



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**FEBRUARY 19, 2019, 7:00 PM
REGULAR MEETING**

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

**Mayor Lloyd Johnson
Mayor Pro Tem Tony Wu
Councilman Dario Castellanos
Councilwoman Letty Lopez-Viado
Councilmember Jessica C. Shewmaker**

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 Council 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 Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL

Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE

The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

**PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL
(Per WCMC 2-48, Ordinance No. 2150)**

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

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

RULES OF DECORUM

Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA CITY COUNCIL/SUCCESSOR AGENCY

**TUESDAY FEBRUARY 19, 2019, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Pastor Mason Okubo
Immanuel First Lutheran Church

PLEDGE OF ALLEGIANCE

Led by Councilwoman Letty Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

Introduction of New Police Officers: Kyle Vaughn and Christopher Huynh
Recognition of Sgt. William (Wayne) Worley for 23 Years of Service

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

- 1) **JANUARY 15, 2019 CITY COUNCIL/SUCCESSOR AGENCY SPECIAL MEETING CLOSED SESSION MINUTES
JANUARY 15, 2019 CITY COUNCIL/SUCCESSOR AGENCY/WEST COVINA COMMUNITY SERVICES FOUNDATION REGULAR MEETING MINUTES**
It is recommended that the City Council receive and file the Closed Session and Regular Meeting Minutes of January 15, 2019.

COMMISSION SUMMARY OF ACTIONS

- 2) **SUMMARY OF ACTIONS FOR THE COMMUNITY AND SENIOR SERVICES COMMISSION MEETING OF SEPTEMBER 11, 2018**
It is recommended that the City Council receive and file the Summary of Actions for the Regular Community and Senior Services Commission Meeting of September 11, 2018.

INVESTMENT REPORT

- 3) **CITY INVESTMENT REPORT FOR THE MONTH ENDED DECEMBER 31, 2018**

It is recommended that the City Council receive and file the Investment Report for the month ended December 31, 2018.

4) SUCCESSOR AGENCY INVESTMENT REPORT FOR THE MONTH ENDED DECEMBER 31, 2018

It is recommended that the Chair and Board Members of the Successor Agency to the former West Covina Redevelopment Agency, receive and file the Investment Report for the month ended December 31, 2018.

CLAIMS AGAINST THE CITY

5) GOVERNMENT TORT CLAIM DENIALS

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

- Salvador Guerrero III vs. The City of West Covina
- Jayden Ventura vs. The City of West Covina
- Mercury Insurance ASO Vanessa Rust vs. The City of West Covina

ORDINANCES FOR ADOPTION - Procedural Waiver. *Waive full reading of each ordinance on the agenda and authorize the approval of each ordinance by title only.*

6) ADOPTION OF ORDINANCE NO. 2449 - AMENDING DIVISION 11 OF ARTICLE XII OF CHAPTER 26 OF THE MUNICIPAL CODE TO AMEND SETBACK AND LOCATION RELATED ZONING REGULATIONS APPLICABLE TO ACCESSORY DWELLING UNITS

It is recommended that the City Council adopt the following ordinance:

ORDINANCE NO. 2449 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING DIVISION 11 OF ARTICLE XII OF CHAPTER 26 OF THE MUNICIPAL CODE TO AMEND SETBACK AND LOCATION RELATED ZONING REGULATIONS APPLICABLE TO ACCESSORY DWELLING UNITS

COMMUNITY DEVELOPMENT

7) AWARD OF CONTRACT FOR THE INSTALLATION OF TRAFFIC CONTROL DEVICES AT MERCED ELEMENTARY AND VINE ELEMENTARY SCHOOLS

It is recommended that the City Council accept the bid from Siemens Mobility, Inc., of Riverside, California in the amount of \$79,950, and authorize the City Manager to execute a contract with Siemens Mobility, Inc. for the installation of traffic control devices at Merced Elementary and Vine Elementary schools.

8) GENERAL PLAN ANNUAL REPORT FOR 2018

It is recommended that City Council take the following actions:

1. Direct staff to transmit a copy of the Housing Element Annual Report to the Department of Housing and Community Development; and
2. Direct staff to transmit a copy of the General Plan Policy Chart to the State Office of Planning and Research.

PUBLIC SERVICES

9) **APPROVAL OF SECOND AMENDMENT TO MV TRANSPORTATION, INC. AGREEMENT FOR TRANSIT SERVICES**

It is recommended that the City Council approve the Second Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2019 through March 2, 2020 (Attachment No.1).

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

10) **AUTHORIZATION TO DRAFT THE FISCAL YEAR (FY) 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN**

It is recommended that the City Council direct staff to develop a draft FY 2019-2020 CDBG Action Plan, based on the needs and priorities identified in the 2015-2020 Consolidated Plan, as amended (Table 1 of this report).

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting

3/5/19

7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

- a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
- b. The city council may establish a limit on the duration of oral communications.
- c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
- d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the

Penal Code of the state.

Sec. 2-50. Decorum--Required.

- a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
- b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
 - a. Addressing the Mayor and City Council without first being recognized.
 - b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
 - c. Repetitiously addressing the same subject.
 - d. Failing to relinquish the podium when directed to do so.
 - e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
 - f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.

No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

**SUBJECT: JANUARY 15, 2019 CITY COUNCIL/SUCCESSOR AGENCY SPECIAL MEETING
CLOSED SESSION MINUTES
JANUARY 15, 2019 CITY COUNCIL/SUCCESSOR AGENCY/WEST COVINA
COMMUNITY SERVICES FOUNDATION REGULAR MEETING MINUTES**

RECOMMENDATION:

It is recommended that the City Council receive and file the Closed Session and Regular Meeting Minutes of January 15, 2019.

DISCUSSION:

Prepared by: Carrie Gallagher, Assistant City Clerk, CMC

Attachments

01.15.19 Special Closed Session Meeting Minutes

01.15.19 Regular Meeting Minutes

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**JANUARY 15, 2019, 5:30 PM
SPECIAL MEETING - CLOSED SESSION**

**CITY MANAGER'S CONFERENCE ROOM
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Lloyd Johnson
Mayor Pro Tem Tony Wu
Councilman Dario Castellanos
Councilwoman Letty Lopez-Viado**

MINUTES

Mayor Johnson called to order the Closed Session Meeting of the West Covina City Council/Successor Agency at 5:36 p.m. in the City Manager's Conference Room at City Hall, 1444 W. Garvey Avenue, West Covina, California.

ROLL CALL

Present: Councilwoman Letty Lopez- Viado, Councilman Dario Castellanos, Mayor Pro Tem Tony Wu, Mayor Lloyd Johnson

Other Present: City Manager Chris Freeland, City Attorney Scott Porter, Assistant City Manager/ Public Services Director Nikole Bresciani, Human Resources Director Edward Macias, Outside Counsel Myrna Castellano, Police Chief Marc Taylor, Planning Director Jeff Anderson, Economic Development/ Housing Manager Paulina Morales, Economic Development Gerardo Rojas

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Representatives from Starwood spoke at 6:30 p.m.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code § 54956.9(d)(1)

Miller v. City of West Covina (Los Angeles Superior Court Case No.18STCV08613)

Villasenor, Lorraine v. City of West Covina, et al. (Los Angeles Superior Court Case No. BS165795)

Franco, et al. vs. City of West Covina, et al. (U.S. District Court Case No. 5:18 cv-02587-JGB-SHK)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code § 54956.9(d)(2)

Number of Cases: One (1)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: **APN Nos. 8474-003-915, 8474-003-918, 8474-003-940, 8474-007-928, 8474-007-931, 8474-007-932, 8474-007-933, 8474-007-934, 8474-007-935, 8474-007-939, 8474-007-940**

Agency Negotiator: Freeland, Bresciani, Anderson, Morales, Porter

Negotiating Parties: Starwood Retail Partners, LLC.

Under Negotiation: Price and Terms of Payment

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: **APN NOS: 8735-001-933 AND 8735-001-934**

Agency Negotiator: Freeland, Bresciani, Anderson, Morales, Porter

Negotiating Parties: M & A Gabae

Under Negotiation: Price and Terms of Payment

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code § 54956.8

Property: **APN NO: 8493-003-911**

Agency Negotiator: Freeland, Bresciani, Anderson, Morales, Porter

Negotiating Parties: Suburban Water Systems

Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Freeland, Macias, Bresciani, Porter

Employee Organizations

- Confidential Employees
 - Maintenance & Crafts Employees
 - Non-Sworn
 - W.C. Police Officers' Association
 - W.C. Firefighters' Management Assoc.
 - W.C. Firefighters' Association, I.A.F.F., Local 3226
- Unrepresented Employee Group
- Department Heads

- General Employees
- Mid-Management Employees
- W.C. Police Management Association

ADJOURNMENT

Mayor Johnson adjourned the meeting at 7:13 p.m.

Submitted by:

Carrie Gallagher, CMC
Assistant City Clerk

Lloyd Johnson
Mayor

CITY OF WEST COVINA
**CITY COUNCIL/SUCCESSOR AGENCY/
WEST COVINA COMMUNITY SERVICES FOUNDATION**

**JANUARY 15, 2019, 7:00 PM
REGULAR MEETING**

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

**Mayor Lloyd Johnson
Mayor Pro Tem Tony Wu
Councilman Dario Castellanos
Councilwoman Letty Lopez-Viado**

MINUTES

CALL TO ORDER

Mayor Lloyd Johnson called the meeting to order at 7:22 p.m.

INVOCATION

Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Tony Wu

ROLL CALL

Present: Councilman Dario Castellanos, Councilwoman Letty Lopez-Viado, Mayor Pro Tem Tony Wu, Mayor Lloyd Johnson

Staff Present: City Manager Chris Freeland, Assistant City Manager/ Public Services Director Nikole Bresciani, City Attorney Scott Porter, Planning Director Jeff Anderson, Assistant City Engineer Monica Heredia, Assistant Fire Chief Vince Capelle, Police Chief Marc Taylor, Police Captain Richard Bell, Police Captain Doug Murray, Human Resources Director Edward Macias,

Assistant City Clerk Carrie Gallagher, Finance Director Marcie Medina, Public Services Superintendent Mike Cresap

REPORTING OUT FROM CLOSED SESSION

City Attorney Porter indicated that no reportable action was taken.

CHANGES TO THE AGENDA

City Manager Freeland indicated that Item No. 11 will be moved to be the last item on the agenda and those who wish to speak on that item during Oral Communications will have three minutes to do so.

PRESENTATIONS

- 1) Introduction/Swearing in of the New Assistant City Clerk, Carrie Gallagher
- 2) Resolution of Commendation for Planning Commissioner Jose Jimenez
- 3) Check Presentation by West Covina Kiwanis for the Pumpkin Run/Walk 5K
- 4) Recognition of West Covina Pop Warner Cheer Program
- 5) Presentation by Union Station Homeless Services
- 6) Presentation by Department of Toxic Substances Control Regarding BKK Landfill

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Brian Franzen, representative for GWC, discussed the 2nd Annual 5K Fun Run.

Rose Lopez expressed her approval regarding the appointment of Dr. Zak for the at-large City Council position.

Rebecca Urac asked the City Council for support regarding sanitation employees.

Dr. Charles Hinman spoke in support of Jessica Shewmaker for the at-large City Council position.

Brad Manning spoke in support of Dr. Zak for City Council.

Michael Flowers spoke in support of Jessica Shewmaker for City Council.

Camie Poules thanked the Council for recognizing the Pop Warner program and spoke in support of Jessica Shewmaker for City Council.

Carole Mullner encouraged those in attendance to continue attending City Council meetings.

Andrew Soliman spoke in support of Dr. Zak for City Council.

Dan Rodriguez expressed his support of Dr. Zak for City Council.

Ashley Vargas expressed her support for Dr. Zak as a candidate for City Council.

Wen Wen Zhang spoke on upcoming library events and programs.

Ana Montane-Munoz spoke in favor of Dr. Zak for City Council.

Marlen Fernandez spoke in favor of Dr. Zak for the available City Council seat.

Ashlee Page expressed her support for Dr. Zak for City Council.

Bill Elliott shared his concerns regarding self-protection rights and expressed his opinions on the prospective Council candidates.

Janette Morales expressed her approval for Karim Zaklan for City Council.

Forrest Wilkins shared his concerns regarding the lack of Fire Department response at a fire alarm that was triggered at a local movie theatre.

Deonne McLean expressed concerns regarding the conversion of the Heritage group home to a residential group home.

RECESS

Mayor Johnson called for a brief recess at 9:25 p.m. and reconvened with all Councilmembers present at 9:36 p.m.

CONSENT CALENDAR

APPROVAL OF MEETING MINUTES

**1) SEPTEMBER 4, 2018 REGULAR CITY COUNCIL/SUCCESSOR AGENCY
CLOSED SESSION MEETING**

**SEPTEMBER 4, 2018 REGULAR CITY COUNCIL/SUCCESSOR AGENCY MEETING
SEPTEMBER 18, 2018 REGULAR CITY COUNCIL/SUCCESSOR AGENCY CLOSED
SESSION MEETING**

SEPTEMBER 18, 2018 REGULAR CITY COUNCIL/SUCCESSOR AGENCY MEETING

A motion was made by Mayor Pro Tem Wu and seconded by Mayor Johnson to approve the aforementioned meeting minutes. Motion was carried by a vote of 4-0.

AYES:	Castellanos, Lopez-Viado, Wu, Johnson
NOES:	None
ABSENT:	None

2) TRAFFIC COMMITTEE MINUTES FROM NOVEMBER 13, 2018

It is recommended that the City Council approve the attached minutes of the Traffic Committee Meeting held on November 13, 2018.

A motion was made by Mayor Pro Tem Wu and seconded by Mayor Johnson to approve the aforementioned minutes. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None
ABSENT: None

CLAIMS AGAINST THE CITY

3) GOVERNMENT TORT CLAIM DENIALS

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

- Richard & Yvonne Franco vs. The City of West Covina
- Marta Guevara vs. The City of West Covina

A motion was made by Mayor Pro Tem Wu and seconded by Mayor Johnson to deny the aforementioned tort claims. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None
ABSENT: None

ORDINANCES FOR ADOPTION

4) ADOPTION OF ORDINANCE NO. 2452 AUTHORIZING THE EXTENSION OF THE TERMS AND PROVISIONS OF ORDINANCE NO. 2238 REGARDING FORECLOSURES

It is recommended that the City Council adopt the following ordinance:

ORDINANCE NO. 2452 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, EXTENDING THE TERMS AND PROVISIONS OF ORDINANCE NO. 2238 FOR AN ADDITIONAL PERIOD OF THREE YEARS, AMENDING CHAPTER 15 OF THE MUNICIPAL CODE TO REQUIRE REGISTRATION, MAINTENANCE AND SECURITY OF PROPERTIES IN FORECLOSURE

A motion was made by Mayor Pro Tem Wu and seconded by Mayor Johnson to adopt Ordinance No. 2452. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None
ABSENT: None

FINANCE DEPARTMENT

5) FIRST QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2018-19

It is recommended that the City Council approve the First Quarter Financial Report for Fiscal Year 2018-19.

Councilman Castellanos pulled Item No. 5 for further discussion.

Finance Director Medina provided a brief PowerPoint presentation regarding Fiscal Year 2018-19 and discussed the General Fund Expenditures as well as the budget for the City.

Councilman Castellanos asked for clarification regarding the amount of the fund balance for the end of the first quarter report.

Finance Director Medina clarified that the fund balance will not be recalculated until the second quarter report is completed which will reflect the City's revised projections regarding expenditures and revenues. She also stated that the second quarter report will be available for Council review in late February or early March of 2019.

Mayor Pro Tem Wu expressed concerns regarding the usage of the City's reserve funds.

Finance Director Medina clarified the definition of fund balance and stated that it is the difference between assets and liabilities. She also stated that it is the product of the City's beginning balance and revenue and expenditures.

Mayor Pro Tem Wu expressed concerns regarding the City's Public Safety overtime budget issue.

Councilman Castellanos asked for clarification regarding the projections and why they are not made on a quarterly basis.

Finance Director Medina clarified that the fund balance equates to approximately two months of cash flow and will not have the data available until that time.

A motion was made by Councilman Castellanos and seconded by Mayor Johnson to approve the First Quarter Financial Report for Fiscal Year 2018-19. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None

ABSENT: None

6) APPROVAL AND TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND A RECOGNIZED OBLIGATION PAYMENT SCHEDULE “ROPS” PURSUANT TO HEALTH AND SAFETY CODE SECTION 34179.7(O)(1), FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020 FOR THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY

It is recommended that the City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, adopt the following resolution:

RESOLUTION NO. 2019-04 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE TRANSMITTAL OF AN ADMINISTRATIVE BUDGET AND A RECOGNIZED OBLIGATION PAYMENT SCHEDULE “ROPS” FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020

Item No. 6 was pulled by Councilwoman Lopez-Viado for further discussion.

City Manager Freeland gave a brief overview on Item No. 6 and defined the Recognized Obligation Payment Schedule (ROPS) as the payment to the Successor Agency, which is required by all cities, per California law.

Mayor Pro Tem Wu asked for clarification regarding the time frame as to when the ROPS will be paid in full and asked for the total amount the City still owes.

City Manager Freeland stated that a time frame cannot be given due to the bonds and obligations the City still owes on and it can take approximately decades to completely pay off the debt owed. He also indicated that the City believes the state currently owes West Covina approximately \$30 million in sales tax diversion funds.

A motion was made by Councilwoman Lopez-Viado and seconded by Councilman Castellanos to adopt Resolution No. 2019-04. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None
ABSENT: None

7) APPROVAL OF ASSIGNMENT AGREEMENT AND RELATED CUSTODIAL AGREEMENT ENTERED INTO IN CONNECTION WITH THE ISSUANCE OF REDEVELOPMENT AGENCY OF WEST COVINA COMMUNITY FACILITIES DISTRICT NO. 1989-1 (FASHION PLAZA) 1996 SPECIAL TAX REFUNDING BONDS

It is recommended that the City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, adopt the following resolution:

RESOLUTION NO. 2019-03 – A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER WEST COVINA REDEVELOPMENT AGENCY APPROVING AN ASSIGNMENT AGREEMENT RELATING TO THE ASSIGNMENT OF THE COLLATERALIZED INVESTMENT AGREEMENT AND RELATED CUSTODIAL AGREEMENT ENTERED INTO IN CONNECTION WITH THE ISSUANCE OF THE REDEVELOPMENT AGENCY OF THE CITY OF WEST COVINA COMMUNITY FACILITIES DISTRICT NO. 1989-1 (FASHION PLAZA) 1996 SPECIAL TAX REFUNDING BONDS AND THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH

Item No. 7 was pulled by Councilwoman Lopez-Viado for further discussion.

City Manager Freeland gave a brief overview on Item No. 7 and indicated that a reserve account was invested, and financial institutions were created to oversee said investments.

A motion was made by Councilwoman Lopez-Viado and seconded by Councilman Castellanos to adopt Resolution No. 2019-03. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None
ABSENT: None

HUMAN RESOURCES

8) STATE MINIMUM WAGE SALARY ADJUSTMENTS

It is recommended that the City Council:

1. Approve wage adjustments to eight limited service positions to bring them into compliance with the State's minimum wage requirement as of January 1, 2019;
2. Approve a wage adjustment to the Lifeguard Instructor position to address adverse pay compaction created by the State's minimum wage increase as of January 1, 2019;
3. Approve the deletion of Reprographics Assistant from the Limited Services Pay Schedule due to the position being operationally obsolete; and
4. Adopt the following resolution:

RESOLUTION NO. 2019-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADJUSTING THE HOURLY PAY RATES OF CLASSIFICATIONS WITHIN THE LIMITED SERVICES PAY SCHEDULE AND AMENDING RESOLUTION NO. 2018-10.

A motion was made by Mayor Pro Tem Wu and seconded by Mayor Johnson to approve the aforementioned actions and adopt Resolution No. 2019-01. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None

ABSENT: None

POLICE DEPARTMENT

9) AGREEMENT WITH WEST COVINA UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS AND CROSSING GUARD SERVICES

It is recommended that the City Council approve the cost sharing three-year agreement with West Covina Unified School District for School Resource Officers and Crossing Guard services.

