits on San Bernardino Road and Badillo Street. **Accordingly, the Project should close both of these entrances/exits permanently. As the entire van parking area appears to be accessible from the other three entrances/exits on Badillo Street, these entrances/exits do not appear to be essential to the Project.**

In addition, as mentioned above, the drive aisle located nearest to the eastern property line should be shifted to the west and be at least fifty feet from such property line.

C. Light and Glare

The MND states that “compared to the recent church operations, glare *may* increase primarily due to vehicles used for the delivery operations,” concluding that this would result in less than significant impacts. (MND, page 4-5, emphasis added.) Further consideration of this issue is warranted, as a full parking lot for regular church services would regularly maximize glare one morning a week, while the proposed Project would result in light reflecting off of a full parking lot of parked and staged vehicles until at least 10:00 AM every morning. **This sevenfold increase in glare generated by the Project Site needs to be meaningfully addressed and analyzed.**

The MND contemplates addressing glare by supplementing existing vegetation along the Property Line to fill in any “gaps” to address glare caused by the Project, but does not provide any details for doing so. (MND, page 4-5.) **The MND should be supplemented with further information, including what kind of tree species and the extent of maturity at the time of planting, intended to fill in any “gaps” along the property line.**

The Project Description in the MND states “all existing light poles would be removed and new fixtures, pole bases, light poles, and building mounted lighting would be installed in accordance with City lighting requirements and illumination standards.” (MND, page 3-1.) **Given the proximity to Lark Ellen Village, any light pole replaced along the Property Line should be conditioned to be no taller than existing light poles along the Property Line.**

The MND identifies existing lighting at the Project Site, before noting “site improvements would include new and upgraded light sources throughout the Project site. This would change lighting levels on-site but would be consistent with the ambient and night-time typical for the M-1 zoning in an urban environment.” (MND, page 4-5.) While the MND states that the change in lighting would adhere to requirements of the zone change proposed by the Project, such lighting would be more intense than the previous use, which was consistent with the existing sensitive receptors that surround the Project Site. **Accordingly, the Project should be conditioned to comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, allowing for the church to use the site. Further, the MND should be revised to include a light/glare containment plan to address concerns that may not be addressed by the regulatory requirements.**

III. Conclusion

Thank you for taking the time to consider these comments. As longtime stakeholders in West Covina, TSA and Lark Ellen Village understand the desire to attract high-profile employers and the jobs that come with them to the City. While the record currently lacks substantial evidence to support an argument that there are not impacts to environment as highlighted above, we are confident that by working closely with the City and developer, the Project can be revised and conditioned in a manner which will allow it to meet its goals while simultaneously operating consistent with the existing community and sensitive receptors that currently border the Project Site.

September 28, 2021
Page 9

Respectfully,

Elisa Paster

ELISA L. PASTER
of GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

ELP:eg

cc: Jo-Anne Burns <JBurns@westcovina.org>

From: [Alisa Sokel](#)
To: [Letty Lopez-Viado](#); [Jo-Anne Burns](#)
Subject: Planning Comittee-Amazon Development
Date: Wednesday, September 29, 2021 1:04:07 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

My name is Alisa Sokel. I wrote to you before expressing my support for Amazon Development Project. I would like to comment on last night's Planning Comittee meeting. I was not able to attend in person, however I watched the live stream. I got to say I'm pretty disappointed vote was postponed. It was unnecessary. Comittee had all the information to proceed and I'm not sure what kind of different information are you expecting to see in couple of days.

Mr. Gutierrez seemed very displeased and kept repeating he wants to see some sort Power Point Presentation with an updated version of what was already addressed last night.

Greenlaw Partners representative, Mr. Donald was his name, I believe(correct me if I'm wrong) did a pretty good job addressing all the concerns. The crowd got a bit hostile. Uncalled for.

Out of 100.000 plus, 13 people showed up to express their opinions. This means not too many people are against the project at all! This particular subject was circulating on social media a lot lately, so there was awareness about the project.. People opposing and complaining are usually more vocal and want to see things through, then people supporting it. That has always been the reality.

Most opposition was worried about was noise, air and traffic pollution. Mr. Donald addressed all those concerns in initial presentation.

Discussion quickly turn into what is livable wage. That is political issue. Has nothing to do with Amazon! Starting wage of \$15 an hour is pretty standard for entry level jobs. I'm not going to pretend that I know what work culture at Amazon is, since I never worked there. But to be fair most of the people last night don't know either. They were obviously out of work force for the last decade at least!

If you don't agree with the wage or what you presume to be abusive work culture, then simply don't work there. Who says you have to?

I bet there are 250 people who would.

Bottom line is, we have no tax revenue from the current tenant. With Amazon we would have 4 million dollars over next 10 years.

I don't think Mr. Donald was treated fairly. If in fact that is his name. I apologize if I got his name wrong.

Anyways, thank you for listening.

Have a wonderful day.

Respectfully,

Alisa Sokel.

[Sent from Yahoo Mail on Android](#)

AGENDA

ITEM NO. 2.DATE: September 28, 2021PLANNING DEPARTMENT STAFF REPORT**SUBJECT****MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT****GENERAL PLAN AMENDMENT NO. 20-03****ZONE CHANGE NO. 20-04****PRECISE PLAN NO. 20-48****TREE REMOVAL PERMIT NO. 21-12****TENTATIVE PARCEL MAP NO. 83444****DEVELOPMENT AGREEMENT NO. 21-01****APPLICANT: Scott Murray, Greenlaw Partners****LOCATION: 1211 E. Badillo Street**

REQUEST: The applicant is requesting approval of a precise plan to repurpose an existing building and parking lot for use as an Amazon Delivery Station. The project includes a general plan amendment to change the land use designation from Civic: Public Institution to Industrial, a zone change to change the land use designation from SP-11: Faith Community Church to Manufacturing (M-1), a parcel map to combine two existing lots, a tree removal permit to remove significant trees on-site, and a Development Agreement.

BACKGROUND

Amazon Inc., through its development partner, Greenlaw Partners, is proposing to repurpose an existing 177,240 square foot building, currently occupied by Faith Church, for use as a last mile delivery station. Delivery stations power the last mile of the order fulfillment process and help speed up deliveries for customers. Packages are transported to delivery stations via trailer trucks (18 wheelers) from larger Amazon fulfillment centers and are sorted, picked, and loaded into delivery vehicles. The packages would go through the following process:

- (1) enter the facility through the loading dock positions
- (2) be sorted from a conveyor area
- (3) be stored on mobile "Baker Racks"
- (4) be rolled to the delivery van loading area

The delivery station would be located on the 21.22-acre site situated north of Badillo Road and south of San Bernardino Road. The applicant is proposing to change the building address from 1211 East Badillo Street to 1200 East San Bernardino Road as part of this application.

ITEM	DESCRIPTION
GENERAL PLAN AND ZONING	General Plan - Civic: Public Institution Zoning - SP-11: Faith Community Church
SURROUNDING LAND USES AND ZONING	North: San Bernardino Road and multi-family residences. RD - Multi-family zone in the City of Covina South: Badillo Street and single-family residences. R-1 - Residential Single Family zone East: Multi-family residences (Lark Ellen Village). MF-20 - Residential 20 du/acre zone West: Various industrial, commercial, and retail uses. M-1 - Light Manufacturing zone in the City of Covina
CURRENT DEVELOPMENT	The site consists of a 177,440-sf industrial building centrally located and surrounded by paved surface parking lots to the west, east, and south and mature landscaping throughout the site. A small playground adjoins the building to the east. The building was built in the 1960s and was used by Honeywell Corporation and Hughes Aircraft/Electronics. Industrial operations moved from the area in the 1990s and the property was purchased by Faith Church and associated private school

DISCUSSION

General Plan Amendment:

The project includes a request for a General Plan Amendment (No. 20-03) to change the land use designation from Civic: Public Institution to Industrial. The Civic: Public Institution land use designation was placed on the property to accommodate Faith Church and related school. The land use designation of Industrial permits intensive manufacturing, processing, warehousing and similar uses, as well as light, clean industries, and support offices. The designation also allows workplace-serving retail functions and work-live residences where such secondary functions would complement and be compatible with industrial uses. Industrial land uses are primarily composed of large-scale buildings. The project is consistent with the proposed designation.