A motion was made by Mayor Pro Tem Wu and seconded by Mayor Johnson to approve the cost sharing three-year agreement with West Covina Unified School District for School Resource Officers and Crossing Guard services. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None
ABSENT: None

PUBLIC SERVICES

10) AUTHORIZATION TO SUBMIT APPLICATIONS TO THE DEPARTMENT OF RESOURCES AND RECYCLING AND RECOVERY (CALRECYCLE)

It is recommended that the City Council approve the following resolutions:

RESOLUTION 2019-06 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING SUBMITTAL OF APPLICATIONS TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR THE USED OIL PAYMENT PROGRAM (OPP) UNDER THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 48690 ET SEQ. COMMENCING WITH THE FISCAL YEAR 2018-2019 TO AND INCLUDING THE FISCAL YEAR 2023-2024

RESOLUTION 2019-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)

A motion was made by Mayor Pro Tem Wu and seconded by Mayor Johnson to approve and adopt Resolution No. 2019-06 and Resolution No. 2019-07. Motion was carried by a vote of 4-0.

AYES: Castellanos, Lopez-Viado, Wu, Johnson
NOES: None
ABSENT: None

END OF CONSENT CALENDAR

City Manager Freeland re-organized the agenda so that Item No. 11 is the last item up for Council discussion.

DEPARTMENTAL REGULAR MATTERS

PUBLIC SERVICES

12) WEST COVINA COMMUNITY SERVICES FOUNDATION POTENTIAL FUNDING FOR COMMUNITY EVENTS

It is recommended that the City Council acting as the West Covina Community Services Foundation Board of Directors provide staff direction regarding use of current fund balances in the West Covina Community Services Foundation for community events.

Assistant City Manager/Public Services Director Bresciani provided a brief report on Item No. 12 and indicated that there is a fund balance of \$60,037 available for programming in the Community Services Foundation. In addition, she provided Council with staff recommendations regarding the allocation of the aforementioned funds.

Vice Chair Wu asked how the money in the foundation is funded.

Assistant City Manager/Public Services Director Bresciani indicated that the funds originated from the donations designated to fund the City's community events. In addition, she also stated that Royal Coaches Towing and Mavericks provide a majority of the funds, which is a part of their contract with the City where they provide for community events on an annual basis. Mrs. Bresciani also shared that the donations for the foundation are random and vary depending on the types of events that companies wish to fund.

Vice Chair Wu asked how many community events the City plans on hosting this year.

Assistant City Manager/Public Services Director Bresciani indicated that the current events that can be funded are the ones the City co-sponsors or partners with another company which include the following:

- Martin Luther King Jr. birthday celebration
- Cherry Blossom
- Movies in the park (co-sponsored with West Covina Plaza)
- Summer Concerts
- Pumpkin Run (partner with Kiwanis)
- Red Ribbon Rally (partner with Rotary)
- Earth Day & Arbor Day (partner with West Covina Beautiful)
- Veteran's Day
- Memorial Day
- Children's Christmas Parade (partner with Kiwanis)

Vice Chair Wu expressed concerns regarding the lack of community events in the City.

Boardmember Lopez-Viado expressed concerns regarding the Fourth of July celebration and indicated that the celebration should be re-implemented.

Assistant City Manager/Public Services Director Bresciani indicated that the bigger events such as the Easter egg hunt and the 4th of July celebration provides a minimal amount of revenue for the City.

Boardmember Kaufman stated that both of these larger events must be preserved.

Boardmember Lopez- Viado asked Assistant City Manager/ Public Services Director Bresciani if there is a lower cost alternative to the Fourth of July event.

Boardmember Castellanos inquired on the price of the eggs for the Easter celebration and if the event could be downsized to save the City on capital.

Assistant City Manager/ Public Services Director Bresciani indicated that the Easter egg hunt could be downsized to one site, however, it would be a high safety risk for both City staff as well as the residents.

Public Services Superintendent Cresap stated that the eggs for the Easter celebration is a major expense as 75% of the budget is allocated to eggs and \$4000 is spent on eggs per site. He added that staff is exploring every avenue possible in order to find a company to co-sponsor the event.

Chair Johnson stated that since the 4th of July event is going to cost the City \$75,000 and there is only \$60,000 available, it would be more beneficial to re-instate other City events instead of just one event that would put the City over budget.

Assistant City Manager/Public Services Director stated that the 4th of July celebration could potentially be moved to an earlier date to save on costs.

A motion was made by Chair Johnson and seconded by Vice Chair Wu to implement all current aforementioned City events totaling up to the allotted \$60,000, with the elimination of the 4th of July celebration. Motion was carried by a vote of 5-0.

AYES:	Castellanos, Kaufman, Lopez-Viado, Wu, Johnson
NOES:	None
ABSENT:	None

MAYOR/ COUNCILMEMBERS REPORTS

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

13) REQUEST FROM MAYOR LLOYD JOHNSON REQUESTING THE CITY COUNCIL'S CONSENSUS TO RE-EXAMINE THE CITY'S TEMPORARY SIGN ORDINANCE TO STRENGTHEN MEASURES TO ADDRESS VIOLATIONS OF ORDINANCE

It is recommended that the City Council direct staff accordingly.

Mayor Johnson gave a brief overview on Item No. 13 and expressed concerns regarding the lack of penalties incurred on candidates who violate the temporary sign ordinance.

A motion was made by Mayor Johnson and seconded by Councilman Castellanos to re-examine the City's temporary sign ordinance to strengthen measures to address violations of said ordinance.

City Attorney Porter indicated that Council direction would be to direct the Planning Commission to discuss this issue at a future meeting and would indicate an initiation of a code amendment. He also stated that a roll call vote would not be necessary since a general consensus of 4-0 was reached.

CITY MANAGER'S OFFICE

11) APPOINTMENT OF VACANT AT-LARGE CITY COUNCIL POSITION

It is recommended that the City Council discuss and make an appointment of an individual to serve the vacant At-Large City Councilmember position through December 2020.

City Manager Freeland reordered the agenda so that the discussion of Item No. 11 takes place after Item No. 13. He also gave a brief overview on Item No. 11 and indicated that there is a vacancy for the at-large City Council position.

Candidates for at-large City Council seat

Karin Armburst
Steve Bennett
Alan Caricco
Jessica Shewmaker
Marsha Solorio
Dave Stewart
Ben Wong
Karim Zaklama

A motion was made by Mayor Pro Tem Wu to nominate Marsha Solorio to the at-large City Council seat. Motion dies for lack of a second.

A motion was made by Mayor Johnson to nominate Steve Bennett to the at-large City Council seat. Motion dies for lack of a second.

A motion was made by Councilwoman Lopez-Viado and seconded by Councilman Castellanos to appoint Jessica Shewmaker to the at-large City Council seat. Motion was carried by a vote of 3-1, with Mayor Johnson in opposition.

AYES: Castellanos, Lopez-Viado, Wu
NOES: Johnson
ABSENT: None

AB 1234 Conference and Meeting Report (verbal, if any)

None given

CITY COUNCIL COMMENTS

Councilman Castellanos stated that Fire Chief Whithorn will have a response regarding Forrest Wilkins concerns during Oral Communications. In addition, Councilman Castellanos inquired on how the City can provide services to residents 5 days a week.

Councilwoman Lopez-Viado requested for staff to agendize a sign ordinance discouraging pan handling within the City and to research information on outside agencies that can assist those in need.

ADJOURNMENT

Mayor Johnson adjourned the meeting at 12:07 a.m.

Submitted by:

Carrie Gallagher, CMC
Assistant City Clerk

Lloyd Johnson
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

**SUBJECT: SUMMARY OF ACTIONS FOR THE COMMUNITY AND SENIOR SERVICES
COMMISSION MEETING OF SEPTEMBER 11, 2018**

RECOMMENDATION:

It is recommended that the City Council receive and file the Summary of Actions for the Regular Community and Senior Services Commission Meeting of September 11, 2018.

DISCUSSION:

The September 11, 2018 Community and Senior Services Commission Meeting Minutes were approved by the Community and Senior Services Commission at the January 8, 2019 Commission Meeting. The Commission was dark in November 2018.

Prepared by: Deborah Johnston, Administrative Assistant II

Additional Approval: Nikole Bresciani, Assistant City Manager/Public Services Director

Attachments

Summary of Actions September 11, 2018



**CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICES COMMISSION**

**TUESDAY, SEPTEMBER 11, 2018, 6:00 PM
REGULAR MEETING**

**WEST COVINA CITY HALL
MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
WEST COVINA, CALIFORNIA 91790**

MINUTES

**Chair Leticia Lopez
Vice-Chair David Stewart
Commissioner Paul Blackburn
Commissioner Steve Cox
Commissioner Tam Dinh
Commissioner Rose Gonzalez
Commissioner Phil Kaufman
Commissioner Glenn Kennedy
Commissioner Nick Lewis
Commissioner Tanya Pina**

AMERICANS WITH DISABILITIES ACT

The Commission complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Commission Meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8:00 a.m. to 5:00 p.m. Monday through Thursday, at least 48 hours prior to the meeting to make arrangements.

AGENDA MATERIAL

Agenda material is available for review at the West Covina City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue and at www.westcovina.org. Any writings or documents regarding any item on this agenda not exempt from public disclosure, provided to a majority of the Commission that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall during normal business hours.

PUBLIC COMMENTS
ADDRESSING THE COMMUNITY AND SENIOR SERVICES COMMISSION

Any person wishing to address the Commission on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance and submit the card to the Commission Secretary.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to three (3) minutes per speaker.

CALL TO ORDER: Chair Lopez at 6:03 p.m.

PLEDGE OF ALLEGIANCE / MOMENT OF SILENT PRAYER: Commissioner Cox

ROLL CALL

Present: Chair Leticia Lopez, Vice-Chair David Stewart, Commissioner Paul Blackburn
Commissioner Steve Cox, Commissioner Phil Kaufman, Commissioner Glenn
Kennedy, Commissioner Nick Lewis, Commissioner Tanya Pina,

Absent: Commissioner Tam Dinh, Commissioner Rose Gonzalez.

Staff Present: Community Services Superintendent Mike Cresap, Community Services
Manager Kelly McDonald, Administrative Assistant II Deborah Johnston.

ORAL COMMUNICATIONS – Three (3) minutes per speaker

Please state your name and city of residence for the record when recognized by the Commission Chair.

Name: Colleen Rozatti, Resident

Comments: Requested more information on Measure H specifically pertaining on how the Homeless Sub-Committee was formed and if a separate committee of residents would be formed under this Sub-Committee. Answer was given that it would only be the AD HOC Homeless Sub-Committee Commissioners appointed by the Commission to serve on this committee.

CONSENT CALENDAR

APPROVAL OF MEETING MINUTES

1) July 10, 2018 Community and Senior Services Commission Meeting Minutes

Motion by Lewis and second by Kaufman to approve the meeting minutes as presented. Motion carried by a vote of 8-0 with 2 absent.

AYES: Blackburn, Cox, Kaufman, Kennedy, Lewis, Pina, Stewart, Lopez.

NOES: None.

ABSENT: Dinh, Gonzalez

NEW BUSINESS

2) Measure H Funding Update – Presented by Kelly McDonald

Update on Measure H was given. Under Measure H, The LA County Supervisors concluded that there will be 9 million dollars available to the County in which each of the 41 Cities whom came together and did 39 separate homeless plans can compete for funding by completing an RFP process. Cities are waiting for that RFP process information in order to apply. There is no direct allocation of funds to each City that submitted a plan. The process for the RFP is estimated to begin January of 2019, and funds are to be dispersed over an 18-month time period to those Cities that were awarded funds. Discussion was had about amount of funding, when it could be available to the City, what options are available to the city to use the funds for, if there is any current litigation in regards to the allocation process, and amount the County is distributing and if it will be an annual re-occurring funding or a one time funding.

3) Facility Reports for June & July 2018 – receive and file.

Report was received and filed.

CONTINUED BUSINESS

AD HOC COMMITTEE REPORTS – Update on CIP Sub-Committee Meeting prior to this meeting was given by the Commissioners on this Committee:

Kaufman stated that they discussed the need for playground developments & restrooms at parks with a preference of restrooms. They went over a more efficient way to provide restrooms and updates will be based off the current list of priorities from the park needs assessment.

Lopez stated that they were presented with some self-cleaning restrooms that would be a good fit for our parks and discussed how they would work and benefits all users of the parks.

Blackburn inquired where the funding would come from. McDonald stated it will be from the Measure A Funds once they are dispersed to the cities. These funds are currently still in the litigation phase so the City is waiting to receive the funds before any projects will be started.

COMMISSIONERS REPORTS

Chair Leticia Lopez: None.

Vice-Chair David Stewart: Requested more information on Vendors at Concerts and if we booked bands for next year yet. Inquired about the Dances at the Senior Center and whether there is a band or DJ. Staff confirmed both depending on event.

Commissioner Paul Blackburn: Requested information on requirements of candidate's signs being allowed on private property. Information was given to report to City Clerk & Code Enforcement.

Commissioner Steve Cox: None.

Commissioner Tam Dinh: Absent.

Commissioner Rose Gonzalez: Absent

Tuesday, September 11, 2018

Commissioner Phil Kaufman: Attended several interesting events from NAACP San Gabriel Valley Chapter's 70th anniversary, Health Fair (HOPE), National Night Out, GWC's Grand Opening of their new office at the mall, the last few Summer Concerts (good bands this year), Hurst Ranch BBQ and the Homeless meeting that was organized by Commissioner Kennedy.

Commissioner Glenn Kennedy: None.

Commission Nick Lewis: None.

Commissioner Tanya Pina: Wanted to let everyone know that Foothill Transit is offering free transportation to the LA County Fair.

ITEMS TO BE AGENDIZED – None.

UPCOMING EVENTS

- **Wednesday, September 12, 2018 at 7:00 p.m.** - Candidate Forum District 2 – Council Chambers
- **Monday, September 17, 2018 at 8:00 a.m.** – 6th Annual Kiwanis Charity Golf Classic. – South Hills Country Club
- **Friday, September 21, 2018 6:30 – 8:00 p.m.** – West Covina Youth Soccer Opening Ceremony – Orangewood Soccer Complex
- **Saturday, September 22, 2018 at 8:00 a.m.** – Heart of the Valley 5K Run/Walk – Plaza at West Covina
- **Wednesday, September 26, 2018 at 7:00 p.m.** – Candidate Forum District 4 – Council Chambers
- **Friday, October 5, 2018 7:00 p.m.** – Kings of Cameron Football Game – West Covina High School
- **Saturday, October 6, 2018 10:00 a.m. – 2:00 p.m.** – Fire Prevention Week Open House – Fire Station 2.
- **Week of October 7-13, 2018** – Fire Prevention Week. – No Event Scheduled, information only
- **Wednesday, October 10, 2018 at 7:00 p.m.** – Candidate Forum District 5 – Council Chambers
- **Saturday, October 20, 2018 6:30 – 10:00 a.m.** – 5K Adult and Youth Run/Walk Pumpkin Run/Health Expo – Cortez Community & Senior Center
- **Saturday, October 20, 2018 10:00 a.m. – 2:00 p.m.** – Hurst Ranch Harvest Festival – Hurst Ranch
- **Week October 23-31, 2018** – Red Ribbon Week. – More information to come.
- **Wednesday, October 31, 2018 10:00 a.m. – 1:00 p.m.** – Halloween Lunch & Costume Contest – Cortez Community & Senior Center
- **Friday, November 2, 2018 6 – 9 p.m.** – Roaring 20's Speak Easy Casino Night – Cortez Community & Senior Center.
- **Tuesday, November 6, 2018** – Voting day
- **Friday, November 9, 2018** – Veteran's Day Lunch – Cortez Community & Senior Center
- **Monday, November 12, 2018 10 a.m.** – Veteran's Day Ceremony – Civic Center Courtyard

ADJOURNMENT at 6:44 p.m.

Motion by Lewis and second by Pina.

Motion carried by a vote of 8-0 with 2 absent.

AYES: Blackburn, Cox, Kaufman, Kennedy, Lewis, Pina, Stewart, Lopez.

NOES: None.

ABSENT: Dinh, Gonzalez

Tuesday, September 11, 2018

2018 Community and Senior Services Commission Meetings

Tuesday, November 13, 2018

Tuesday, January 8, 2019

Tuesday, March 12, 2019

Submitted by:

A handwritten signature in dark ink, appearing to read "Deborah Johnston", is written over a horizontal line.

Deborah Johnston
Administrative Assistant II



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: CITY INVESTMENT REPORT FOR THE MONTH ENDED DECEMBER 31, 2018

RECOMMENDATION:

It is recommended that the City Council receive and file the Investment Report for the month ended December 31, 2018.

DISCUSSION:

The Investment Report (Attachment No. 1) presents the City's cash and investments for the month ended December 31, 2018. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as, reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. The City's Investment Policy was last revised and adopted by City Council on June 5, 2018. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months.

The City's Investment Policy has set primary goals of the portfolio management of safety, liquidity and yield. The City's surplus funds are with the Los Angeles County Investment Pool (LACIP) and Chandler Asset Management. At December 31, 2018, the City's investment portfolio had a market value of \$46,262,352.

Bond reserves are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. At December 31, 2018, the City's bond reserves had a market value of \$1,656,372.

Prepared by: Todd H. Owens, Accounting Manager

Additional Approval: Marcie Medina, Finance Director

Fiscal Impact

FISCAL IMPACT:

No Fiscal Impact.

Attachments

Attachment No. 1 - Investment Report

**City of West Covina
Investment Report
For the Month Ended December 31, 2018**

Description	Book Value	Market Value	Interest/ Yield to Maturity	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Wells Fargo Checking Account	\$ 13,132,057	\$ 13,132,057	0.00%	n/a	27.40%
Pacific Western Bank Checking - HPP (CDBG)	8,618	8,618	0.00%	n/a	0.02%
Pacific Western Bank Checking - HPP (LMIHF)	12,256	12,256	0.00%	n/a	0.03%
Los Angeles County Investment Pool (LACIP)	10,643,809	10,643,809	2.06%	n/a	22.21%
Money Market Fund - Bank of the West	504,243	504,243	0.59%	n/a	1.05%
Investments - Chandler Asset Management					
Asset-Backed Securities	704,793	702,983	2.98%	See attached	1.47%
Federal Agencies	7,260,683	7,124,970	2.58%	See attached	14.87%
Collateralized Mortgage Obligation	152,089	150,355	2.83%	See attached	0.31%
Money Market Funds	105,022	105,022	2.05%	See attached	0.22%
Supranationals	2,179,836	2,147,125	2.64%	See attached	4.48%
US Corporate	6,136,614	6,037,394	3.03%	See attached	12.60%
US Treasury	5,796,820	5,693,520	2.53%	See attached	11.88%
Total Cash and Investments	\$ 46,636,840	\$ 46,262,352			
Bond Reserves					
Lease Revenue Bonds, 2006 Series A & 2006 Series B (Taxable)					
First American Treasury Obligations Fund Class D	\$ 1,071,000	\$ 1,071,000	1.88%	n/a	2.24%
First American Treasury Obligations Fund Class D	585,372	585,372	1.88%	n/a	1.22%
Total Bond Reserves	\$ 1,656,372	\$ 1,656,372			
Total Investment Portfolio	\$ 48,293,212	\$ 47,918,724			100.00%

Blended Yield of Cash and Investments *	2.46%
--	--------------

Benchmarks:	
LAIF	2.29%
LACIP *	2.06%
6mo U.S. Treasury	2.56%
2yr U.S. Treasury	2.48%
5yr U.S. Treasury	2.51%

* To ensure timely submission of the Investment Report, the prior month's LACIP percentage yield is used.

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.

PREPARED BY:


Todd H. Owens - Accounting Manager

REVIEWED BY:


Colleen B. Rozatti - City Treasurer

APPROVED BY:


Marcie Medina - Finance Director



City of West Covina Consolidated - Account #10482

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2018 THROUGH DECEMBER 31, 2018

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

US Bank
Christopher Isles
(503) 464-3685

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

Portfolio Summary

As of December 31, 2018



PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.57
Average Coupon	1.72%
Average Purchase YTM	1.47%
Average Market YTM	2.71%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	1.67 yrs
Average Life	1.63 yrs

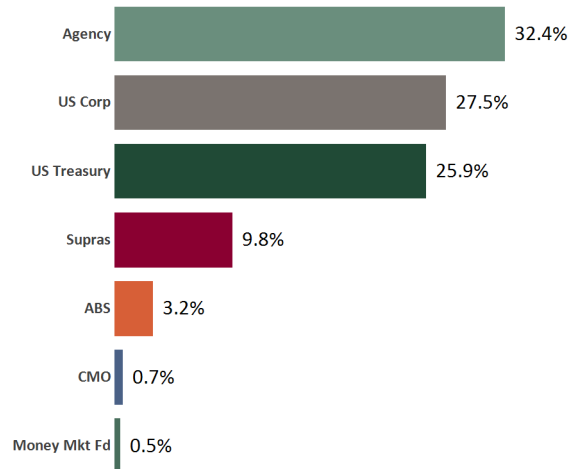
ACCOUNT SUMMARY

	Beg. Values as of 11/30/18	End Values as of 12/31/18
Market Value	23,282,434	21,961,369
Accrued Interest	97,866	92,769
Total Market Value	23,380,300	22,054,139
Income Earned	29,568	27,729
Cont/WD		
Par	23,723,778	22,281,301
Book Value	23,785,688	22,335,857
Cost Value	23,941,617	22,471,902

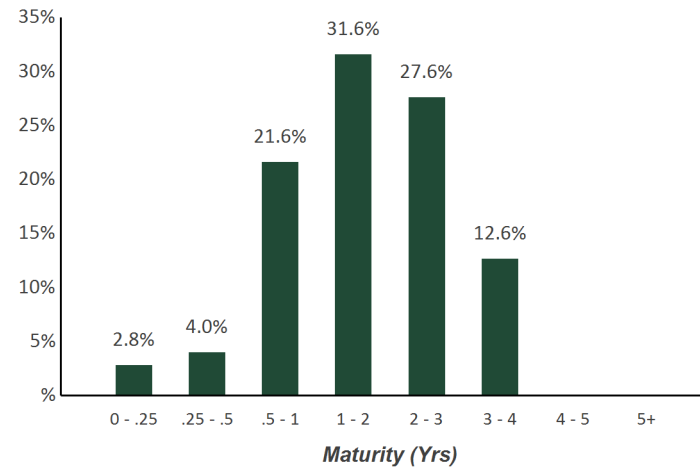
TOP ISSUERS

Government of United States	25.9%
Federal National Mortgage Assoc	15.8%
Federal Home Loan Mortgage Corp	11.1%
Federal Home Loan Bank	6.2%
International Finance Corp	5.4%
Inter-American Dev Bank	4.4%
Microsoft	2.7%
Eli Lilly & Co	2.3%
Total	73.8%

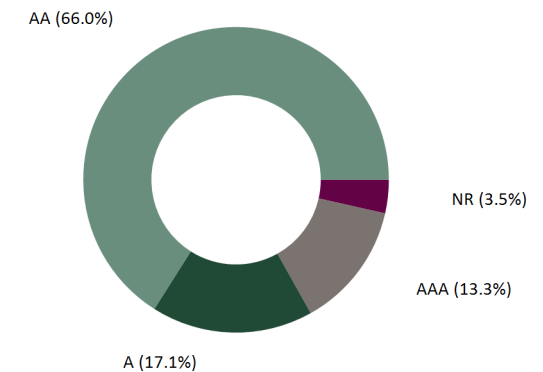
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of December 31, 2018



City of West Covina

Assets managed by Chandler Asset Management are in full compliance with state law and the District's investment policy.

Category	Standard	Comment
Treasury Issues	No limitations	Complies
Federal Agencies	No limitations	Complies
Municipal Securities	"A" or higher by a NRSRO; 30% maximum; 5% max per issuer	Complies
Supranationals	"AA" rated or higher by a NRSRO; 30% max; 10% max per issuer; Unsubordinated obligations issued by: IBRD, IFC, IADB	Complies
Medium Term Notes	"A" rated or higher by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S.	Complies
Collateralized Certificates of Deposit	25% maximum	Complies
Negotiable Certificates of Deposit	"A" rated or better by a NRSRO; 30% maximum	Complies
Banker's Acceptances	40% maximum; 30% max per one commercial bank; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 rating or higher by both S&P and Moody's; 25% maximum; 5% per issuer; 270 days max maturity; Eligible paper is limited to corporations organized and operating within the U.S. with total assets of at least \$500 million	Complies
Asset-Backed Securities/ Mortgage-Backed Securities	"AA" or better by a NRSRO; "A" rated issuer rating or higher by a NRSRO; 20% maximum	Complies
Money Market Mutual Funds	"AAA" rated or highest rating by a NRSRO; 20% maximum; 10% per fund	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements	Complies
Repurchase Agreements	20% maximum; 100 days max maturity; collateralized 102% of market value; Not used by investment adviser	Complies
Local Agency Investment Fund (LAIF)	Maximum program; Not used by investment adviser	Complies
Los Angeles County Investment Pool	Maximum program; Not used by investment adviser	Complies
Max per Security Type	No more than 40% of the City's total portfolio shall be invested in a single security type or with a single financial institution	Complies
Max per Issuer	No more than 5% in any single issuer except US Gov, Agencies, Supranationals, Money Market Funds, LAIF, or LGIP	Complies
Maximum Maturity	5 years	Complies

Holdings Report

As of December 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
654747AB0	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	8,579.58	03/21/2017 1.47%	8,579.54 8,579.56	99.95 2.98%	8,575.64 5.60	0.04% (3.92)	Aaa / NR AAA	1.04 0.03
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	41,058.35	07/11/2017 1.60%	41,054.79 41,056.68	99.81 2.95%	40,979.90 29.01	0.19% (76.78)	Aaa / NR AAA	1.29 0.14
89237RAB4	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	162,106.06	07/25/2017 1.59%	162,104.50 162,105.24	99.60 2.98%	161,454.70 113.84	0.73% (650.54)	Aaa / AAA NR	1.54 0.29
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	149,870.55	01/23/2018 2.12%	149,855.23 149,860.42	99.61 3.07%	149,286.49 139.88	0.68% (573.93)	Aaa / AAA NR	1.79 0.40
47788CAB8	John Deere Owner Trust 2018-A A2 2.42% Due 10/15/2020	149,664.46	Various 2.51%	149,509.20 149,556.65	99.81 2.94%	149,380.96 160.98	0.68% (175.69)	Aaa / NR AAA	1.79 0.38
43811BAC8	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	110,000.00	04/27/2018 2.62%	108,289.84 108,639.26	98.97 2.95%	108,862.60 82.13	0.49% 223.34	Aaa / AAA NR	2.63 0.82
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	35,000.00	07/11/2017 1.83%	34,997.44 34,998.32	98.87 2.99%	34,604.57 28.31	0.16% (393.75)	Aaa / NR AAA	2.79 0.97
47788CAC6	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	50,000.00	02/21/2018 2.68%	49,996.41 49,997.14	99.68 2.90%	49,838.05 59.11	0.23% (159.09)	Aaa / NR AAA	3.30 1.42
Total ABS		706,279.00	2.14%	704,386.95 704,793.27	2.98%	702,982.91 618.86	3.19% (1,810.36)	Aaa / AAA AAA	1.98 0.52
AGENCY									
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	565,000.00	07/29/2016 0.89%	570,938.15 566,146.53	99.17 2.70%	560,298.07 2,942.71	2.55% (5,848.46)	Aaa / AA+ AAA	0.58 0.57
3135G0P49	FNMA Note 1% Due 8/28/2019	700,000.00	09/02/2016 1.06%	698,782.00 699,731.96	98.93 2.66%	692,540.80 2,391.66	3.15% (7,191.16)	Aaa / AA+ AAA	0.66 0.65
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	700,000.00	08/05/2016 0.97%	706,153.00 701,466.02	98.97 2.64%	692,766.90 2,163.20	3.15% (8,699.12)	Aaa / AA+ AAA	0.75 0.74
3137EAE5	FHLMC Note 1.5% Due 1/17/2020	350,000.00	01/12/2017 1.54%	349,622.00 349,868.48	98.88 2.60%	346,074.05 2,391.67	1.58% (3,794.43)	Aaa / AA+ AAA	1.05 1.02
3135G0A78	FNMA Note 1.625% Due 1/21/2020	350,000.00	10/14/2016 1.16%	355,204.50 351,682.40	99.00 2.59%	346,516.45 2,527.78	1.58% (5,165.95)	Aaa / AA+ AAA	1.06 1.03
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	350,000.00	06/29/2017 1.58%	348,015.50 349,069.05	98.46 2.56%	344,594.95 802.08	1.57% (4,474.10)	Aaa / AA+ AAA	1.33 1.31

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
313383HU8	FHLB Note 1.75% Due 6/12/2020	350,000.00	Various 1.12%	358,197.50 353,120.85	98.85 2.57%	345,962.40 323.27	1.57% (7,158.45)	Aaa / AA+ NR	1.45 1.42
3135G0D75	FNMA Note 1.5% Due 6/22/2020	700,000.00	07/29/2016 1.03%	712,474.00 704,712.78	98.54 2.52%	689,759.70 262.50	3.13% (14,953.08)	Aaa / AA+ AAA	1.48 1.45
3135G0F73	FNMA Note 1.5% Due 11/30/2020	350,000.00	07/29/2016 1.10%	355,939.50 352,619.38	98.02 2.57%	343,064.40 452.08	1.56% (9,554.98)	Aaa / AA+ AAA	1.92 1.87
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	350,000.00	07/29/2016 1.13%	353,846.50 351,799.65	97.68 2.50%	341,864.95 1,777.95	1.56% (9,934.70)	Aaa / AA+ AAA	2.14 2.07
3135G0K69	FNMA Note 1.25% Due 5/6/2021	350,000.00	07/22/2016 1.27%	349,744.50 349,874.67	97.10 2.53%	339,860.15 668.40	1.54% (10,014.52)	Aaa / AA+ AAA	2.35 2.29
313379RB7	FHLB Note 1.875% Due 6/11/2021	350,000.00	08/15/2017 1.73%	351,802.50 351,152.57	98.14 2.67%	343,489.65 364.58	1.56% (7,662.92)	Aaa / AA+ AAA	2.45 2.37
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	350,000.00	08/19/2016 1.28%	347,452.00 348,681.09	96.58 2.53%	338,017.40 1,826.56	1.54% (10,663.69)	Aaa / AA+ AAA	2.54 2.46
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	350,000.00	08/19/2016 1.32%	346,720.50 348,277.18	96.58 2.48%	338,032.45 1,520.31	1.54% (10,244.73)	Aaa / AA+ AAA	2.62 2.54
3135G0S38	FNMA Note 2% Due 1/5/2022	725,000.00	Various 1.88%	728,871.25 727,516.97	98.52 2.51%	714,272.18 7,088.89	3.27% (13,244.79)	Aaa / AA+ AAA	3.02 2.87
3135G0T45	FNMA Note 1.875% Due 4/5/2022	355,000.00	06/19/2017 1.88%	354,946.40 354,963.55	97.99 2.52%	347,855.63 1,590.10	1.58% (7,107.92)	Aaa / AA+ AAA	3.26 3.12
Total Agency		7,245,000.00	1.28%	7,288,709.80 7,260,683.13	2.58%	7,124,970.13 29,093.74	32.44% (135,713.00)	Aaa / AA+ AAA	1.69 1.64
CMO									
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	150,000.00	01/04/2018 1.91%	152,835.94 152,088.76	100.24 2.83%	150,354.90 373.88	0.68% (1,733.86)	NR / NR AAA	2.74 2.41
Total CMO		150,000.00	1.91%	152,835.94 152,088.76	2.83%	150,354.90 373.88	0.68% (1,733.86)	NR / NR AAA	2.74 2.41



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund Class Y	105,022.12	Various 2.05%	105,022.12 105,022.12	1.00 2.05%	105,022.12 0.00	0.48% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		105,022.12	2.05%	105,022.12 105,022.12	2.05%	105,022.12 0.00	0.48% 0.00	Aaa / AAA AAA	0.00 0.00
SUPRANATIONAL									
45950KCD0	International Finance Corp Note 1.75% Due 9/16/2019	700,000.00	08/05/2016 1.02%	715,554.00 703,538.74	99.33 2.71%	695,303.70 3,572.92	3.17% (8,235.04)	Aaa / AAA NR	0.71 0.69
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 5/12/2020	290,000.00	04/05/2017 1.70%	289,312.70 289,696.64	98.72 2.59%	286,281.33 641.42	1.30% (3,415.31)	Aaa / AAA AAA	1.36 1.33
4581X0CD8	Inter-American Dev Bank Note 2.125% Due 11/9/2020	350,000.00	08/05/2016 1.21%	363,261.50 355,785.91	99.07 2.64%	346,733.45 1,074.31	1.58% (9,052.46)	Aaa / AAA AAA	1.86 1.80
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	215,000.00	01/18/2018 2.35%	214,367.90 214,564.57	99.34 2.58%	213,588.96 2,096.25	0.98% (975.61)	Aaa / AAA NR	2.07 1.99
45950KCJ7	International Finance Corp Note 1.125% Due 7/20/2021	275,000.00	11/09/2016 1.64%	268,576.00 271,508.61	96.43 2.58%	265,179.75 1,383.59	1.21% (6,328.86)	Aaa / AAA NR	2.55 2.48
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	345,000.00	01/10/2017 2.15%	344,575.65 344,741.35	98.56 2.62%	340,038.21 3,319.43	1.56% (4,703.14)	Aaa / NR AAA	3.05 2.90
Total Supranational		2,175,000.00	1.53%	2,195,647.75 2,179,835.82	2.64%	2,147,125.40 12,087.92	9.79% (32,710.42)	Aaa / AAA AAA	1.72 1.66
US CORPORATE									
532457BF4	Eli Lilly & Co Note 1.95% Due 3/15/2019	500,000.00	09/08/2016 1.20%	509,180.00 500,734.00	99.77 3.04%	498,864.00 2,870.84	2.28% (1,870.00)	A2 / AA- A	0.20 0.20
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	500,000.00	07/12/2016 1.31%	512,145.00 501,365.42	99.78 2.89%	498,906.00 2,016.66	2.27% (2,459.42)	A1 / A+ AA-	0.32 0.31
594918BN3	Microsoft Note 1.1% Due 8/8/2019	410,000.00	08/01/2016 1.14%	409,577.70 409,915.54	99.00 2.78%	405,918.45 1,791.47	1.85% (3,997.09)	Aaa / AAA AA+	0.60 0.59

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US CORPORATE									
084664CK5	Berkshire Hathaway Note 1.3% Due 8/15/2019	205,000.00	08/08/2016 1.33%	204,801.15 204,958.96	98.95 3.01%	202,848.12 1,006.78	0.92% (2,110.84)	Aa2 / AA A+	0.62 0.61
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	500,000.00	Various 1.36%	514,405.00 503,191.70	99.48 3.06%	497,401.00 3,513.90	2.27% (5,790.70)	A1 / A AA-	0.70 0.68
68389XAX3	Oracle Corp Note 2.25% Due 10/8/2019	250,000.00	08/09/2016 1.32%	257,177.50 251,744.53	99.53 2.87%	248,819.50 1,296.88	1.13% (2,925.03)	A1 / AA- A	0.77 0.75
46625HKA7	JP Morgan Chase Callable Note Cont 12/23/2019 2.25% Due 1/23/2020	445,000.00	08/26/2016 1.81%	451,363.50 446,986.03	99.00 3.21%	440,567.80 4,394.38	2.02% (6,418.23)	A2 / A- AA-	1.06 1.03
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	250,000.00	07/15/2016 1.67%	254,060.00 251,240.99	98.91 3.18%	247,281.25 2,254.51	1.13% (3,959.74)	A2 / A- A+	1.08 1.05
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	150,000.00	11/01/2016 1.57%	150,873.00 150,298.77	98.96 2.69%	148,443.75 991.67	0.68% (1,855.02)	Aa3 / A+ A+	1.13 1.09
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	500,000.00	07/26/2016 1.49%	513,955.00 505,066.34	98.61 3.28%	493,050.00 1,281.26	2.24% (12,016.34)	A2 / A- NR	1.39 1.35
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	90,000.00	05/24/2017 1.82%	89,947.80 89,975.19	98.57 2.83%	88,712.19 117.00	0.40% (1,263.00)	A2 / A A	1.43 1.39
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	390,000.00	02/06/2017 2.17%	391,836.90 390,905.65	98.57 3.10%	384,422.62 1,445.16	1.75% (6,483.03)	A3 / A A	1.84 1.78
44932HAG8	IBM Credit Corp Note 2.65% Due 2/5/2021	250,000.00	02/14/2018 2.84%	248,662.50 249,055.74	98.88 3.21%	247,188.25 2,686.81	1.13% (1,867.49)	A1 / A A	2.10 2.00
037833BS8	Apple Inc Callable Note Cont 1/23/2021 2.25% Due 2/23/2021	250,000.00	08/19/2016 1.57%	257,375.00 253,517.03	98.83 2.81%	247,071.00 2,000.00	1.13% (6,446.03)	Aa1 / AA+ NR	2.15 2.06
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	250,000.00	07/11/2016 1.43%	258,810.00 254,115.85	98.56 2.91%	246,400.50 1,851.67	1.13% (7,715.35)	Aaa / AA+ NR	2.17 2.08
166764BG4	Chevron Corp Callable Note Cont 4/15/2021 2.1% Due 5/16/2021	250,000.00	08/16/2016 1.66%	255,022.50 252,512.70	98.07 2.94%	245,174.00 656.25	1.11% (7,338.70)	Aa2 / AA NR	2.38 2.29
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	250,000.00	08/26/2016 1.71%	252,750.00 251,387.78	97.19 3.18%	242,981.00 568.75	1.10% (8,406.78)	A1 / A AA-	2.38 2.30

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US CORPORATE									
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	200,000.00	08/26/2016 1.60%	199,536.00 199,755.52	97.15 2.69%	194,293.40 1,231.39	0.89% (5,462.12)	Aaa / AAA AA+	2.61 2.51
69371RN44	Paccar Financial Corp Note 1.65% Due 8/11/2021	225,000.00	01/25/2017 2.57%	216,153.00 219,902.54	96.41 3.09%	216,915.30 1,443.75	0.99% (2,987.24)	A1 / A+ NR	2.61 2.51
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	250,000.00	07/25/2017 2.45%	249,977.50 249,983.93	96.85 3.39%	242,135.75 2,603.13	1.11% (7,848.18)	A2 / A A+	3.58 3.35
Total US Corporate		6,115,000.00	1.64%	6,197,609.05 6,136,614.21	3.03%	6,037,393.88 36,022.26	27.54% (99,220.33)	A1 / A+ A+	1.37 1.32
US TREASURY									
912828WS5	US Treasury Note 1.625% Due 6/30/2019	375,000.00	07/20/2016 0.84%	383,497.35 376,424.14	99.55 2.54%	373,300.88 16.83	1.69% (3,123.26)	Aaa / AA+ AAA	0.50 0.49
912828G95	US Treasury Note 1.625% Due 12/31/2019	750,000.00	07/25/2016 0.96%	766,848.22 754,894.46	99.00 2.64%	742,529.26 33.66	3.37% (12,365.20)	Aaa / AA+ AAA	1.00 0.98
912828UL2	US Treasury Note 1.375% Due 1/31/2020	375,000.00	08/05/2016 0.91%	380,992.47 376,862.33	98.69 2.61%	370,092.75 2,157.78	1.69% (6,769.58)	Aaa / AA+ AAA	1.08 1.06
912828UV0	US Treasury Note 1.125% Due 3/31/2020	375,000.00	08/05/2016 0.92%	377,799.11 375,956.87	98.26 2.55%	368,481.38 1,077.87	1.68% (7,475.49)	Aaa / AA+ AAA	1.25 1.22
912828K58	US Treasury Note 1.375% Due 4/30/2020	225,000.00	06/27/2017 1.52%	224,113.06 224,585.18	98.46 2.56%	221,537.03 529.87	1.01% (3,048.15)	Aaa / AA+ AAA	1.33 1.30
912828VF4	US Treasury Note 1.375% Due 5/31/2020	375,000.00	08/05/2016 0.99%	380,391.88 376,998.71	98.39 2.54%	368,950.13 453.30	1.67% (8,048.58)	Aaa / AA+ AAA	1.42 1.39
912828L99	US Treasury Note 1.375% Due 10/31/2020	250,000.00	12/14/2016 1.77%	246,319.20 248,260.98	97.97 2.52%	244,922.00 588.74	1.11% (3,338.98)	Aaa / AA+ AAA	1.84 1.79
912828N48	US Treasury Note 1.75% Due 12/31/2020	250,000.00	01/24/2018 2.20%	246,796.88 247,816.73	98.57 2.49%	246,435.50 12.09	1.12% (1,381.23)	Aaa / AA+ AAA	2.00 1.95
912828N89	US Treasury Note 1.375% Due 1/31/2021	375,000.00	08/11/2016 1.07%	380,054.97 377,355.68	97.71 2.51%	366,401.25 2,157.78	1.67% (10,954.43)	Aaa / AA+ AAA	2.09 2.02
912828P87	US Treasury Note 1.125% Due 2/28/2021	350,000.00	06/27/2017 1.66%	343,397.66 346,115.40	97.11 2.50%	339,896.55 1,337.88	1.55% (6,218.85)	Aaa / AA+ AAA	2.16 2.11
912828WN6	US Treasury Note 2% Due 5/31/2021	750,000.00	Various 1.51%	766,555.25 758,538.68	98.89 2.48%	741,679.50 1,318.68	3.37% (16,859.18)	Aaa / AA+ AAA	2.42 2.34