The project is consistent with the following General Plan policies:

- Our Prosperous Community Policy 2.1 Maintain and enhance the City's current tax base

The project site is currently owned by Faith Church, which as a nonprofit entity, is exempt from paying property tax. An Industrial land use designation will place the property on the tax rolls which the City will receive its portion of property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

- Our Prosperous Community Policy 2.8 Build economic development capacity

The development of the project will provide job opportunities for residents and increase business to the surrounding area.

Zone Change:

The project includes a request for a Zone Change (No. 20-04) from SP-11 – Faith Community Church to Manufacturing (M-1). Per the City's Municipal Code Section 26-542, the purpose of the manufacturing zone is to classify and set standards for those industrial and incidental commercial facilities which are of moderate to heavy intensity and have no objectionable or obnoxious effect on any adjacent property. The developmental and operational standards are intended to provide compatibility with and protection to surrounding properties by minimizing traffic congestion, noise, glare, vibration, emission of odor, toxic or noxious matter, and to provide adequate off-street parking, landscape buffering, and the proper placement of buildings.

Precise Plan:

The applicant has filed for a Precise Plan for the site layout, landscaping, lighting, and architecture for the project. Detailed plans for each of these components can be found on the Planning Division web page under Projects and Environmental Documents. The link to the on-line plan set is provided below under the section entitled Large Attachments.

The proposed building improvements include demolition of portions of the exterior tilt up walls and existing storefront to accommodate additional dock door openings and new roll up drive in/drive out van doors. Eight new loading dock spaces/doors (at a higher height than existing doors (west elevation) and six new exterior overhead van doors (north and south elevations) would be installed.

Construction work would include structural improvements, electrical, mechanical, plumbing, and overall site work. Interior modifications would include demolition of interior walls. Exterior property work would include removal of the playground area, pavement re-striping, new directional striping and reconfiguration of the parking layouts, new smoker shelter at the north/east corner of the building, a new ride-share shelter west of the building, standard site directional and operational signage, and building mounted signage. A separate sign permit will be required for any new signage.

Fencing/Walls

Two 12-foot high screen walls would be constructed, one south of the loading dock area (525 feet including a 26-foot wide gate) and one north of the loading dock area (271.9 feet including a 26-foot wide gate). These walls are proposed to mitigate sound from the loading dock area. The material for the 12-foot-high walls includes a standard concrete masonry unit, which is to be painted a matching color to the main building.

New site fencing and gates would be located around the employee parking area on the west side of the building. No new fencing or gates will be installed around the perimeter of the site. However, additional landscaping would be added to screen the parking lot from the street. The existing block wall along the eastern property boundary will remain.

Landscaping

The landscape design is proposed to bring the site into closer conformance with the State's Model Water Efficient Landscape Ordinance (MWELO). Renovation of the site would include removal of high-water use, trees, and shrubs. The proposed new landscape plant pallet includes a mix of drought tolerant shrubs, grasses, and ground cover, as well as a variety of shade trees to be used throughout the parking area and around the perimeter of the site. The site will include 230 trees including the existing trees that will remain. Based on the gross site area of the lot, the code requires 8% of the lot be landscaped. The proposed landscape plan provides for 15% landscape coverage.

The existing six-foot wide side yard adjacent to the residential units at Lark Ellen Village will be maintained as required by the code and the proposed landscape design includes additional landscaping to fill in any existing gaps in the landscape screen created by the existing tall trees located on the Lark Ellen Village property.