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828S76	US Treasury Note 1.125% Due 7/31/2021	250,000.00	05/30/2017 1.69%	244,366.07 246,513.03	96.62 2.48%	241,552.75 1,176.97	1.10% (4,960.28)	Aaa / AA+ AAA	2.58 2.51
912828G87	US Treasury Note 2.125% Due 12/31/2021	165,000.00	06/29/2017 1.80%	167,307.98 166,536.31	99.02 2.47%	163,375.74 9.69	0.74% (3,160.57)	Aaa / AA+ AAA	3.00 2.89
912828V72	US Treasury Note 1.875% Due 1/31/2022	200,000.00	07/25/2017 1.82%	200,492.86 200,336.34	98.22 2.48%	196,437.60 1,569.29	0.90% (3,898.74)	Aaa / AA+ AAA	3.09 2.95
912828J43	US Treasury Note 1.75% Due 2/28/2022	355,000.00	03/13/2017 2.14%	348,580.68 350,909.50	97.82 2.47%	347,262.07 2,110.88	1.58% (3,647.43)	Aaa / AA+ AAA	3.16 3.03
912828XG0	US Treasury Note 2.125% Due 6/30/2022	365,000.00	08/15/2017 1.82%	370,176.81 368,715.19	98.81 2.48%	360,665.63 21.43	1.64% (8,049.56)	Aaa / AA+ AAA	3.50 3.35
Total US Treasury		5,785,000.00	1.39%	5,827,690.45 5,796,819.53	2.53%	5,693,520.02 14,572.74	25.88% (103,299.51)	Aaa / AA+ AAA	1.92 1.86
TOTAL PORTFOLIO		22,281,301.12	1.47%	22,471,902.06 22,335,856.84	2.71%	21,961,369.36 92,769.40	100.00% (374,487.48)	Aa1 / AA AAA	1.67 1.57
TOTAL MARKET VALUE PLUS ACCRUED						22,054,138.76			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/03/2018	31846V203	1,125,205.98	First American Govt Obligation Fund Class Y	1.000	1.81%	1,125,205.98	0.00	1,125,205.98	0.00
Purchase	12/03/2018	31846V203	221.01	First American Govt Obligation Fund Class Y	1.000	1.81%	221.01	0.00	221.01	0.00
Purchase	12/05/2018	31846V203	810.00	First American Govt Obligation Fund Class Y	1.000	1.81%	810.00	0.00	810.00	0.00
Purchase	12/11/2018	31846V203	3,281.25	First American Govt Obligation Fund Class Y	1.000	1.81%	3,281.25	0.00	3,281.25	0.00
Purchase	12/12/2018	31846V203	3,062.50	First American Govt Obligation Fund Class Y	1.000	1.81%	3,062.50	0.00	3,062.50	0.00
Purchase	12/14/2018	31846V203	3,062.50	First American Govt Obligation Fund Class Y	1.000	1.81%	3,062.50	0.00	3,062.50	0.00
Purchase	12/14/2018	31846V203	350,000.00	First American Govt Obligation Fund Class Y	1.000	1.81%	350,000.00	0.00	350,000.00	0.00
Purchase	12/17/2018	31846V203	154.00	First American Govt Obligation Fund Class Y	1.000	1.81%	154.00	0.00	154.00	0.00
Purchase	12/17/2018	31846V203	6,990.22	First American Govt Obligation Fund Class Y	1.000	1.81%	6,990.22	0.00	6,990.22	0.00
Purchase	12/17/2018	31846V203	53.08	First American Govt Obligation Fund Class Y	1.000	1.81%	53.08	0.00	53.08	0.00
Purchase	12/17/2018	31846V203	15,255.20	First American Govt Obligation Fund Class Y	1.000	1.81%	15,255.20	0.00	15,255.20	0.00
Purchase	12/17/2018	31846V203	110.83	First American Govt Obligation Fund Class Y	1.000	1.81%	110.83	0.00	110.83	0.00
Purchase	12/17/2018	31846V203	9,347.32	First American Govt Obligation Fund Class Y	1.000	1.81%	9,347.32	0.00	9,347.32	0.00
Purchase	12/17/2018	31846V203	22,058.54	First American Govt Obligation Fund Class Y	1.000	1.81%	22,058.54	0.00	22,058.54	0.00
Purchase	12/17/2018	31846V203	15,209.75	First American Govt Obligation Fund Class Y	1.000	1.81%	15,209.75	0.00	15,209.75	0.00
Purchase	12/22/2018	31846V203	5,250.00	First American Govt Obligation Fund Class Y	1.000	1.81%	5,250.00	0.00	5,250.00	0.00

Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/26/2018	31846V203	373.88	First American Govt Obligation Fund Class Y	1.000	1.81%	373.88	0.00	373.88	0.00
Purchase	12/31/2018	31846V203	16,959.39	First American Govt Obligation Fund Class Y	1.000	2.05%	16,959.39	0.00	16,959.39	0.00
Subtotal			1,577,405.45				1,577,405.45	0.00	1,577,405.45	0.00
TOTAL ACQUISITIONS			1,577,405.45				1,577,405.45	0.00	1,577,405.45	0.00
DISPOSITIONS										
Sale	12/03/2018	037833AQ3	250,000.00	Apple Inc Note 2.1% Due 5/6/2019	99.700	2.81%	249,250.00	393.75	249,643.75	-1,845.71
Sale	12/03/2018	17275RAR3	250,000.00	Cisco Systems Note 2.125% Due 3/1/2019	99.837	2.78%	249,592.50	1,357.64	250,950.14	-1,008.93
Sale	12/03/2018	30231GAD4	250,000.00	Exxon Mobil Corp Callable Note Cont 2/15/2019 1.819% Due 3/15/2019	99.750	2.70%	249,375.00	985.29	250,360.29	-1,085.42
Sale	12/03/2018	912828D23	375,000.00	US Treasury Note 1.625% Due 4/30/2019	99.652	2.48%	373,696.29	555.51	374,251.80	-1,747.03
Subtotal			1,125,000.00				1,121,913.79	3,292.19	1,125,205.98	-5,687.09
Paydown	12/17/2018	43811BAC8	0.00	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	100.000		0.00	154.00	154.00	0.00
Paydown	12/17/2018	47788BAB0	6,926.64	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		6,926.64	63.58	6,990.22	0.00
Paydown	12/17/2018	47788BAD6	0.00	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		0.00	53.08	53.08	0.00
Paydown	12/17/2018	47788CAB8	14,923.28	John Deere Owner Trust 2018-A A2 2.42% Due 10/15/2020	100.000		14,923.28	331.92	15,255.20	0.00
Paydown	12/17/2018	47788CAC6	0.00	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	100.000		0.00	110.83	110.83	0.00
Paydown	12/17/2018	654747AB0	9,325.38	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	100.000		9,325.38	21.94	9,347.32	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/17/2018	89237RAB4	21,816.38	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		21,816.38	242.16	22,058.54	0.00
Paydown	12/17/2018	89238BAB8	14,921.36	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		14,921.36	288.39	15,209.75	0.00
Paydown	12/26/2018	3137BFDQ1	0.00	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		0.00	373.88	373.88	0.00
Subtotal			67,913.04				67,913.04	1,639.78	69,552.82	0.00
Maturity	12/14/2018	313376BR5	350,000.00	FHLB Note 1.75% Due 12/14/2018	100.000		350,000.00	0.00	350,000.00	0.00
Subtotal			350,000.00				350,000.00	0.00	350,000.00	0.00
Security Withdrawal	12/03/2018	31846V203	1,100,000.00	First American Govt Obligation Fund Class Y	1.000		1,100,000.00	0.00	1,100,000.00	0.00
Security Withdrawal	12/06/2018	31846V203	1,775.25	First American Govt Obligation Fund Class Y	1.000		1,775.25	0.00	1,775.25	0.00
Security Withdrawal	12/14/2018	31846V203	375,000.00	First American Govt Obligation Fund Class Y	1.000		375,000.00	0.00	375,000.00	0.00
Security Withdrawal	12/24/2018	31846V203	194.02	First American Govt Obligation Fund Class Y	1.000		194.02	0.00	194.02	0.00
Subtotal			1,476,969.27				1,476,969.27	0.00	1,476,969.27	0.00
TOTAL DISPOSITIONS			3,019,882.31				3,016,796.10	4,931.97	3,021,728.07	-5,687.09
OTHER TRANSACTIONS										
Interest	12/05/2018	437076BQ4	90,000.00	Home Depot Note 1.8% Due 6/5/2020	0.000		810.00	0.00	810.00	0.00
Interest	12/11/2018	313379RB7	350,000.00	FHLB Note 1.875% Due 6/11/2021	0.000		3,281.25	0.00	3,281.25	0.00
Interest	12/12/2018	313383HU8	350,000.00	FHLB Note 1.75% Due 6/12/2020	0.000		3,062.50	0.00	3,062.50	0.00
Interest	12/14/2018	313376BR5	350,000.00	FHLB Note 1.75% Due 12/14/2018	0.000		3,062.50	0.00	3,062.50	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	12/22/2018	3135G0D75	700,000.00	FNMA Note 1.5% Due 6/22/2020	0.000		5,250.00	0.00	5,250.00	0.00
Interest	12/31/2018	912828G87	165,000.00	US Treasury Note 2.125% Due 12/31/2021	0.000		1,753.13	0.00	1,753.13	0.00
Interest	12/31/2018	912828G95	750,000.00	US Treasury Note 1.625% Due 12/31/2019	0.000		6,093.75	0.00	6,093.75	0.00
Interest	12/31/2018	912828N48	250,000.00	US Treasury Note 1.75% Due 12/31/2020	0.000		2,187.50	0.00	2,187.50	0.00
Interest	12/31/2018	912828WS5	375,000.00	US Treasury Note 1.625% Due 6/30/2019	0.000		3,046.88	0.00	3,046.88	0.00
Interest	12/31/2018	912828XG0	365,000.00	US Treasury Note 2.125% Due 6/30/2022	0.000		3,878.13	0.00	3,878.13	0.00
Subtotal			3,745,000.00				32,425.64	0.00	32,425.64	0.00
Dividend	12/03/2018	31846V203	1,129,791.92	First American Govt Obligation Fund Class Y	0.000		221.01	0.00	221.01	0.00
Subtotal			1,129,791.92				221.01	0.00	221.01	0.00
TOTAL OTHER TRANSACTIONS			4,874,791.92				32,646.65	0.00	32,646.65	0.00



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: SUCCESSOR AGENCY INVESTMENT REPORT FOR THE MONTH ENDED DECEMBER 31, 2018

RECOMMENDATION:

It is recommended that the Chair and Board Members of the Successor Agency to the former West Covina Redevelopment Agency, receive and file the Investment Report for the month ended December 31, 2018.

DISCUSSION:

The Investment Report (Attachment No. 1) presents the Successor Agency's cash and investments for the month ended December 31, 2018. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the Successor Agency, as well as, reporting of the market value of the investments held. The Investment Policy of the City of West Covina also applies to the Successor Agency to the former West Covina Redevelopment Agency. All of the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. The Investment Policy was last revised and adopted by City Council on June 5, 2018. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months.

The Investment Policy has set primary goals of the portfolio management of safety, liquidity and yield. The Successor Agency's surplus funds are in the Los Angeles County Investment Pool (LACIP) which is completely liquid, as the Successor Agency can withdraw them at any time. At December 31, 2018, the Successor Agency's investment portfolio had a market value of \$1,599,767.

Bond reserves are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. At December 31, 2018, the Successor Agency's bond reserves had a market value of \$5,181,635.

Prepared by: Todd H. Owens, Accounting Manager

Additional Approval: Marcie Medina, Finance Director

Fiscal Impact

FISCAL IMPACT:

No Fiscal Impact

Attachments

ATTACHMENT NO. 1 - INVESTMENT REPORT

**West Covina Successor Agency
Investment Report
For the Month Ended December 31, 2018**

Description	Book Value	Market Value	Interest/ Yield to Maturity	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Wells Fargo Checking Account - Successor Agency	\$ 28,390	\$ 28,390	0.00%	n/a	0.42%
Wells Fargo Checking Account - CFD	762,029	762,029	0.00%	n/a	11.24%
Los Angeles County Investment Pool (LACIP) - Successor Agency	809,348	809,348	2.06%	n/a	11.93%
Los Angeles County Investment Pool (LACIP) - CFD	-	-	2.06%	n/a	0.00%
Total Cash and Cash Equivalents	\$ 1,599,767	\$ 1,599,767			
Debt Reserve Funds					
1988 Housing Set-Aside Tax Allocation Bonds Series A & B					
Federal Treasury Obligations	\$ -	\$ -	0.00%	n/a	0.00%
1996 Special Tax Refunding Bonds					
Westdeutsche Landesbank Girozentrale Investment Agmt	5,002,670	5,002,670	7.01%	9/1/2022	73.77%
Income Cash	103	103	1.87%	n/a	0.00%
First American Treasury Obligations Fund Class D	178,862	178,862	1.88%	n/a	2.64%
Total Debt Reserve Funds	\$ 5,181,635	\$ 5,181,635			
Total Investment Portfolio	\$ 6,781,402	\$ 6,781,402			100.00%

Blended Yield of Cash and Cash Equivalents *	2.06%
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Benchmarks:	
LAIF	2.29%
LACIP *	2.06%
6mo U.S. Treasury	2.56%
2yr U.S. Treasury	2.48%
5yr U.S. Treasury	2.51%

* To ensure timely submission of the Investment Report, the prior month's LACIP percentage yield is used.

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.

PREPARED BY:


Todd H. Owens - Accounting Manager

REVIEWED BY:

Colleen B. Rozatti - City Treasurer

APPROVED BY:


Marcie Medina - Finance Director



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: GOVERNMENT TORT CLAIM DENIALS

RECOMMENDATION:

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

- Salvador Guerrero III vs. The City of West Covina
- Jayden Ventura vs. The City of West Covina
- Mercury Insurance ASO Vanessa Rust vs. The City of West Covina

DISCUSSION:

All claims should be considered potential lawsuits. As such it is requested that all Councilmembers refrain from making specific public comments so as not to prejudice any claim. Specific questions should be referred to the City Attorney.

Prepared by: Nick Ledesma, Administrative Aide
Additional Approval: Edward M. Macias, Human Resources Director

Fiscal Impact

FISCAL IMPACT:

None.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: ADOPTION OF ORDINANCE NO. 2449 - AMENDING DIVISION 11 OF ARTICLE XII OF CHAPTER 26 OF THE MUNICIPAL CODE TO AMEND SETBACK AND LOCATION RELATED ZONING REGULATIONS APPLICABLE TO ACCESSORY DWELLING UNITS

RECOMMENDATION:

It is recommended that the City Council adopt the following ordinance:

ORDINANCE NO. 2449 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING DIVISION 11 OF ARTICLE XII OF CHAPTER 26 OF THE MUNICIPAL CODE TO AMEND SETBACK AND LOCATION RELATED ZONING REGULATIONS APPLICABLE TO ACCESSORY DWELLING UNITS

DISCUSSION:

This ordinance was first introduced at the February 5, 2019 City Council Meeting. The purpose of the proposed ordinance no. 2449 is to amend Accessory Dwelling Unit (ADU) section of the Municipal Code. The amendments include defining location standards for ADU's, placing standards for entry doors on the front elevation and cleaning up terms.

The ordinance will take effect 30 days after its adoption on February 19, 2019.

Prepared by: Carrie Gallagher, Assistant City Clerk, CMC

Attachments

Ordinance No. 2449

Staff Report No. 9 February 5, 2019 City Council Meeting

ORDINANCE NO. 2449

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING DIVISION 11 OF ARTICLE XII OF CHAPTER 26 OF THE MUNICIPAL CODE TO AMEND SETBACK AND LOCATION RELATED ZONING REGULATIONS APPLICABLE TO ACCESSORY DWELLING UNITS

SECTION 1. Findings. The City Council finds as follows:

- A. This Code amendment allows ministerial approval of accessory dwelling units in the residential agricultural zone (R-A) and the single-family residential zone (R-1) where the property is developed with a single-family unit subject to development standards and specific requirements.
- B. As required by state law, under this ordinance, accessory dwelling units will not be considered as exceeding the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use consistent with the existing general plan and zoning designation for the lot.
- C. The existing residential character of the town is due, in large part, to regulations which ensure that lots are not overdeveloped.
- D. One of the best methods of ensuring that lots are not overdeveloped is to ensure that lots are of at least a minimum size before allowing additional density on the lots.
- E. The City should adopt ministerial procedures to allow for the development of accessory dwelling units in the City.
- F. On the 19th day of June 2018, the City Council initiated a code amendment to evaluate minimum lot size and rear setback standards relating to accessory dwelling units.
- G. The Planning Commission held study sessions on the 28th day of August 2018 and on the 11th day of September 2018.
- H. The Planning Commission, upon giving required notice, did on the 9th day of October, 2018, conduct a duly advertised public hearing as prescribed by law, at which time the Planning Commission adopted Resolution No. 18-5964, recommending to the City Council approval of Code Amendment No. 18-02.
- I. The City Council considered evidence presented by the Planning Commission, Planning Department, and other interested parties at a duly advertised public hearing on the 20th day of November, 2018 and the 5th day of February, 2019.

SECTION 2. Municipal Code Amendments. The City Council hereby amends the following sections of Chapter 26 of the municipal code as follows:

Article XII . - SPECIAL REGULATIONS FOR UNIQUE USES

DIVISION 11. - ~~SECOND DWELLING UNITS~~ ACCESSORY DWELLING UNITS

Municipal Code Sec. 26-685.30. - Purpose.

The purpose of this division is to meet the need for new housing as declared by the state by reducing the barriers to the provision of affordable housing with the creation of accessory dwelling units on single-family lots.

Municipal Code Sec. 26-685.32. - Definitions.

Accessory dwelling unit means a dwelling unit detached from, or attached to, a primary unit on a lot zoned for single-family residence. Such units do not affect the density designation of any specific or general plan.

~~*Accessory dwelling unit lot* means a lot containing a primary unit and an accessory dwelling unit, legally established in a single family zone.~~

Owner-occupant means that person or persons, who demonstrates, to the satisfaction of the planning director, a fee-ownership interest in the subject property and, in addition thereto, resides in the existing single-family dwelling upon said property and is the applicant for an accessory dwelling unit.

Primary unit, hereafter referred to as "primary unit," means an existing or proposed to be built, dwelling unit that conforms to all regulations of this Code relating to section 26-391(a) prior to the addition of **a an** accessory dwelling unit.

Municipal Code Sec. 26-685.34. - Development standards.

- (a) An accessory dwelling unit may be constructed or established only on a lot containing or which will contain a lawfully constructed primary unit located in a single-family residential zone.
- (b) An accessory dwelling unit shall have adequate water supply and sewer service.
- (c) An accessory dwelling unit review shall be obtained prior to the issuance of building permits for an accessory dwelling unit.
- (d) Only the owner of the property may file an application for an accessory dwelling unit on the lot of the primary unit, and only if the owner in which he or she resides or will reside on the property.
- (e) The ministerial development standards of the R-1 zone and the area district in which the accessory dwelling unit is located shall apply (as specified in article VIII, division 2 of this chapter) unless this division specifically permits or prohibits otherwise.

- (f) An accessory dwelling unit shall include permanent provisions for living, sleeping, cooking and sanitation.
- (g) Specific development standards:
 - (1) The lot shall be a lawful lot and be at least 12,000 square feet.
 - (2) Prior to any certificate of occupancy being issued for the accessory dwelling unit, the lot shall contain a primary unit conforming to all regulations of the single-family zone.
 - (3) An accessory dwelling unit shall comply with the minimum unit size requirements of the California Building Standards Code.
 - (4) Maximum Floor Area
 - a. A detached accessory dwelling unit shall be in a structure that is a single story with a maximum dwelling area of eight hundred (800) square feet and limited to two bedrooms.
 - b. An accessory dwelling unit that is attached to the existing primary unit shall only be located on the first story and be limited to a maximum exterior expansion of fifty (50) percent of the dwelling area of the primary unit up to a maximum of eight hundred (800) square feet.
 - (5) Parking. In addition to the parking required for the primary dwelling unit (section 26-402), an accessory dwelling unit shall require one (1) accessible off-street parking space if the accessory dwelling unit will have a bedroom. Parking spaces for accessory dwelling units shall be a minimum eight (8) feet by sixteen (16) feet. Access to such parking shall be paved, not less than twelve (12) feet in width, nor wider than the garage or carport for the primary dwelling unit, except as modified in section 26-402.5. Said parking may be located in an existing driveway, in a required setback, or as a tandem design, but shall not impede access to the required parking for the primary residence. However, no parking is required for accessory dwelling units in any of the following circumstances:
 - a. Using city streets, from the accessory dwelling unit, a person would have to walk less no more than one-half a mile to a public bus stop or train station.
 - b. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - c. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 - d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - e. When there is a car share vehicle located within five hundred (500) feet of the accessory dwelling unit.
 - f. The accessory dwelling unit is solely created from existing habitable space within the primary residence.
 - (6) Garages. New or replacement garages or carports opening towards a side street shall be set back a minimum of twenty-two (22) feet from the property line. If a garage is

converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, no setback is required for the portion of the garage which is converted. If a garage is converted to an accessory dwelling unit, the lot must still provide a garage for the single-family residence, per section 26-402.

- (7) Distance between structures. The distance between the primary unit and a detached accessory dwelling unit shall be no less than six (6) feet.

~~(8) Rear yard.~~

- ~~a. Attached accessory dwelling units may be entirely within the primary residence or attached to the back of the primary residence and shall have a required rear yard as provided in sections 26-406 and 26-407.~~
- ~~b. Detached accessory dwelling units may only be located behind the primary residence and shall not be located within the area between the front property line and a line parallel to the back of the primary residence. Detached accessory dwelling units shall comply with rear yard requirements provided in section 26-406. For reversed corner lots where a house is facing and located fronting on a street side property line, an accessory dwelling unit shall not be located within the area between the street side property line and a line parallel to the most distant part of the house from the street side property line.~~

(8) Rear yard. Detached accessory dwelling units shall comply with rear yard requirements provided in section 26-406. Attached accessory dwelling units shall have a required rear yard as provided in sections 26-406 and 26-407.

(9) Site location. A new accessory dwelling unit may be established in the R-1 or R-A zone as following.

- a. **Attached accessory dwelling units may be entirely within the existing primary residence or attached to the back of the primary residence.**
- b. **Detached accessory dwelling units may not be located within the area between the front property line and the line parallel to, and touching, the back of the primary residence. For reversed corner lots where a house is facing and located fronting on a street side property line, an accessory dwelling unit shall not be located within the area between the street side property line and a line parallel to the most distant part of the house from the street side property line.**

(910) The entrance to an accessory dwelling unit shall be separate from the entrance to the primary unit and shall not be on the front elevation. If topography restricts access from all side and rear elevations, the accessory dwelling unit door may be on the front elevation provided it is not prominently visible from the right-of-way.

- a. No overhead utility lines are permitted to service the accessory dwelling unit. If existing overhead utility lines are to be relocated or otherwise modified to permit

construction of an accessory unit, such lines shall be converted to underground services.

- b. The numerical street address of the lot shall remain as one (1) number with the primary unit being designated as "A" and the accessory dwelling unit being designated as "B."
- c. Utility services to the accessory dwelling unit may remain and are encouraged through single source points except where not permitted by the utility company.
- d. Park development fees for the accessory dwelling unit shall be paid in accordance with section 26-204.

~~(10)~~**11** The architectural style of the accessory dwelling unit in design features, such as, but not limited to, materials, colors, roofing, scale, exterior treatment and details shall match the primary unit.

~~(11)~~**12** An accessory dwelling unit shall not be allowed on a lot with an accessory habitable-quarters as allowed in section 26-391.5.

~~(12)~~**13** A six-foot-high wall or solid fence shall be provided and maintained on the rear yard boundary of any lot containing an accessory dwelling unit. Said wall or solid fence shall ~~be in compliance~~ **comply** with this Code in relation to height and location as approved by the planning director.

~~(13)~~**14** Windows on side property lines. Windows on detached accessory dwelling unit are only allowed when the structure is located a minimum of ten (10) feet from a side property line.

(h) Conversion of Existing Permitted Floor Area. Notwithstanding any other provision of this section to the contrary, the city will approve an application for a building permit for an accessory dwelling unit if all of the following apply:

- (1) The application is to create **an accessory dwelling unit** within either the residential agricultural (RA) zone or the single-family (R1) zone one (1) accessory dwelling unit per single-family lot;
- (2) The accessory dwelling unit is contained entirely within the existing space (i.e. within four existing walls) of a legal single-family residence or a legal accessory structure (excluding garages);
- (3) The unit has independent exterior access from the existing residence;
- (4) The side and rear setbacks are sufficient for fire safety;

- (5) All development standards in this division are met (except that the accessory dwelling unit need not comply with minimum lot size requirements, no parking need be provided for the accessory dwelling unit, the minimum distance requirements between structures does not apply, and minimum setbacks for existing lawful walls does not apply); and
- (6) The structure being converted is not subject to any applicable covenant or other limitation which prohibits the structure from being converted to a single-family unit complies with all other applicable legal requirements.
- (7) All other applicable legal requirements are met.

Municipal Code Sec. 26-685.38. - Conditions of approval for an accessory dwelling unit.

- (a) The accessory dwelling unit may be rented but shall not be sold except in conjunction with the entire lot, including the primary unit.
- (b) Chapter 7 of this Code and all applicable building codes adopted by the city which apply to additions and construction of single-family dwellings shall apply to accessory dwelling units.
- (c) Adequate water and sewer services shall be available or supplied by the applicant for an accessory dwelling unit.
- (d) The accessory dwelling unit shall not be sold separate from the primary residence, but may be rented. The accessory dwelling unit and the primary residence cannot simultaneously be used by more than one family unless the owner resides in either the accessory dwelling unit or the primary residence. A deed restriction shall be recorded to memorialize these requirements. A covenant running with the land shall be recorded by an accessory dwelling unit applicant, permitting the city to enforce these provisions at the cost of the owner. Proof of recordation shall be sent to the planning director and kept on file.
- (e) Nothing in this section is intended to authorize circumvention of section 26-673(c)(3) of the Municipal Code (relating to rooming or boarding uses).

Municipal Code Sec. 26-685.39. - Review process.

The applicant shall submit an application for an accessory dwelling unit review by the planning director for compliance with the provisions of this section. If it is determined that the application and evidence submitted show that the accessory dwelling unit complies with the requirements of this section, the application shall be approved; otherwise the application shall be denied.

SECTION 3: ENVIRONMENTAL DETERMINATION. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and is found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3), as this ordinance cannot create any significant effect on the environment

and pursuant to 15282(h), which states that “the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code” relating to “granny” housing and “second unit ordinances” are exempt from the requirements of CEQA.

SECTION 4: INCONSISTENCIES. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 5: SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 6: PUBLICATION. This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof, and prior to the expiration of fifteen (15) days from its passage shall be published once in a newspaper of general circulation, printed and published in the City of West Covina or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post in the office of the City Clerk a certified copy of this Ordinance together with the names and member of the City Council voting for and against the same.

SECTION 7: COPY OF ORDINANCE TO HCD. The City Clerk shall cause a copy of this ordinance to be provided to the California Department of Housing and Community Development within 60 days of its final adoption.

PASSED, APPROVED AND ADOPTED this 19th day of February, 2019.

Lloyd Johnson
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Porter
City Attorney

Carrie Gallagher
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 5, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: **CODE AMENDMENT NO. 18-02**
ACCESSORY DWELLING UNITS
GENERAL AND STATUTORY EXEMPTION

RECOMMENDATION:

It is recommended that the City Council introduce, waive further and give first reading of the following ordinance:

ORDINANCE NO. 2449 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING DIVISION 11 OF ARTICLE XII OF CHAPTER 26 OF THE MUNICIPAL CODE TO AMEND SETBACK AND LOCATION RELATED ZONING REGULATIONS APPLICABLE TO ACCESSORY DWELLING UNITS

BACKGROUND:

On June 5, 2018, the City Council held a public hearing to consider Code Amendment No. 17-03 to revise the standards for Accessory Dwelling Units (ADUs). At that meeting, the City Council approved the proposed code amendment but requested that a new code amendment be initiated to consider the ADU development standards for minimum lot size and for rear yard setbacks. On June 19, 2018, the City Council adopted Resolution No. 2018-86 initiating Code Amendment No. 18-02.

The City Council directed notification to those who had been notified on the previous ADU code amendment. Additional individuals have since requested notification. Therefore, notices were mailed to ten individuals. A public hearing notice was also published in the newspaper on Thursday, January 24, 2019.

The Planning Commission held study sessions on August 28 and September 11, 2018. At those study sessions, the Planning Commission reviewed three potential amendments to the Code; minimum lot size, rear setback and site location. The Planning Commission held a public hearing on October 9, 2018 and recommended retaining the current minimum lot size and rear setback, as well as separating the rear side yard and site location standards of detached and attached ADUs.

The City Council held a public hearing on November 20, 2018 at which time the Council voted 3-2 (Spence and Wu) to approve the Planning Commission recommendation. A second reading on the ordinance was held at the December 18, 2018 City Council meeting, at which time the Council directed staff to schedule another public hearing and prepare a revised ordinance based on the following:

1. Remove the required minimum lot size.

2. Revise the rear setback to be consistent with other additions for single family houses (generally allowing a 5-foot setback), and
3. Establish a maximum floor area size to parallel state law (for attached ADUs, the lesser of 50 percent of the size of the main house or 1,200 square feet; for detached ADUs 1,200 square feet).

DISCUSSION:

Based on the direction provided by the City Council, staff has prepared an ordinance to address the three issues discussed as well as some clarification.

Minimum Lot Size

Code Amendment No. 17-03 revised the City standard for minimum lot size reducing the minimum lot size from a sliding scale of 12,000 to 46,000 square feet (depending on the Area District) to 12,000 square feet throughout the City for new structures designed as ADUs. Utilizing GIS software, staff was able to estimate the number of residential properties in the City and categorize them by lot size. Based on that estimate, the chart below provides the estimated percentage of lots in the City at 1,000 square foot intervals.

Lot Size	Percentage of Lots
Greater than 7,000 sf	79%
Greater than 8,000 sf	67%
Greater than 9,000 sf	43%
Greater than 10,000 sf	32%
Greater than 11,000 sf	27%
Greater than 12,000 sf	25%

This chart provides information on the percentage of lots in lot size categories from 7,000 to 12,000 square feet. It should be noted, that a large portion of the lots in Woodside Village are less than 7,000 square feet. Code Amendment No. 17-03 established the minimum lot size of 12,000 square feet, so that it is estimated that 21% of the residential properties are eligible to construct an entirely new ADU that is not within an existing structure. Staff did not research lot sizes smaller than 7,000 square feet as they comprise only 10 percent of the housing stock.

If an ADU is proposed to be constructed in a single-family residential zone entirely within an existing structure, then the new ADU can be approved notwithstanding any minimum lot size requirement.

Based on the discussion by the City Council at the December 18, 2018 meeting, the ordinance has been drafted to eliminate any minimum lot size and add that the lot must be a legally-created lot.

Rear Setback

Currently, the R-1 Zone requires a rear yard setback of 25 feet, except in Area District 1A, where a 15-foot rear setback is required. Additionally, the Code allows for an encroachment into the rear yard of 40 percent, no greater than 15 feet in height and no closer than 5 feet from the rear property line. Structures such as single-family houses, additions, and most accessory buildings (garages, workshops, sheds, etc.) can be constructed to comply with these standards.

Historically, second units have required a 25-foot rear setback. In addition, accessory habitable quarters (formerly guest houses) also require a 25-foot rear setback. The intent of this standard is to reduce privacy impacts to the neighboring properties that are adjacent to the rear yard. Most of the types of improvements allowed to encroach in the rear setback are non-habitable buildings, which generally do not have the same loss of privacy issues on an adjacent property. The current standards for accessory dwelling units require a 25-foot setback.

In summary, most types of improvements in the R-1 allow a one-story structure to be constructed as close as 5-foot

from the rear property line. Only the accessory habitable quarters, accessory dwelling units and second-stories require a 25-foot rear setback to the property line. Options considered included no changes to the rear setback, changing the ADU setback to the 5-foot rear setback as is required for other improvements, and changing the ADU setback to 15-feet.

Based on the discussion by the City Council at the December 18, 2018 meeting, the ordinance has been revised to require the same setback for accessory dwelling units that is required for single-family house additions. It should be noted that the current Code standards do not allow windows on side elevations that are closer than 10 feet to the property line. Since 10 feet is the distance currently in the Code for side yards, the proposed ordinance would also prohibit windows on rear elevations closer than 10 feet to the rear property line.

Maximum Floor Area

The allowed size of accessory dwelling units in the Municipal Code currently is 800 square feet, which was changed from 640 square feet in April of 2017 through Code Amendment No. 17-01. At that time it was noted that State documents referred to units ranging from 800 to 1,200 square feet. That document is titled "Accessory Dwelling Unit Memorandum, December 2016" and can be found at <http://www.hcd.ca.gov/policy-research/docs/2016-12-12-ADU-TA-Memo.docx.pdf>.

The relevant section in that document is titled "Can Local Governments Establish Minimum and Maximum Lot Sizes" (Page 9). The following is a citation of that section.

Yes, a local government may establish minimum and maximum unit sizes (GC Section 65852.2(c)). However, like all development standards (e.g., height, lot coverage, lot size), unit sizes should not burden the development of ADUs. For example, setting a minimum unit size that substantially increases costs or a maximum unit size that unreasonably restricts opportunities would be inconsistent with the intent of the statute. Typical maximum unit sizes range from 800 square feet to 1,200 square feet. Minimum unit size must at least allow for an efficiency unit as defined in Health and Safety Code Section 17958.1.

ADU law requires local government approval if meeting various requirements (GC Section 65852.2(a)(1)(D)), including unit size requirements. Specifically, attached ADUs shall not exceed 50 percent of the existing living area or 1,200 square feet and detached ADUs shall not exceed 1,200 square feet. A local government may choose a maximum unit size less than 1,200 square feet as long as the requirement is not burdensome on the creation of ADUs.

State law allows cities to restrict the size of attached ADUs to 50 percent of the existing house size up to 1,200 square feet. The local government can select the maximum size of ADU allowed.

Based on the discussion by the City Council at the December 18, 2018 meeting, the ordinance has been drafted to allow *attached* ADUs up to the lesser of 50 percent of the square footage of the primary dwelling or 1,200 square feet, and attached ADUs, and *detached* ADUs up to 1,200 square feet. It should be noted that the existing Code standards also limit the number of bedrooms to two in an accessory dwelling unit and no changes have been made on the proposed ordinance.

Accessory Habitable Structures

Historically, the City of West Covina has had restrictive standards for second units (now called ADUs) and very liberal standards for guest houses (now called accessory habitable quarters). That situation changed in 2015 when the City adopted the standards to comply with state law for ADUs. Prior to that time a second unit required the approval of a conditional use permit (public hearing by the Planning Commission) and a guest house was allowed by right. In 2014 and 2015 Code Amendments were adopted that begin requiring an administrative use permit (noticing required) for guest houses and ADUs became allowed uses.

Generally, in the past, ADUs were reserved for comparatively large lots while anyone could build a guest house. If the City Council determines to allow all lots in the City to have an ADU, it may be appropriate to delete accessory

habitable quarters standards from the Code, as it is much easier to build an ADU (no discretionary review, no garage required, reduced rear yard setback). If the Council determines to adopt the proposed ordinance, staff would recommend initiating a code amendment to consider eliminating the accessory habitable quarters standards.

LEGAL REVIEW:

The City Attorney's Office has reviewed the proposed ordinance as to form and content, and has concluded that it is in compliance with both State and federal law.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

ENVIRONMENTAL IMPACT:

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and is found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3), as this ordinance cannot create any significant effect on the environment and pursuant to 15282(h), which states that "the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code" are Statutorily Exempt from the requirements of CEQA.

Prepared by: Jeff Anderson, Community Development Director

Attachments

- Attachment No. 1 - Ordinance No. 2449
 - Attachment No. 2 - Staff Report, 11/20/18
 - Attachment No. 3 - Planning Commission Resolution No. 18-5964
 - Attachment No. 4 - Excerpt - Planning Commission Minutes, 10/9/18
 - Attachment No. 5 - Planning Commission Staff Report, 10/9/18
 - Attachment No. 6 - Excerpt - Planning Commission Minutes, 9/11/18
 - Attachment No. 7 - Planning Commission Staff Report, 9/11/18
 - Attachment No. 8 - Excerpt - Planning Commission Minutes, 8/28/18
 - Attachment No. 9 - Planning Commission Staff Report, 8/28/18
 - Attachment No. 10 - Letters from Residents
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AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

**SUBJECT: AWARD OF CONTRACT FOR THE INSTALLATION OF TRAFFIC CONTROL DEVICES
AT MERCED ELEMENTARY AND VINE ELEMENTARY SCHOOLS**

RECOMMENDATION:

It is recommended that the City Council accept the bid from Siemens Mobility, Inc., of Riverside, California in the amount of \$79,950, and authorize the City Manager to execute a contract with Siemens Mobility, Inc. for the installation of traffic control devices at Merced Elementary and Vine Elementary schools.

BACKGROUND:

In 2005, the City was awarded a Highway Safety Improvement Program grant to install in-pavement flashing beacons at the school crosswalks at Merced Elementary and Vine Elementary schools. Due to the constant wear from vehicles driving over them, the in-pavement flashing beacons at these schools are no longer functioning. Therefore, staff has determined to replace the in-pavement flashing beacons with a Rectangular Rapid Flashing Beacon (RRFB) system. This new system consists of a long rectangular unit with two rectangular flashing lights mounted on a post along both sides of the roadway.

The RRFB system is user actuated similar to the in-pavement flashing beacons. Studies have found that the compliance rate of drivers yielding to pedestrians using the RRFB system exceed 80% whereas the compliance rate for existing in-pavement systems is about 60%. The RRFB is safer due to the beacons installed on the side of the roadway which are more visible. Other benefits include lower installation and maintenance costs for the RRFB system.

DISCUSSION:

Included in the Fiscal Year (FY) 2018-19 Capital Improvement Program (CIP) budget is the installation of flashing beacons at various locations throughout the City. This project will install a RRFB system at two locations, Merced Avenue at Butterfield Road and Vine Avenue at Glenn Alan Avenue. The work includes installation of 14-foot poles, bi-directional and uni-directional beacons, solar panels, controller cabinets, painted striping, and incidental work.