Lighting

All existing light poles would be removed and new fixtures, pole bases, light poles, and building mounted lighting would be installed in accordance with City lighting requirements and illumination standards. The new light poles will be 25 feet in height. Lighting around

the perimeter of the property includes house-side shields, except for entrances/exits on the south side of the property. The proposed shields are simple shutters around the Light-Emitting Diode (LED's) that limit light thrown backwards. The existing light poles along the east property line adjacent to Lark Ellen Village currently utilize house shields. The proposed house shields will allow the project to adhere to the City code requirement that any areas adjacent to residential uses are restricted to 0.5-foot candles at the property line.

Architectural Design

The architectural style and color of the building will remain the same. The new van overhead doors on San Bernardino Road and Badillo Street will be black aluminum to match the existing frontage.

Operational Overview

There are three types of jobs at the delivery station. Amazon employees, which include associates that help with sorting packages inside the delivery station and managers who manage the sorting process. Delivery Service Partners (DSP) are entrepreneurs who have launched their own small business delivering packages on behalf of Amazon. DSPs operate out of Amazon's delivery stations and employ delivery drivers who deliver Amazon packages utilizing Amazon vans. Flex drivers are independent contractors that use their own vehicles to deliver packages.

The delivery station would operate 24 hours a day, 7 days a week to support delivery of packages to customer locations between 11:00 AM and 10:00 PM. Employee and delivery shifts are designed to avoid typical commuting peak periods.

Typically, line-haul trucks would deliver packages from a sorting facility about 20 miles southeast of the site. A total of 14 line haul trucks would deliver packages to the delivery station. Four would enter the site between the hours of 7:00 a.m. and 7:00 p.m. with the remaining trucks arriving and leave between the hours of 7:00 p.m. and 7:00 a.m. Most trucks would arrive and depart after the evening commuting peak period and before the morning peak commuting period. The remainder would be spread throughout the day. These trucks would be required to stay on the designated truck routes.

Delivery van drivers (DSP) would enter the site in the morning and park their vehicle in the van driver parking lot located southwest of the building. They would then pick up a van in the van parking lot area (south and east portions of the site) and would drive to the staging and loading area to load their packages to deliver. Once the delivery is complete, drivers would return to the site, park the van back in the van parking lot area, then leave using a personal vehicle or public transport. Returning delivery vans would enter the site from Badillo Street or the easterly most driveway on San Bernardino Road.

One hundred forty-two (142) delivery vans would load and depart from the station on San Bernardino Road at the rate of 36 vans every 20 minutes to facilitate a regulated traffic flow into the surrounding area. The first wave of delivery vans would leave the station around 10:00 AM. The departure window is designed to mitigate impacts on rush hour periods. Approximately 8 to 10 hours after dispatch, delivery routes are then complete and the vans return to the station between 7:00 PM and 10:00 PM. After the check-out and release of all delivery vehicles, delivery station Amazon associates prepare the delivery station for the next day's packages. The actual number of packages delivered from the station varies some throughout the year and by day of week.

Flex (independent) drivers will also deliver packages from the project site. Amazon anticipates approximately 45 traditional passenger vehicles entering the facility staggered between 4:30 PM and 6:00 PM. Flex Vehicles would load and depart every 15 minutes. Flex vehicles would enter and exit from Badillo Street.

Circulation/Traffic

The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans. Delivery vans would be able to exit eastbound or westbound San Bernardino Road.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. All line-haul trucks would access the site traveling westbound and would make a left turn into the westerly most driveway. All trucks would arrive and depart to the east. The new left turn pocket will likely require the removal of street parking on the south side of San Bernardino Road along the project frontage.

San Bernardino Road in front of the proposed delivery station is located in the City of Covina. The applicant has met with the city to discuss the project and the proposed traffic light and Covina is supportive of the new traffic light as noted in their comment letter on the Mitigated Negative Declaration. Permits for any improvements on San Bernardino Road would be issued by Covina.

Parking/On-Site Circulation

Existing parking areas would be re-striped, and barriers would be erected to separate truck traffic from passenger traffic beyond the westernmost driveway to West San Bernardino Road. A total of 811 parking spaces would be provided — 185 for passenger vehicles and 626 for vans. Eight loading docks for line haul trucks are to be located on the west side of the building. A hardscape (or partially paved) courtyard on the east side of the building would be converted to stage delivery vehicles prior to entering the south side of the building for loading. Delivery vehicles would enter the building from the south side from the staging area and exit the site on the north side at San Bernardino Road. See Exhibit A on Attachment No. 7 for a site layout.