In accordance with Section 22032 of the California Uniform Public Construction Cost Accounting Act, projects less than \$200,000 may be contracted by informal bidding procedures. In an effort to obtain competitive pricing, staff requested bids for the installation of the RRFB by contacting the following firms:

CONTRACTOR	LOCATION	BID AMOUNT
Siemens Mobility, Inc.	Riverside, CA	\$79,950
Macadee Electrical Construction	Chino, CA	\$99,439
PTM General Engineering Services	Riverside, CA	No Response
L. A. Traffic Signal	San Dimas, CA	No Response
MSL Electric, Inc.	Anaheim, CA	No Response

Siemens Mobility, Inc. submitted the lowest responsible bid to install the RRFB systems at Merced Elementary and Vine Elementary schools in the amount of \$79,950.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Direct staff to advertise for bids. Since a favorable bid was received and within budget, it is unlikely that seeking new bids would reduce costs any further; or
3. Provide alternative direction.

Fiscal Impact

Fiscal Year: 2018-2019

Budgeted Y/N: Y

Account(s): 19024

FISCAL IMPACT:

The total estimated project costs are broken down as follows:

NO.	ITEM	AMOUNT
1	Construction Contract	\$79,950
2	Contingency (15%)	11,990
3	Inspection (in-house)	7,000
4	Contract Administration	3,000
TOTAL		\$101,940

The total approved budget for installation of flashing beacons as part of the FY 2018-19 CIP budget is \$150,000 with funding coming from Measure R. The funds available for this project are as follows:

PROJECT NO.	FUND	ACCOUNT NO.	AMOUNT
19024	Measure R	19024.224.7800	\$150,000
TOTAL			\$150,000

Measure R is a half-cent sales tax approved by voters in November 2008, that finances transportation projects and programs including major street resurfacing, rehabilitation and reconstruction; pothole repair; left-turn signals; bikeways; pedestrian improvements; streetscapes; signal synchronization; and transit service improvements. There is no impact to the General Fund.

Attachments

Attachment No. 1 - Siemens Contract Agreement

CONTRACT SERVICE AGREEMENT FOR
PROJECT NO. TP-19024
INSTALLATION OF RECTANGULAR RAPID FLASHING BEACONS
AT MERCED ELEMENTARY AND VINE ELEMENTARY SCHOOLS
Contract No. PW.001.2019

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 19th day of February, 2019 by and between the CITY OF WEST COVINA, a municipal corporation, (herein "City") and SIEMENS MOBILITY, INC. (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires the Installation of Rectangular Rapid Flashing Beacons at Merced Elementary and Vine Elementary Schools shown in the project plans and specifications and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services to include the installation of Rectangular Rapid Flashing Beacons system at Merced Elementary School and Vine Elementary School per the approved plans numbers 1549-D and 1550-D. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - This contract consists of the (a) Proposal, (b) Statement of Non-collusion by Contractor; Contract Documents (inclusive of (a) Agreement; (b) Performance Bond; (c) Labor and Material Bond; (d) Warranty Bond; (e) W9 Form. In the event of an inconsistency between any of the terms in this Agreement and any of the above, this Agreement shall govern

1.3 **Compliance with Law** - All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 Licenses, Permits, Fees, and Assessments - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section 1.4.

1.5 Familiarity with Work - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work - The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this Agreement.

1.8 **Additional Services** - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer except as provided in West Covina Municipal Code section 19-302. Any increases which cannot be approved by the Contract Officer as provided in West Covina Municipal Code section 19-302, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 **Prevailing Wages Laws** - This project requires the payment of prevailing wages under California Law. In accordance with Labor Code Section 1770, et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810, et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours for which Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770, et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

All work provided pursuant to this agreement shall comply with federal minimum wage requirements, as more fully set forth in Section 7 of Part II, "Instructions to Bidders."

2. COMPENSATION

2.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Seventy Nine Thousand Nine Hundred Fifty and No/100 Dollars (\$79,950) (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security. Refer to Section 7.4 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 **Time of Essence** - Time is of the essence in the performance of this Agreement.

3.2 **Schedule of Performance** - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 **Force Majeure** - The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 **Term** - Unless earlier terminated in accordance with Section 7.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. COORDINATION OF WORK

4.1 **Representative of Contractor** - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Michael J. Hutchens, Operations Manager
Robert Paquette, Sales Manager
Sherrica Townsend, Service Account Mgr.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. The Contractor shall keep the Contract Officer informed of Contractor's progress on the services. The Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement.

4.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 **Independent Contractor** - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation - City or the owner of any owner, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for the Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the contract price. Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating, repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements (i) the delays occurred after Contractor gave City the written notice required by this section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations - Pursuant to California Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.

c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits combined single limits, per occurrence and aggregate
(X)	Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products / completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury.	\$1,000,000. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
(X)	Contractual Liability Insurance; Products Liability Insurance.	\$1,000,000 limit.
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard).	\$1,000,000 per occurrence combined single limit combined single limits, per occurrence for bodily injury and property damage.
()	Professional Liability Insurance (providing for a one year discovery period). If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.	\$1,000,000 limit.
(X)	Workers Compensation/Employers' Liability Insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for	Statutory \$1,000,000 per occurrence.

	losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.	
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CONDITIONS:

a) Admitted. In accordance with Public Code Section 20170, the insurance or surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a current Moody's credit rating of "A" minus or better.

b) The policies shall contain or be endorsed to contain, with respect to:

(i) Notice of Termination: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City Engineer, City of West Covina, 1444 West Garvey Avenue South, West Covina, California 91790."

(ii) Additional Insureds: "The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(iii) Excess: "Any insurance maintained by the City of West Covina shall apply in excess of and not combined with insurance provided by this policy."

c) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e) Before starting work, Contractor shall deliver to the City insurance endorsements and certificates of insurance confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

f) Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, Contractor shall see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

g) If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. Procuring of said insurance by the City is in addition to all other remedies the City may have. In addition to any other remedies the City may have upon Contractor's failure to timely provide and maintain required insurance or policy endorsements, the City may order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

h) Nothing herein limits the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractors' performance of the work covered under this agreement.

i) Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification - Contractor agrees to defend (with an attorney of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all sub-contractors.

5.3 Labor and Materials and Performance Bonds - Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 **Sufficiency of Insurer or Surety** - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies admitted to do business in California, rated with a current Moody's credit rating of "A" minus or better unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies and the performance bond required by this Section 5 upon receipt of written notice from the Risk Manager; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 **Substitution of Securities** - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

6.1 **Reports** - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.2 **Records** - Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 **Ownership of Documents** - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law - This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Notice of Default and Cure Period - If either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3. "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of Public Contract Code section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in section 9204; (ii) City has an initial 45 days to respond to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed"; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount, and (v) specified procedures apply to resolve any amounts in dispute.

7.4 Retention of Funds - Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code § 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner.

7.5 Waiver - No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies are Cumulative - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Legal Action - In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.8 Liquidated Damages - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City liquidated damages the sum of three hundred dollars (\$300) as liquidated damages for delays in the performance of the work described in this agreement and as shown on the plans. The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, its sureties, and City agree that the damages constitute a reasonable estimate of actual damage, and are not punitive.

7.9 **Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 **Non-liability of City Officers and Employees** - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 **Conflict of Interest** - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of West Covina
1444 West Garvey Avenue South
West Covina, California 91790
Attention: Assistant City Engineer

To Contractor: Siemens Mobility, Inc.
2250 Business Way
Riverside, CA 92501
Attn: Michael J. Hutchens

9.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 **Severability** - If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 **Hiring of Undocumented Aliens Prohibited** - Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

9.6 **Unfair Business Practices Claims** - Consistent with Public Contract Code section 7103.5, the contractor and all sub-contractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to the Contractor without further acknowledgment by the parties.

9.7 **Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 **Legal Responsibilities** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 Termination for Convenience – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.
3. The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.
4. Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede provisions of the Agreement and any provision of any plans, specification, addendums or other documents which is or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of this Agreement's consideration.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF WEST COVINA,
a municipal corporation

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

SIEMENS MOBILITY, INC.
California Corporation

By: _____
Michael Hutchens, Operation Manager

Signature: _____

Title: OPERATIONS MANAGER

Address: 2250 BUSINESS WAY
RIVERSIDE, CA 92501

By: _____
ROBERT PAQUETTE, SALES MANAGER

Signature: _____

Title: SALES MANAGER

Address: 2250 BUSINESS WAY
RIVERSIDE, CA 92501

**PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 19th day of February, 2019 referred to and made a part hereof for: Installation of Rectangular Rapid Flashing Beacons at Merced Elementary and Vine Elementary Schools - Project No. TP-19024, and all appurtenant work per plans which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, Siemens Mobility Services, Inc., as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Oblige, in the sum of Seventy Nine Thousand Nine Hundred Fifty and No/100 Dollars (\$79,950.00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

(Corporate Seal)

Principal _____

By _____

Title _____

(Corporate Seal)

Surety _____

By _____

Title _____

APPROVED AS TO FORM:

/s/ Kimberly Hall Barlow
City Attorney

**LABOR AND MATERIALS BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Siemens Mobility Services, Inc., as Principal, has entered into a contract dated February 19, 2019, with the City of West Covina (Obligee) referred to and made a part hereof to perform the following work, to wit: Installation of Rectangular Rapid Flashing Beacons at Merced Elementary and Vine Elementary Schools - Project No. TP-19024, and all appurtenant work per plans which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.

NOW THEREFORE, we, Siemens Mobility Services, Inc, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Obligee, and all sub-contractors, laborers, materialpersons and other persons employed in the performance of the referenced agreement, in the sum of Seventy Nine Thousand Nine Hundred Fifty and No/100 Dollars (\$79,950.00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of

claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

(Corporate Seal)

Principal _____

By _____

Title _____

(Corporate Seal)

Surety _____

By _____

Title _____

(California Civil Code Sections 3248, 3225)

APPROVED AS TO FORM:

/s/ Kimberly Hall Barlow
City Attorney

**WARRANTY BOND
PUBLIC WORKS**

WHEREAS, the City Council of the City of West Covina, State of California, and Siemens Mobility, Inc., (hereinafter designated as "Principal") have entered into a written contract (the "Contract") dated February 19, 2019 whereby Principal agrees to install and complete the Installation of Rectangular Rapid Flashing Beacons at Merced Elementary and Vine Elementary Schools - Project No. TP-19024, and all appurtenant work per plans which Contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of West Covina, (hereinafter called "City"), in the penal sum of Thirty Nine Thousand Nine Hundred Seventy Five and No/100 Dollars (\$39,975.00), lawful money of the United States, which is 50% of the amount of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney=s fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

Principal

By _____
Signature

Date _____

Title

Surety

Address

Phone Number

By _____
Signature

Date _____

Title

APPROVED AS TO FORM:

/s/ Kimberly Hall Barlow
City Attorney

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared _____, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: GENERAL PLAN ANNUAL REPORT FOR 2018

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Direct staff to transmit a copy of the Housing Element Annual Report to the Department of Housing and Community Development; and
2. Direct staff to transmit a copy of the General Plan Policy Chart to the State Office of Planning and Research.

BACKGROUND:

Each City in California is required to have an adopted General Plan. Pursuant to California State law, a General Plan must have seven required elements, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. The Housing Element is the only element that has a statutory requirement to be updated periodically. While the General Plan Update is typically managed by the Planning Division, the required Elements also include policies for other Departments including Engineering (Circulation), Community Services (Open Space), Community and Economic Development (Housing), Fire, Police and Public Works Departments (Safety).

On December 20, 2016, the City Council adopted an updated General Plan and certified the Environmental Impact Report (EIR). Included with its adoption was an implementation program (policies and actions) to guide future decision-making on development, resource management, public safety, public services, and general community well-being.

State Government Code Section 65400 requires an annual report be given to the legislative body on the status of implementing the goals of the General Plan to be presented to the City Council each year prior to April 1st. This report also covers the efforts made during the last year in implementing the programs of the Housing Element as well as actual building permit activity.

An Annual Report was reviewed by the City Council on February 20, 2018, reviewing the policies and actions taken in 2017. This Annual Report provides information on policies and actions for 2018. This report will allow the City Council and community to evaluate General Plan policies and actions, as well as provide information on the Housing Element.

DISCUSSION:

ESTIMATED DEVELOPMENT POTENTIAL

In the Our Well Planned Community chapter of the General Plan, estimates are provided for the amount of development in the City over the 20-year horizon of the General Plan. Projected growth is divided geographically with the majority being in the Downtown district. In addition to the Downtown, the General Plan also identifies other areas in the City where growth can be accommodated. These areas are divided into three categories; districts, corridors, and neighborhood centers. Downtown is included in the Districts category. The Development Chart is included as Attachment No. 1. The chart also includes the forecasted development identified in the General Plan and the cumulative number of units and/or square footage of additions in 2018. Units and square footage additions will be reported based on the issuance of building permits, rather than certificates of occupancy so as to be consistent with the Housing Element reporting. This will allow staff to reliably and regularly track actual development against the amount of development that was studied in the Program Environmental Impact Report (EIR) and in the General Plan.

During 2018, two development projects were issued building permits in one of the Districts, Corridors or Neighborhood Centers. Projects for which permits were issued are in the Downtown area and include Porto's Bakery on W. Garvey Avenue and Merrill Gardens Assisted Living Facility on Sunset Avenue and West Covina Parkway. Neither of these projects were reviewed under the General Plan EIR. Therefore, the City remains having the same build capacity as the previous year (Attachment No. 1).

GENERAL PLAN POLICIES STATUS

Through this reporting process, the Planning Division will provide annual updates on the progress of the City in meeting the goals, policies, and actions identified in the General Plan (including the Housing Element). Staff updated the chart (Attachment No. 2) listing the goals, policies, and actions of the General Plan, as well as their current status. Items marked "Ongoing" are actions with no definitive end date. Items marked "In Progress" have been initiated but not yet completed. Items marked "Completed" have been implemented. Items marked "Not Initiated" have not been started.

The General Plan and Housing Element include a menu of goals and objectives allowing the City to evaluate and select actions to focus on in the near future. To allow the General Plan to stay a valuable tool for staff and the community, goals and objectives should be modified from time to time so that the menu continues to be relevant.

HOUSING ELEMENT

The Housing Element is one of the seven required Elements of a General Plan. It is unique in that it is the only Element that is required to be updated at regular intervals and is required to be certified by the California Department of Housing and Community Development (HCD). The Housing Element was modified as part of the General Plan update process and was adopted by the City Council in 2016. HCD certified the revised Housing Element on April 5, 2017.

One of the most important aspects of the Housing Element is the requirement to plan for growth for the number and type of housing units required by the Regional Housing Needs Assessment (RHNA). The State determines the number of housing units needed in the State, then divides that total number up among regions. The Southern California region is addressed through the Southern California Association of Governments (SCAG). The number of units assigned to West Covina for the 2014-2021 period was 831 housing units. The requirement of the City is to provide information that the zoning in the City allows for at least that many housing units be constructed. This information is provided in the Housing Element and is part of the evaluation of HCD prior to certifying a Housing Element.

Staff has completed the required HCD forms to report on the new housing construction activity and the progress on the programs included in the Housing Element (Attachment No. 3). This Housing Element term is from 2014 to 2021. This information is provided in Attachment No. 2. In 2018, building permits were issued for nine new housing units. This increases the number of units issued permits in this term to 669 units. During this review period

there have been several housing developments constructed in the City, the largest of which is the 450-unit Colony development on Glendora Avenue. All of the housing units completed during the 2014-2021 term have been market rate units.

Prepared by: Jeff Anderson, Community Development Department

Fiscal Impact

FISCAL IMPACT:

No fiscal impact.

Attachments

Attachment No. 1 - General Plan Development Chart

Attachment No. 2 - General Plan Policy Chart

Attachment No. 3 - Housing Element Progress Report

DEVELOPMENT CHART					
		Forecasted Development	Previous Total	Completed in 2018	Cumulative to Date
Districts	Downtown				
	Residential	1700 units	0	0	0
	Retail	125,000 SF	1,500	0	1,500
	Office	280,000 SF	0	0	0
	Hotel	400 rooms (200,000 SF)	0	0	0
	Eastland				
	Residential	0	0	0	0
	Retail	25,000 SF	0	0	0
	Office	5,000 SF	0	0	0
	Hotel	200 rooms (100,000 SF)	0	0	0
	Autoplaza				
	Residential	0	0	0	0
	Retail	0	0	0	0
	Office	0	0	0	0
	Hotel	0	0	0	0
	BKK				
	Residential	0	0	0	0
	Retail	0	0	0	0
	Office	0	0	0	0
	Hotel	0	0	0	0

ATTACHMENT NO. 1

As of 12/31/18

		Forecasted Development	Previous Total	Completed in 2018	Cumulative to Date
Corridors	North Azusa				
	Residential	250 units	0	0	0
	Retail	15,000 SF	0	0	0
	Office	10,000 SF	0	0	0
	Hotel	0	0	0	0
	South Glendora				
	Residential	50 units	0	0	0
	Retail	10,000 SF	0	0	0
	Office	5,000 SF	0	0	0
	Hotel	0	0	0	0
	Sunset				
	Residential	50 units	0	0	0
	Retail	10,000 SF	0	0	0
	Office	100,000 SF	0	0	0
	Hotel	0	0	0	0

ATTACHMENT NO. 1

As of 12/31/18

		Forecasted Development	Previous Total	Completed in 2018	Cumulative to Date
Neighborhood Centers & Other Areas	Puente Ave				
	Residential	0	0	0	0
	Retail	5,000 SF	0	0	0
	Office	0	0	0	0
	Hotel	0	0	0	0
	Aroma Drive				
	Residential	0	0	0	0
	Retail	5,000 SF	0	0	0
	Office	0	0	0	0
	Hotel	0	0	0	0
	Amar Road				
	Residential	50 units	0	0	0
	Retail	0	0	0	0
	Office	0	0	0	0
	Hotel	0	0	0	0
	Nogales Street				
	Residential	0	0	0	0
	Retail	5,000 SF	0	0	0
	Office	0	0	0	0
	Hotel	0	0	0	0

POLICY CHART				
	Section	Time Frame	Implementer	Status
	Our Natural Community - A. Air			
P1.1	Promote alternative transportation modes like walking, biking, and transit that reduce emissions related to vehicular travel.			
A 1.1	Continue to channel Federal, State and Local transportation funds to programs, and infrastructure improvements that reduce air pollution through the promotion of walking, biking, ride-sharing, public transit use, the use of alternative fuel vehicles or other clean engine technologies.	Ongoing	PW/AQMD	Ongoing
P1.2	Promote the use of energy-efficient vehicles.			
A1.2	Continue to control and reduce air pollution emissions from vehicles owned by the City and municipal operations and facilities by expanding the use of alternative fuel, electric, and hybrid vehicles in City fleets.	Ongoing	PW/AQMD	Ongoing
P1.3	Minimize the adverse impacts of growth and development on air quality and climate.			
A1.3	Prepare and adopt a plan to reduce green-house gases as part of the Environmental Impact Report (to be concurrently approved with the West Covina General Plan) to achieve compliance with State mandates, and consistency with the Regional Transportation Plan/ Sustainable Community Strategy to facilitate development by streamlining the approval	Immediate	Planning/PW	Completed
	Our Natural Community - B. Water			
P1.4	Continue to protect areas of beneficial natural groundwater recharge by preventing uses that can contaminate soil or groundwater.			
A 1.4	The City and the appropriate water providers shall protect groundwater recharge and groundwater quality when reviewing new development projects.	Ongoing	Water Providers	Ongoing
P1.5	Where appropriate, new development shall minimize impervious area, minimize runoff and pollution, and incorporate best management practices.			
A1.5	Develop standards to increase pervious surfaces to recharge groundwater basin, where appropriate.	Ongoing	Planning/PW	Ongoing
	Our Natural Community - C. Access to Nature			
P1.6	Preserve, conserve, and add to public open space.			
A 1.6	Maintain the existing conservation areas and prohibit any development in spaces designated as parks and open space on the land use plan.	Ongoing	Planning/CS	Ongoing
A 1.6b	Continue to add public open spaces through developer dedication, in-lieu fees, or conservation easements.	Ongoing	Planning/CS/School Districts	Ongoing
P1.7	Develop a multi-use integrated trail system that supports recreational and mobility needs.			
A1.7a	Prioritize a phased program for the planning and design, funding and implementation of a citywide trail program.			Not Initiated
A1.7b	Convert the east-west Walnut Creek Wash into a walking and biking trail.	Short-Term	Planning/CS/PW	Not Initiated
A1.7c	Identify and provide additional access points adjacent to the Walnut Creek Wash and existing and planned trails.			Not Initiated
A1.7d	Update the downtown development regulations to develop standards for trails and development of frontages along the Walnut Creek Wash.	Immediate	Planning	Not Initiated

	Section	Time Frame	Implementer	Status
P1.8	Provide environmental education programs to increase public understanding and appreciation of our natural surroundings.			
A1.8	Provide information to residents and businesses about how to reduce water consumption, waste and pollution and conserve resources.	Ongoing	PW	Ongoing
P1.9	During the review of public and private development projects, analyze potential impacts to views of natural areas from public streets, parks, trails, and community facilities.			
A1.9	Adopt standards to protect public views and assess the impact to public views during the development review process.	Short-Term	Planning	Not Initiated
P1.10	To preserve nighttime views within and immediately adjacent to single family residential zones, require property owners within and directly adjacent to these zones to utilize shielding and directional lighting methods to direct lighting away from adjoining properties.			
A1.10	Adopt development standards that prevent glare and light trespass and assess the impact of outdoor lighting during the development review process.	Short-Term	Planning	Ongoing
	Our Natural Community - D. Street Trees			
P1.11	Plant to maximize the social, economic, and environmental benefits of trees.			
A 1.11a	Develop a street tree master plan for the downtown area as part of the Downtown Plan and Code. Develop urban design strategies with unique palettes of trees that add character to the street space. Consistency and variation in tree form, color, and seasonal display can be used to create dynamic and harmonious streetscapes.	Immediate		Completed
A1.11b	Increase the number of street trees by adding new trees in the downtown area and the three corridors (Azusa, Sunset, and Glendora Avenue).	Short-Term	Planning/PW	Ongoing
A 1.11c	Pursue an expanded and equitable distribution of trees and greening throughout the City. Fill in the gaps in canopy cover, address aging tree population, and identify vacant and new planting spots. Target planting where pedestrian and public realm improvements are prioritized such as safe streets to schools and parks. Set a citywide tree canopy coverage goal.	Short-Term		Not Initiated
A1.11d	Develop a street tree management plan — outline a maintenance strategy, creating planting plans and identify capital funding needs.	Ongoing		Not Initiated
A1.11e	Pursue a tree adoption program.	Mid-Term	Planning	Not Initiated
	Our Prosperous Community - A. Maintain and Monitor West Covina's Fiscal Health			
P2.1	Maintain and enhance the City's current tax base.			
A 2.1a	Continue to strengthen the City's retail base.	Ongoing	CED	Ongoing
A 2.1b	Attract new hospitality uses.	Short-Term		Ongoing
A 2.1c	Ensure that new development is not a fiscal burden to the City.	Ongoing	PW/Planning	Ongoing
A 2.1d	Enhance existing tax policies.	Ongoing	Finance	Ongoing
P2.2	Diversify local tax base.			
A 2.2	Consider Utility Users Tax.	Short-Term	PW/Finance	Not Initiated
	Our Prosperous Community - B. Reinforce West Covina's brand as a great place to live, work, and play in the San Gabriel Valley			
P2.3	Focus new growth in the Downtown Area to create vibrancy and invest in key public improvements.			
A2.3a	Invest in infrastructure and improve the public realm.	Short-Term	CED/Planning/PW/CS	Ongoing

	Section	Time Frame	Implementer	Status
A2.3b	Support catalytic development.	Short-Term	PW/Planning/CED	Ongoing
P2.4	Build on and grow West Covina's regional appeal.			
A2.4	Improve connections between the three downtown neighborhoods.	Short-Term	PW/Planning	Not Initiated
P2.5	Encourage transformative development in the triangle bounded by Glendora Avenue, Vincent Avenue, and Interstate 10.			
A2.5a	Support revitalization of Glendora Avenue retail.	Immediate	CED	Not Initiated
A2.5b	Brand the area as "West Covina's Main Street."			Not Initiated
P2.6	Create a diversity of housing options.			
A2.6a	Support higher-intensity and high-quality multifamily development in the downtown.	Ongoing	Planning/CED	Ongoing
A2.6b	Explore opportunities for affordable senior housing.			Ongoing
	Our Prosperous Community - C. Nurture Local Businesses and Attract Non-Retail Jobs			
P2.7	Target employment based uses to downtown.			
A2.7a	Explore health/medical campus opportunities	Short-Term	CED/Hospital	In Progress
A2.7b	Attract educational institution.	Long-Term	CED	Not Initiated
A2.7c	Attract corporate headquarters.	Ongoing	CED	Not Initiated
P2.8	Build economic development capacity.			
A2.8a	Strengthen and continue to support in-house Economic Development Department.	Ongoing	CED	Ongoing
A2.8b	Consider establishing an Economic Development Corporation (EDC).	Short-Term	CED	Not Initiated
A2.8c	Establish a Business Improvement District (BID).	Mid-Term	Business Owners/CED	In Progress
P2.9	Support local businesses.			
A2.9a	Provide incentives to encourage business/land owners to renovate and strengthen their businesses	Ongoing	CED	Ongoing
A2.9b	Brand and market West Covina	Immediate	CED	Ongoing
P2.10	Update Economic Development Strategy periodically.			
A2.10a	Develop economic development strategy.	Ongoing	CED	Ongoing
A2.10b	Update economic development strategy every five years.	Immediate	CED	Not Initiated
	Our Well-Planned Community			
P3.1	Preserve existing housing stock.			
A 3.1	Incorporate standards in the development code to preserve the existing form and character of stable residential areas and prevent encroachment of incompatible land uses and intensity.	Short-Term	Planning	Ongoing
P3.2	Support vibrant, economically strong neighborhoods through education and enforcement of property maintenance regulations.			
A3.2	Establish incentives to upgrade the appearance of poorly maintained or otherwise unattractive sites, and enforce existing land maintenance regulations.	Short-Term	Planning/PW	Ongoing
P3.3	New growth will complete, enhance, and reinforce the form and character of the unique West Covina neighborhoods, districts, and corridors.			
A3.3	Adjust regulations for the neighborhoods, districts and corridors to reflect the nature of intended change.	Short-Term	Planning	Not Initiated

	Section	Time Frame	Implementer	Status
P3.4	Direct new growth to downtown area and the corridors. Adapt economically underused and blighted buildings, consistent with the character of surrounding districts and neighborhoods, to support new uses that can be more successful. Provide opportunities for healthy living, commerce, employment, recreation, education, culture, entertainment, civic engagement, and socializing.			
A3.4	<ul style="list-style-type: none"> Adopt form-based codes for the Down-town area and Corridors that: Utilize clear development requirements tailored to the community's vision; Increase land use choices and encourage community vitality; Foster a rich public realm, with engaging private frontages, complete streets, and access to a range of open spaces; Insist on the highest standards of quality in architecture, landscaping, and urban design; and access to a range of open spaces <ul style="list-style-type: none"> Offer predictable streamlined development review process and produce predictable outcomes. 	Short-Term	Planning	Completed
				Ongoing
				Completed
				Ongoing
P3.5	Support the growth of Queen of the Valley Hospital while developing a unifying vision and code for Sunset Avenue.			Ongoing
A3.5	Partner with Queen of the Valley hospital to develop a Corridor Plan and Development Code for Sunset Avenue that accommodates future hospital growth in a contextual manner with enhancements to Sunset Avenue Corridor.	Short-Term	Planning/QVH	In Process
P3.6	Reduce West Covina's production of green-house gas emissions and contribution to climate change, and adapt to the effects of climate change.			
A3.6	<ul style="list-style-type: none"> Key land use adaptation strategies to reduce greenhouse gas emissions are: Promoting transit-oriented infill development, and Providing incentives for high-performance building and infrastructure 	Ongoing	Planning/PW	Ongoing
				Not Initiated
	Our Accessible Community			
P4.1	Coordinate and integrate land use, economic and transportation planning policies.			
A 4.1	Adopt a new land-use oriented system of street classifications as described in the City-wide Thoroughfare Plan.	Immediate	Planning/PW	Not Initiated
P4.2	Accommodate multimodal mobility, accessibility and safety needs when planning, designing, and implementing transportation improvements, improving access and circulation for all users of City streets.			
A4.2a	Adopt and apply transportation system performance metrics as described in the Thoroughfares Plan.	Immediate		Not Initiated
A4.2b	Review capital improvement projects to ensure that needs of non-motorized travelers are considered in planning, programming, design, reconstruction, retrofit, maintenance, construction, operations, and project development.	Ongoing	Planning/PW	Ongoing
A4.2c	Accommodate the needs of all travelers through a Complete Streets approach to designing new transportation improvements. Complete streets are roadways designed to facilitate safe, comfortable, and efficient travel for all roadway users.	Ongoing		Ongoing

	Section	Time Frame	Implementer	Status
P4.3	Establish protection of human life and health as the highest transportation system priorities, and seek to improve safety through the design and maintenance of streets, sidewalks, intersections and crosswalks.			
A4.3a	Develop and implement an enforcement program to encourage safe behavior and to reduce aggressive and/or negligent behavior among drivers, bicyclists and pedestrians.	Short-Term	PD	Not Initiated
A4.3b	Annually review collision data, including causes, to implement ongoing improvements at the highest-risk intersections and throughout the transportation network	Ongoing	PW/PD	Ongoing
P4.4	Allocate street space equitably among all modes.			
A4.4a	Ensure that pedestrians, bicyclists, transit vehicles and automobiles each have space in the right-of-way that is consistent with the street's designated mobility function and land use context per street typologies and modal-priority overlays as defined in the Thoroughfares Plan.	Short-Term	PW	Not Initiated
A 4.4b	Adopt the National Association of City Transportation Officials (NACTO) Urban Street Design Guide and Urban Bikeway Design Guide as a supplement to the California Manual for Uniform Traffic Control Devices.			Not Initiated
P4.5	Work to eliminate barriers to pedestrian and bicycle travel.			
A4.5a	Identify gaps in the pedestrian and bicycle facilities networks and define priorities for eliminating these gaps by making needed improvements.	Short-Term	PW	Ongoing
A4.5b	Require the construction of pedestrian and bicycle facilities and amenities, where warranted, as a condition of approval of new development projects.	Ongoing	PW/Planning	Ongoing
A4.5c	Accompany installation of new bicycle facilities with educational programs for motorists, bicyclists, and pedestrians — particularly children.	Short-Term	PD	Not Initiated
A4.5d	Work with owners of vacant properties adjacent to public walkways to identify beautification opportunities and implement improvements such as landscaping, fencing and/or art installations.	Short-Term	Planning/CED	Not Initiated
A4.5e	Develop Pedestrian and Bicycle Master Plans identifying community priorities, designing improvements at a conceptual level, and identifying potential funding sources.	Short-Term	PW	Completed
A4.5f	Consider implementation of a bikeshare program.	Mid-Term	PW	In Progress
A 4.5g	Develop a pedestrian and bicycle path along Walnut Creek Wash between Glendora and Sunset. A pedestrian and bicycle path is recommended to take the place of the existing service vehicle access road on the north side of the Wash in the Downtown area, connecting to the existing segment to the east, between Glendora and Azusa. The existing segment might also be improved using new signs and other wayfinding strategies and enhanced lighting for greater security.	Immediate	PW	Not Initiated

	Section	Time Frame	Implementer	Status
A4.5h	Explore opportunities for a "shared street" on Toluca Avenue. In the near term, no changes are recommended to this street. However, over the longer term it might be reconfigured as part of redevelopment of adjacent parcels. One option, given the street's relatively short length and role as a way access to adjacent parcels, rather than as an important element of the larger street network, would be a shared street or "woonerf" configuration in which curbs are eliminated and the roadway is shared by all users, including pedestrians. Such designs are appropriate for low-speed environments, are proven to be safe if properly located and designed, and can greatly contribute to the urban design character of a street by branding it as unique, providing additional opportunities for placemaking and greatly improving walkability.	Mid-Term	Planning/PW	Not Initiated
P4.6	Work with transit providers to develop high-quality facilities for transit users, including access facilities.			
A4.6a	Explore a free or discount fare zone for transit Downtown. Existing transit service within the Downtown segment of West Covina Parkway is relatively frequent, especially during peak periods. However, existing fare policy limits the use of this service for short trips, including trips within West Covina or within the Downtown area. Notably, Foothill Transit's frequent Silver Streak service charges a \$2.45 cash fare. While the City of West Covina does not set fare policy for Foothill Transit, it could work with the operator to explore options for facilitating such trips in support of new planned development.	Short-Term	CS/Foothill Transit	Not Initiated
A 4.6b	Work with Foothill Transit to formalize parking for park-and-ride patrons. Similarly, the City could work with Foothill Transit and property owners to explore options for a transit com-muter parking lot or structure, either shared or dedicated. This could serve to improve access to the proposed West Covina Parkway Transit Mall, if it were built, while discouraging illegal "hide-and-ride" parking in restricted lots. Foothill staff have expressed interest in development of a parking structure for patrons in this area, potentially with a transit store and retail uses on the ground floor.	Short-Term	CED/Foothill Transit/Plaza WC	In Progress
A4.6c	Explore changes to Go West routes. Go West service could be improved by modifying routes and layover/recovery policy to allow for a regular, easy-to-remember "clockface" headway or frequency of every 60 minutes on the Red and Blue Lines. Currently, Red Line headway is 56 minutes, while Blue Line headway is 65 minutes. The Blue Line route may have to be shortened slightly, or other measures taken to reduce running time.	Short-Term	CS	In Progress

	Section	Time Frame	Implementer	Status
A4.6d	Implement bus-only lanes and high-quality bus stops on West Covina Parkway between Sunset and Vincent. The segment of West Covina consists of two general-purpose lanes in each direction, plus left-turn lanes alternating with landscaped medians. Average Daily Traffic is in the 15,000 to 17,000 range, well below the maximum that can be accommodated in a single general-purpose lane each way, plus left-turn lanes. Transit volumes are up to 20 vehicles per hour, per direction. This level of transit service and a single lane of traffic can accommodate roughly the same number of trips. To improve reliability for the thousands of daily passengers aboard these buses and to enhance the visibility of existing transit service, the curbside general-purpose lanes should be converted to transit-only lanes. Private vehicles could continue to legally use the lanes to turn right at intersections or curb cuts, maintaining throughput in the general-purpose lanes. As part of this change, the existing 13-foot general-purpose lanes should be narrowed slightly, to provide a traffic-calming effect (while still easily accommodating large trucks). The City and Foothill Transit should partner to improve the existing Silver Streak stops at California using expanded shelters, real-time arrival information displays, informational kiosks and other amenities for passengers.	Short-Term	Foothill Transit/PW/Planning	Not Initiated
P4.7	Increase the efficiency, cost-effectiveness and utility of existing parking and road supply by managing demand.			
A4.7a	Revise the municipal parking code as described in a following section of this document.	Short-Term	Planning	Completed
A4.7b	Improve intersections as needed to comply with performance metrics.	Short-Term	PW	Ongoing
A4.7c	Partner with Caltrans to address transportation issues near the interface between State facilities and City streets.	Short-Term	PW/CalTrans	Ongoing
P4.8	Implement "green" streetscape elements for purposes of beautification, carbon reduction and stormwater runoff management.			
A4.8	As part of the green infrastructure plan, develop a strategy to increase the tree canopy along existing arterial streets by 25 percent.	Short-Term	PW	Not Initiated
P4.9	Take into account the special mobility needs of aging populations.			
A4.9	To complement the City's Safe Routes to School program, develop a Safe Routes for Seniors program. This program should address pedestrian conditions including pedestrian access to transit. It should be based on the senior community's identified needs, priorities and barriers to safe nonmotorized travel. The program should include an educational component, capital improvement program, and mobility and safety training program. Senior centers and organizations should be partners in both development and implementation.	Short-Term	PW	Not Initiated
P4.10	Improve mobility and accessibility for travelers of all incomes through a process of equitable public engagement, service delivery and capital investment.			
A4.10a	Identify low-income and transit-dependent communities, and implement pedestrian, bicycle and transit-related improvements in these communities.			
A4.10b	Improve multimodal access to schools, senior centers, social service agencies, civic institutions and other destinations used by low-income and other segments of the community.	Short-Term	Planning/PW	In Progress
P4.11	To ensure that the City is prepared for future changes in transportation technologies and preferred modes of travel, seek to incorporate emerging mobility options such as Transportation Network Companies (TNC) and autonomous vehicles into planning and other efforts.			In Progress

	Section	Time Frame	Implementer	Status
A4.11a	Understanding that increased adoption of TNCs and future introduction of autonomous vehicles may reduce parking needs, seek to limit the scale of investments in expensive parking infrastructure (parking structures). Consider investing instead in surface parking lots and on-street spaces that can be more easily repurposed for other needs.			Ongoing
A4.11b	Consider ways to facilitate use of TNCs and taxis by considering their infrastructure in new development, for example by requiring TNC/ taxi loading zones in large developments.	Ongoing	Planning/PW	Not Initiated
A4.11c	Seek out opportunities to partner with private transportation providers, for example by distributing information on local travel options on digital platforms, by providing subsidized TNC/taxi trips in lieu of fixed-route transit service, or by sharing travel data.			Not Initiated
P4.12	Work to develop a safer transportation system.			
A4.12a	Encourage development and application of strategies and actions pertaining to response and prevention of security incidents on the local and regional transportation system through improved system monitoring, rapid recovery planning, and coordination with other security agencies.	Ongoing	PW/Foothill Transit	Not Initiated
A4.12b	Use SCAG GIS data to develop emergency planning and response strategies for the transportation system.	Ongoing	PW	Not Initiated
P4.13	Synchronize traffic signals and develop operational enhancements at the I-10 Freeway interchanges to reduce traffic congestion.			
A4.13	The City of West Covina shall seek congestion management and other available grant funding opportunities to synchronize traffic signals and develop operational enhancements at the I-10 Freeway interchanges.	Short-Term	PW	Not Initiated
	Our Resilient Community - A. Circulation			
P5.1	Promote fine-grained network of complete streets in new and redevelopment projects.			
A5.1	Adjust development regulations and review processes to require new development and redevelopment projects to provide a fine-grained, interconnected, multimodal transportation network with a balance of motor vehicle, pedestrian, bike, and transit amenities	Short-Term	Planning/PW	Ongoing
	Our Resilient Community - B. Land Use			
P5.2	Allocate land uses based primarily on the control of physical form, intensity, and arrangement of buildings, landscapes, and public spaces that enable land and building functions to adapt to economic, environ-mental, energy, and social changes over time.			
A5.2	Adopt form-based codes for downtown and corridors and require applicants to comply with the standards	Short-Term	Planning	Completed
	Our Resilient Community - C. Public Realm			
P5.3	Parks and other public open spaces will be connected to, informed by, and responsive to the context. Natural and landscaped parcels should also be configured for place-making and food production. Streets shall be multifunctional, multimodal, and spatially enclosed by buildings and trees.			
A5.3	Adjust development regulations and review processes to incorporate pedestrian scale place-making in the design of streets and open spaces.	Short-Term	Planning	Ongoing
	Our Resilient Community - D. Building and Landscape Form			