Tree Removal Permit

A Tree Removal Permit is required for the removal of significant trees on-site, pursuant to Section 26-289 of the West Covina Municipal Code. Significant trees are defined as Oaks or Sycamores 6" or more in diameter; any tree species located in the front yard that is 12" or more in diameter. With the relocation of the westerly most driveway on San Bernardino Road to align with Cutter Way, three large Ficus trees will need to be removed east of the existing driveway. The three Ficus trees are 29.5, 24, and 24.5 inches in diameter.

Tentative Parcel Map

The project site consists of two separate lots and the proposed project includes a Parcel Map (No. 83444) in order to combine the two existing lots into one.

Development Agreement

The applicant and the City of West Covina intend to enter into a Development Agreement under the authority of California Government Code sections 65864 through 65869.5 to vest applicants' rights to development and to provide to City commitments for enhanced community benefits.

The Development Agreement proposes a total community benefit payment of \$4 million dollars (\$1 million due within 30 days after effective date of Development Agreement, \$1 million due prior to issuance of final certificate of occupancy for the tenant, and \$200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.

These conditions were developed to address concerns about how potential growth of the facility and the related increase in traffic including during peak season would be monitored. Annual driveway counts would be required to monitor incoming and outgoing traffic twice a year including one during peak season. The conditions would also require a 24/7 complaint hotline for use by residents and addresses how any potential noise from back-up alarms would be handled.

The operational conditions are listed below:

1. Per the Traffic Impact Study conducted by NV5 and the Initial Study/Mitigated Negative Declaration document, the facility shall not generate more than 914 trips per day (602 passenger vehicles, 284 delivery vans, and 28 tractor-trailer trucks). The facility operator shall retain the services of a Traffic Engineering firm on the City's list of service providers to conduct an annual 72-hour (consecutive) driveway count recording all trucks, vans, and passenger vehicles going into and out of the seven driveways serving the site (three on San Bernardino Road and four on Badillo Street). The driveway count occurrence shall take place during the calendar year of every year the development agreement is in full effect. The Driveway Count report shall be submitted directly to the City by the Traffic Engineering firm. If the operations exceed the number of allowable trips per day, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.
2. The operator shall maintain a complaint hotline on a 24/7 status and shall post a publicly visible sign with the 24/7 hotline telephone number, email address, and contact person's name where complaints about the operation of the facility can be received. The operator shall maintain a written log of all complaints and actions taken in connection with the complaints and to inform complainants of the actions taken. The operator shall provide to the City within ten (10) days of receiving a written request for such information from the City a report of complaints received within the prior 6 months and actions taken in response.
3. Should any product delivery truck or van's California OSHA required back-up warning alarm disrupt the peaceful quality of life for adjoining residents to the property, beyond the thresholds set forth in the MND, the business operator shall diligently pursue operational changes or vehicle alarm modification to reduce and/or eliminate any disturbing noise heard by adjoining residents.
4. The operator shall ensure that the left turn pocket on San Bernardino Road shall not have more than one tractor-trailer truck waiting to turn on to the property in any given time. Should the left turn pocket/lane have more than one truck in queue that traffic is backed-up and becomes a problem, the operator shall diligently work with the City of Covina and West Covina to resolve the issue. The operator shall be responsible for reimbursing the impacted cities for the cost of enforcement (staff time including police officers and/or code enforcement officers). If traffic becomes an ongoing issue/problem due to trucks crowding the left turn lane, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.
5. The public and/or customers shall not be allowed to pick up packages on the site at any time.
6. The operator shall ensure that all individual consultants, contractors, and/or self-employed drivers maintain a City business license.
7. The operator shall, in good faith, purchase supplies and services from City of West Covina based businesses and request all consultants and contractors to patronize City of West Covina businesses in performing their tasks, including the purchase of fuel for delivery vans.

In addition, the Development Agreement also requires the applicant to work with the West Covina Unified School District, Covina Valley Unified School District, Rowland Unified School District to establish an apprenticeship/internship program to assist high school programs in career development.

Community Outreach

A neighborhood meeting, utilizing an on-line webinar format, was held on August 30, 2021. In addition to the neighborhood meeting, the applicant has conducted further community outreach. As noted in the attached Summary of Community Outreach (Attachment No. 8) approximately 200 invitations with project information were sent to homes within the city's 300-foot notification radius. Contact information was included for residents to call or email the Amazon project team directly with questions. Additionally, the applicant has indicated that Amazon project team personally walked Elgenia Ave. to invite homeowners, answer questions and provide additional information. In addition to the project team, there were 14 total attendees; 6 were neighbors, 2 represented the Lark Ellen Apartment community property management company, the balance were from the city or its environmental consultant at the neighborhood meeting.

The City has received one letter of support for the project and one letter with concerns about van drivers not following traffic and parking laws (Attachment No. 9). Staff has also received phone calls from nearby residents with concerns regarding potential noise and traffic impacts.

REQUIRED FINDINGS

Precise Plan:

The following findings are required to be made in order for the Planning Commission to approve or recommend approval of the Precise Plan:

a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.

The City's General Plan Land Use Element designates the subject property for Civic: Public Institution. The proposed land use designation is Industrial. The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding area. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will place the property on the tax rolls which the City will receive its portion of property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

The project is consistent with the following General Plan policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our Prosperous Community P2.8 Build economic development capacity

b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provisions of the Municipal Code.

The project includes a request for a Zone Change (No. 20-3) from SP-11 – Faith Community Church to Manufacturing (M-1). The proposed project will revitalize and modernize an existing 177,440 square foot building and make improvements to an existing parking lot that surrounds the building on three sides. New light standards with house shields to prevent lighting spill over to adjacent properties including the residential units to the east are proposed. In addition, new water efficient landscaping is proposed.

As proposed and conditioned, the project will comply with all development standards within the Manufacturing zone including landscape setbacks from adjacent residential uses, lighting, building height, setbacks, and parking.

c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.

The proposed project will re-purpose an existing building and parking lot for use as an Amazon Delivery Station. The existing 177,440 square foot building is located in the center of a 21.22 acre site. Residential uses are located north, south, and east of the site. The residential uses located north and south of the site are separated from the property by Badillo Street or San Bernardino Road which are 4-lane streets which will help minimize noise from the facility. In addition, the project includes the construction of two 12 foot high walls around the loading dock area located on the west side of the property to minimize sound to the surrounding properties.

The residential units located to the east of the site directly abuts one of the parking lots for the facility. This parking lot will be utilized for delivery van storage as well as a staging area where the vans stage before moving inside the building to load. A 6 foot wide landscape planter will be maintained along the east property line and new screen trees will be added to fill in any gaps in the existing landscape screen on the adjacent property.

The Mitigated Negative Declaration prepared for the project studied both traffic noise and on-site operational noise sources such as back-up alarms and determined no significant environmental impact would occur. The project as designed and conditioned will be compatible with the uses within the vicinity and would not be detrimental to the public interest, health, safety, and general welfare and would not unreasonably interfere with the use and enjoyment of property.

d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The project is an infill development and is located within an urbanized area where utility connections are readily available.

e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.

The proposed project will revitalize and modernize an existing building and make improvements to an existing parking lot. All aspects of the site development are compatible with the existing and future land uses and do not interfere with orderly development in the vicinity. All site improvements and the proposed landscaping will enhance the overall appearance of the site.

Tentative Parcel Map

The following findings are required to be made in order for the Planning Commission to approve or recommend approval of the Tentative Parcel Map:

a. The proposed map is consistent with the general plan and any applicable adopted specific plans.

An amendment to the City's General Plan land-use map to change the designation of the project site from Civic: Public Institution to Industrial to accommodate the proposed Amazon Delivery Station.

The proposed project is consistent with the following General Plan Policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our prosperous Community P2.8 Build economic development capacity

The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will place the property on the tax rolls and in which the City will receive its portion of property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

b. The design or improvement of the proposed subdivision is consistent with the general plan and applicable adopted specific plans.

The design and improvements of the proposed parcel map and precise plan are consistent with the General Plan in that the proposed Amazon Delivery Station, as conditioned, will be compatible with the single-family and multi-family residential and commercial uses in the vicinity. The project involves changing the land use designation of the project site from Civic: Public Institution to Industrial to allow the use of the property as an Amazon Delivery Station. The project conforms to all applicable development standards in the Zoning Code.

c. The site is physically suitable for the type of development

The proposed project site is 21.22 acres, flat and is physically suitable for the proposed project and adequate to accommodate the Amazon Delivery Station. The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The site is served by all necessary utilities. Appropriate mitigation measures and conditions of approval will ensure that the site is improved in a manner consistent with City standards.

e. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.

The site consists of an 21.22-acre parcel developed with an existing 177,440 square foot building, parking and landscaping. No known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal, or migration corridors are present on site. A mitigated negative declaration was prepared for the project which included mitigation measures for biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation. All impacts would be avoided or reduced to less than significant levels after mitigation to ensure that the project will not cause substantial environmental damage or injure fish, wildlife, or their habitat.

f. Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems.

The proposed map and improvements will have access to a public sanitary sewer system for the removal and disposal of wastewater and to other necessary utility services. The site will be developed in accordance with the standards of the Engineering Division, the Municipal Code, the Uniform Building Code, and other applicable requirements.

g. The design of the subdivision or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.

There are no easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via San Bernardino Road and Badillo Street.

ENVIRONMENTAL DETERMINATION

In compliance with CEQA, the State CEQA Guidelines a Mitigated Negative Declaration (MND) was prepared and will be considered prior to approval of the Project. The MND serves as a finding that the Project would not have a significant effect on the environment, with the incorporation of mitigation measures, as appropriate.

Based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the Project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed Project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed Project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation.

A copy of the MND can be found on the City's Planning Division web page at the following link:

<https://www.westcovina.org/departments/community-development/planning-division/projects-and-environmental-documents>

The MND includes a detailed discussion on all environmental issues related to the project including traffic and noise impacts and how any potential impacts were determined to be less than significant after mitigation.

The MND was circulated for public comment from July 13, 2021 to August 11, 2021.

Comments were received from the California Department of Transportation, the City of Covina, the Woodlane Village Homeowners Association, Teamsters Local Union No. 1932, and from six individuals. A Response to Comments was prepared and is provided as Attachment No. 10.

STAFF RECOMMENDATIONS

Since the application includes a general plan amendment, zone change, and development agreement, for which the City Council has the final decision-making authority, the City Council will also make the final decision on the precise plan, parcel map and tree removal permit.

Staff recommends that the Planning Commission adopt Resolution Nos. 21-6093, 21-6094, 21-6095, 21-6096, 21-6097 and 21-6098, recommending the City Council approve the project Mitigated Negative Declaration, General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-04, Tentative Parcel Map No. 83444, and Development Agreement No. 21-01.

LARGE ATTACHMENTS

The plans and all environmental documents can also be viewed on-line at

<https://www.westcovina.org/departments/community-development/planning-division/projects-and-environmental-documents>

Submitted by: Jo-Anne Burns, Planning Manager and Joyce Parker-Bozylinski, Contract Planner

Attachments

Attachment No. 1 - Mitigated Negative Declaration Resolution
Attachment No. 2 - General Plan Amendment Resolution
Attachment No. 3 - Zone Change Resolution
Attachment No. 4 - Precise Plan Resolution
Attachment No. 5 - Tentative Parcel Map Resolution
Attachment No. 6 - Development Agreement Resolution
Attachment No. 7 - Exhibit A - Site Layout
Attachment No. 8 - Community Outreach Summary
Attachment No. 9 - Letters from neighbors
Attachment No. 10 - Response to Comments