	Section	Time Frame	Implementer	Status
P5.4	Buildings, lots, and blocks primarily scaled around the pedestrian and transit, creating a human-scaled spatial enclosure. Buildings should be informed by surrounding physical context, the adjacent landscapes, structures, local conditions, building traditions, and the microclimate.			
A5.4	Adjust development regulations and review processes to require assessment and appropriate response to local context.	Short-Term	Planning	Completed
P5.5	Our Resilient Community - E. Transportation Implement a Complete Streets Policy for the city to ensure that the right of way will provide safe access for all users.			
A5.5	Publish a Complete Streets Manual that provides engineering and design guidelines for different street typologies to better accommodate a mix of modes, including cars, public transportation, cyclists, and pedestrians; apply the standards in the manual to projects whenever possible.	Short-Term	PW/Planning	Not Initiated
P5.6	Our Resilient Community - F. Energy Continue existing beneficial energy conservation programs, including adhering to the California Energy Code in new construction & major renovations.			
A5.6a	Adjust development regulations and review processes to incorporate to require assessment and appropriate response to local context.	Short-Term		Completed
A5.6b	Apply for grant funds to purchase electric vehicles & install charging stations through one of the South Coast Air Quality Management District funding programs.	Ongoing		Ongoing
A5.6c	As the economy recovers and funding becomes available (through grants or bond proceeds), the City should explore energy efficiency projects such as installing solar panels for City facilities & retrofitting existing street lights.	Short-Term	PW	In Progress
A5.6d	Consider providing an incentive program for new buildings that exceed California Energy Code requirements by 15%.	Short-Term		Not Initiated
A5.6e	Provide on-going education of homeowners & businesses as to the value of energy efficiency & the need to upgrade existing structures on the regular basis.	Ongoing		Not Initiated
	Our Resilient Community - G. Water			
P5.7	Manage & develop safe, reliable, economical water supply for existing & planned new customers.			
A5.7a	Reduce demand through water conservation techniques.	Ongoing	PW	Ongoing
A5.7b	Partner with the 8 water districts to forecast demand & determine appropriate facility needs.	Ongoing	PW/Water Agencies	Not Initiated
A5.7c	Set conditions of approval for each new development to ensure adequate water supply prior to occupancy.	Ongoing	PW/Planning	Ongoing
	Our Resilient Community - H. Sewer			
P5.8	Ensure provision of adequate sewer system capacities to serve existing & planned development.			
A5.8a	Preventing rain water from getting into sewer system.			Ongoing
A5.8b	Preserve the longevity & sound condition through evaluation & maintenance of the sewer infrastructure.			Ongoing
A5.8c	Pursue construction of new or replacement sewer lines consistent with the City's Sewer System Management Plan.	Ongoing	PW	Ongoing

	Section	Time Frame	Implementer	Status
A5.8d	Pursue enlargement or extension of the sewage collection system where necessary to serve new development, with the capital costs & benefits allocated equitably & fairly between the existing users & new users.			Ongoing
	Our Resilient Community - I. Solid Waste			
P5.9	Provide adequate facilities & services for the collection, transfer, recycling, & disposal of refuse.			
	Continue to collaborate with users & service partners to identify & support programs & new techniques of solid waste disposal, such as:			
A5.9	<ul style="list-style-type: none"> recycling, composting, waste to energy technology, & waste separation, to reduce the volume & toxicity of solid wastes that must be sent to landfill facilities. 	Ongoing	PW	Ongoing
	Our Resilient Community - I. Food Production			
P5.10	Consider incorporating community gardens as part of city parks and recreation planning, and work with local schools Hurst Ranch, and Queen of the Valley Hospital to facilitate the development, administration and operation of additional community gardens throughout the city.			
A5.10a	Develop incentives to encourage community gardens.			Not Initiated
A5.10b	Identify eligible parcels and pursue partnerships with property owners to build community gardens.		Planning	Not Initiated
A5.10c	Amend Zoning Ordinances to allow Community Gardens throughout the City.	Short-Term		Not Initiated
	Our Healthy and Safe Community - A. Active Living			
P6.1	Promote and support transportation decisions that reduce driving and increase rates of transit use, walking, and biking.			
A 6.1a	Review and revise street standards to promote walking, transit use, and biking.	Short-Term	PW/Planning	In Progress
A6.1b	<p>The development review bodies should consider active living as a development criteria and encourage:</p> <ul style="list-style-type: none"> Where practical, locating the building near transit and a diverse mix of uses; Siting the building to encourage walking; and Securing bicycle parking, and where feasible, other cycling friendly facilities such as showers/lockers 	Short-Term	Planning	Ongoing
P6.2	New and renovated buildings should be designed and constructed to improve the health of the residents, workers, and visitors			
A6.2	Encourage the use of stairs between floors by designing internal staircases to be visually prominent and attractive.	Ongoing	Planning	Not Initiated
P6.3	Support and partner with health providers to offer active living activities and events.			
A6.3a	Partner with Lighten UP SGV to promote health classes and events.	Short-Term	LU-SGV/CS	Not Initiated
A6.3b	Support health fairs with information, health care screenings and services, and activities celebrating active living. The event should be sponsored by a range of health service partners. The health fair should have a strong focus on active living, healthy eating, and mental health.	Ongoing	Health Service Partners	Not Initiated

	Section	Time Frame	Implementer	Status
P6.4	Implement a Complete Streets Policy for the city to ensure that the right of way will provide safe access for all users.			
A6.4	Publish a Complete Streets Manual that provides engineering and design guidelines for different street typologies to better accommodate a mix of modes, including cars, public transportation, cyclists, and pedestrians; apply the standards in the manual to projects whenever possible.	Short-Term	PW/Planning	Not Initiated
P6.5	Seek to increase its amounts of parks and trails to support physical activity and reduce the incidence of chronic illness.			
A 6.5	Continue to work with the local school districts to maintain and expand after school use of school facilities for playing fields, park spaces, and other activities.	Ongoing	CS/School Districts	Not Initiated
P6.6	Improve bike and pedestrian safety for all ages.			
A6.6a	Monitor and improve areas with a high incidence of pedestrian/vehicle and bicycle/vehicle collisions.	Ongoing	PD/PW	In Progress
A6.6b	Partner with the local school districts to prioritize safety and roadway improvements around schools that encourage walking and biking to school.	Short-Term	PW/School Districts	In Progress
P6.7	Our Healthy and Safe Community - B. Mental Health and Social Capital			
P6.7	Preserve and strengthen social capital by supporting formal and informal social networks in the community.			
A 6.7	Increase access to safe, comfortable, and interesting public spaces.	Short-Term	Planning/PW	Ongoing
P6.8	Increase rates of participation at community events such as adult education, senior activities, family-oriented programs, and youth activities.			
A6.8	Increase the marketing of existing programs and events and add new programs and events to reduce the risk of social isolation.	Short-Term	CS/School Districts	Ongoing
P6.9	Increase awareness about how to prevent mental illness and promote mental health.			
A6.9	Partner with health care providers, caregivers, schools, senior center to increase access to mental health information and resources.	Short-Term	CS/Health Care Providers/School District	In Progress
P6.10	Our Healthy and Safe Community - C. Healthy and Nutritious Food			
A6.10a	Increase access to health-promoting foods and beverages in West Covina.			
A6.10b	Form partnerships with organizations such as health care facilities, schools, Hurst Ranch, Plaza West Covina, and food banks to encourage healthy foods and beverages.	Short-Term	Health Care Providers/School Districts/Plaza West Covina/Food Banks	Not Initiated
A6.10c	Discourage the sale of less healthy foods and beverages within local government facilities, recreational areas, and near public or private schools, or at sports events.	Ongoing	Planning	Not Initiated
P6.11	Our Healthy and Safe Community - D. Police			
P6.11	Provide community safety through enhanced police services.			
A 6.11a	Increase public access to police services by: <ul style="list-style-type: none"> increasing police staffing to coincide with increasing population, development, and call for services; require the funding of new services from fees or assessments from new development. 	Short-Term	PD	Not Initiated

	Section	Time Frame	Implementer	Status
A6.11b	Add bike patrol in Downtown area to prevent, intervene, and enforce activities while allowing personalized police contacts that enhance the relationship between the police department and the people it serves.	Ongoing	PD	Not Initiated
A6.11c	Continue to support and expand the Neighborhood Watch program.	Ongoing	PD	Ongoing
A6.11d	Co-habit with the Fire Department a future public service center to increase the presence and services in the Downtown area.	Long-Term	PD/FD	Not Initiated
A6.11e	Provide education about specific safety concerns such as property crimes and auto-theft.	Ongoing	PD	Ongoing
P6.12	Address safety during development review process.			
A 6.12a	Incorporate Crime Prevention Through Environmental Design (CPTED) principles and best practices into zoning ordinances and development review processes for new development and major rehabilitation.	Immediate	Planning/PD	Not Initiated
A6.12b	Develop an ordinance that restricts the location and concentration of liquor stores within 500 feet of schools and parks. Include an incentive program to facilitate the transition of liquor stores to food markets and local grocery stores.	Short-Term	Planning/PD	Completed
P6.13	Our Healthy and Safe Community - E. Fire			
A 6.13a	Optimize firefighting and emergency response capabilities. Resolve extended response time problems by: <ul style="list-style-type: none"> increasing police staffing to coincide with increasing population, development, and call for services; require the funding of new services from fees or assessments from new development. 	Immediate	FD	Not Initiated
A6.13b	Co-habit with the Police Department a future public service center to improve the service times in the Downtown area.	Long-Term	FD/PD	Not Initiated
P6.14	Address fire-prevention during development review process.			
A6.14	Dedicated person for fire prevention review during design, construction, inspection, and operation of development projects to ensure adequacy of fire protection, access for firefighting, water supply, and vegetation clearance.	Ongoing	FD	In Progress
P6.15	Our Healthy and Safe Community - F. Natural Hazards			
A 6.15a	Limit the exposure to potential natural hazards through adoption and enforcement of appropriate building standards, land use controls, and environmental review. Require all development to comply with the provisions of the latest California Building Code, including provisions related to design and engineering to mitigate potential impacts from seismic events, fires, and other hazards.	Ongoing	PW	Ongoing
A6.15b	Review Zoning Ordinance and subdivision requirements, make recommendations to the City Council and Planning Commission on the implications of the Safety Element, and make any necessary changes.	Short-Term	Planning/PW	Not Initiated
A6.15c	Require CEQA environmental reviews to analyze and as necessary mitigate potential natural hazards on a site-specific basis	Ongoing	Planning/PW	Ongoing
A6.15d	Require Specific Plans to recognize the findings of this Safety Element as critical land use guidelines are developed for specific areas.	Ongoing	Planning/PW	Ongoing
P6.16	Take actions to reduce the potential for loss of life or property in areas of high seismic risk and areas subject to landslide and liquefaction hazards.			

	Section	Time Frame	Implementer	Status
A6.16	Require geological and soils engineering investigations in areas of moderate or high landslide risk, potential liquefaction and subsidence areas, and critical seismic zones such as Alquist-Priolo fault zones	Ongoing	PW	Ongoing
P6.17	Take actions to reduce the potential for loss of life or property in high fire hazard areas.			
A 6.17a	Review and evaluate proposed land uses in extreme and high fire hazard areas for their vulnerability to fire and potential ignition sources.	Short-Term	Planning/PW/FD	Not Initiated
A6.17b	Prohibit the use of untreated shake roofs in areas of high and extreme fire hazard.	Ongoing	PW/FD	Ongoing
A6.17c	Adopt special inspection criteria in those areas of extreme, high, and medium fire risk during critical fire season when the sustained wind velocity exceeds 25 miles per hour.	Ongoing	PW/FD	Not Initiated
A6.17d	Study the adoption of rigid inspection standards for off-road vehicles (such as muffler and spark arrestor controls) and closely control the usage of off-road vehicles during periods of high fire risk (such as "Santa Ana" wind events with low humidity and strong winds).	Mid-Term	PW/FD	Not Initiated
A6.17e	Investigate water re-use programs in the hill-side areas to aid in fire prevention.	Mid-Term	PW/FD	Not Initiated
A6.17f	Work with homeowners and builders constructing homes in or adjacent to high and extreme fire risk areas to make all water in privately owned swimming pools in these areas accessible to fire trucks for use in onsite fire protection. This could be accomplished through the inclusion of suitable gates and driveways in both existing and proposed homes.	Mid-Term	FD	Not Initiated
A6.17g	Continue to support programs to reduce fire hazards from vegetation in areas of extreme to high fire risk. Such programs may take a variety of forms and would include current City weed and brush removal programs, as well as control and use of fire retardant plantings.	Ongoing	FD	Ongoing
P6.18	Take actions to reduce the potential for loss of life or property in flood zones and potential dam inundation areas.			
A 6.18a	Review and evaluate proposed land uses in flood zones for their vulnerability to potential flooding and potential exposure of life and property to damage or loss from flooding.	Short-Term	PW	Ongoing
A6.18b	Improve emergency service capabilities in areas subject to potential dam inundation in order to shorten times required for emergency evacuation and mobilization efforts. Identify manpower and equipment needs, as well as approach to notification of affected households.	Short-Term	PW/FD	Not Initiated
A6.18c	Actively support efforts to inspect dams and evaluate dam safety requirements.	Short-Term	PW	Ongoing
A6.18d	Investigate siting of future critical facilities in only those areas beyond the 60-minute line that signifies the time between dam failure and inundation.	Ongoing	PW	Not Initiated
A6.18e	Support or sponsor flood plain studies along Walnut Creek and other drainage areas to better equip the City to deal with flood problems.	Short-Term	PW	Not Initiated
A6.18f	Make information on flood potential available to developers, industries, and appropriate civic groups in areas affected by potential dam inundation.	Short-Term	PW	Not Initiated
A6.18g	Encourage State, federal, and other governmental agencies to intensify research on flood and inundation hazards	Mid-Term	PW	Not Initiated
P6.19	Prevent serious structural damage and functional impairment to critical facilities and structures, especially where large numbers of people are apt to congregate at one time.			

	Section	Time Frame	Implementer	Status
A6.19	Review all critical facilities (including, but not limited to, hospitals, evacuation centers, emergency services and communications facilities, high pressure natural gas lines and high capacity petroleum and electrical transmission lines) for their susceptibility to potential hazards. This review should be conducted by a structural engineer, and funding sources for this program should be sought from all available local, regional, state, and federal sources.	Short-Term	PW/FD	Not Initiated
P6.20	Engage in and support inter-agency coordination regarding emergency services and response, and critical facilities			
A 6.20a	Encourage and participate in mutual aid agreements between the fire departments of local cities and Los Angeles County	Short-Term	FD	Ongoing
A6.20b	Improve power and gas line inspections and new installations through a coordinated effort between providers of electricity and natural gas and the West Covina Fire Department.	Ongoing	FD	Not Initiated
P6.21	Update West Covina's Natural Hazard Mitigation Plan (NHMP) on a regular basis in order to reflect changing conditions, best practices, regulatory environment, and advancements in knowledge; and to main-tain eligibility for public assistance grants.			
A6.21a	Update West Covina's NHMP every 5 years.	Short-Term	PW/FD	Not Initiated
A6.21b	Carry out the actions contained in NHMP.	Ongoing	PW/FD	Ongoing
P6.22	Develop and disseminate educational programs, through a variety of media, to familiarize the citizens of West Covina with the Safety Element, the NHMP, and related issues.			
A6.22a	Develop and disseminate educational programs regarding the Safety Element, the NHMP, and general safety information to organizations such as school districts, agencies serving the aged and handicapped, industries susceptible to seismic hazards, and civic groups, and encourage them to implement these programs and/or incorporate them into their own safety programs.	Short-Term	PD	Not Initiated
A6.22b	Coordinate with the school districts to initiate educational programs in lower grades using displays and demonstrations that would expose younger children to the nature and strength of fire, for the purpose of tempering their natural curiosity about fire with knowledge of, and a sense of respect for, its hazards.	Ongoing	PD/FD	Not Initiated
A6.22c	Coordinate with the school districts in the City to support or sponsor exhibits and presentations in secondary school demonstrating the more involved aspects of fire dynamics, i.e. major contributing factors of fire hazards and the relationship of fire to the natural ecology. Encourage parental cooperation and assistance in overall fire education programs.	Ongoing	PD	Not Initiated
A6.22d	Make the Safety Element and the NHMP available to builders and realtors, and encourage them to share relevant information from these documents with homebuyers and tenants.	Long-Term	PD/FD	Ongoing
P6.23	Our Healthy and Safe Community - G. Noise Ensure that new development is not exposed to excessive noise.			
A 6.23a	Require new developments to reduce exterior noise levels for any usable outdoor area to the "normally acceptable" range in the City's land use/noise compatibility matrix, shown in Table 6.4 of this Noise Element.	Ongoing	Planning/PW	Ongoing
A6.23b	Require mixed-use structures and areas to be designed to prevent transfer or noise from commercial to residential uses, and to ensure a 45 CNEL level or lower for all interior living spaces.	Ongoing	Planning/PW	Ongoing

Section		Time Frame	Implementer	Status
A6.23c	Require any residential component of all new buildings to comply with the requirements of the residential noise insulation standards of the most recent edition of California's building code.	Ongoing	Planning/PW	Ongoing
P6.24	Ensure that new development does not expose surrounding land uses to excessive noise.			
A 6.24	Through the environmental review process, require applicants for new development proposals to analyze potential noise impacts on nearby noise-sensitive receivers before project approval. As feasible, require appropriate noise mitigation to address any identified significant noise impacts.	Ongoing	Planning	Ongoing
P6.25	Minimize noise conflicts between local noise gen-erators and sensitive receivers.			
A6.25a	Continue to enforce the City's existing Noise Ordinance.	Ongoing	Planning/PW	Ongoing
A6.25b	Track noise complaints to determine areas of potential problems, and work proactively with the noise generators and the affected parties to reduce the impacts of such noise.	Ongoing	Planning/PW	Ongoing
P6.26	Strive to reduce potential noise impacts in the City's own operations.			
A6.26a	Comply with the City's Noise Ordinance and State and federal occupational health and safety noise standards in the City's own operations.	Ongoing	PW/CS/Planning	Ongoing
A6.26b	Purchase any equipment that produces high noise levels with all necessary and feasible noise abating equipment installed.	Ongoing	PW/CS/Planning	Ongoing
P6.27	Minimize the noise impacts of transportation facilities and improvements.			
A6.27a	Continue to encourage the enforcement of regulations such as the State Vehicle Code noise standards for automobiles, trucks, and motorcycles operating within the City.	Ongoing	PD	Ongoing
A6.27b	Maintain liaison with transportation agencies such as Caltrans regarding reduction of noise from existing transportation facilities.	Ongoing	PW	Ongoing
A6.27c	Consider, where appropriate, tools for mitigating noise impacts of transportation facilities on new and existing development. Such tools may include noise insulation for interior spaces, site design solutions, and noise barriers such as sound walls and berms. Site design solutions such as setbacks are frequently preferable to barriers, and berms are frequently preferable to sound walls, for reasons of aesthetics and potential noise reflection effects.	Ongoing	PW/Planning	Ongoing
A6.27d	Consider, where appropriate, the diversion of through traffic from purely residential areas.	Ongoing	PW/Planning	Ongoing
A6.27e	The City shall partner with adjacent cities and other jurisdictions and the private sector to seek and secure funding for railroad safety improvements, including securing rail right-of-way, and developing "Quiet Zones", grade separations, and/ or other safety projects for at-grade rail crossings at the intersection of Azusa Canyon Road and Los Angeles Street and on Fairway Drive at Valley Boulevard.	Short-Term	PW/Planning	Not Initiated
P7.1	Our Creative Community - A. Build Capacity Provide ongoing direction, administration and financial resources to address West Covina's cultural needs.			
A7.1a	Bring dedicated human and financial resources through grants, internship, contract positions, etc. to support implementation.	Short-Term		In Progress
A7.1b	Determine the administrative structure in West Covina best suited to support cultural development.	Immediate		In Progress

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	Section	Time Frame	Implementer	Status
A7.1c	Identify and establish an appropriate organizational structure like a Cultural Advisory Committee or task the existing Community Services Group or Commission to work collaboratively with partners and provide direction and support for ongoing cultural development.	Immediate	CS	In Progress
A7.1d	Define the financial implications and establish a budget for implementing specific initiatives.	Short-Term		Not Initiated
P7.2	Our Creative Community - B. Leverage West Covina's Assets for Economic Growth			
	Leverage cultural resources to support downtown and corridor revitalization.			
A7.2a	Reuse vacant or underutilized buildings in the downtown area and along the Corridors to provide shared space for artists or small creative cultural enterprise, or to display works of local cultural significance.	Ongoing	Planning/CS	Ongoing
A7.2b	Expand cultural and heritage tourism in West Covina.	Short-Term	Planning/CS	Not Initiated
A7.2c	Engage local retailers, hotels, and restaurants to increase awareness of local cultural resources.	Ongoing	Planning/CS	In Progress
P7.3	Our Creative Community - C. Build a Robust Cultural Sector			
	Increase public art and cultural expression throughout the community.			
A7.3a	Continue to facilitate works of art in public spaces per the City's Arts in Public Places Program.	Short-Term	Planning/PW	Not Initiated
A7.3b	Develop a map (promotional brochure) that identifies the location of all public art.	Short-Term	CS (Planning)	Not Initiated
A7.3c	Sponsor and organize local art exhibits in public facilities, performances, festivals, cultural events, and forums.	Short-Term	CS/Health Care Providers/School District	Not Initiated
A7.3d	Establish an online community-driven calendar of festivals and events to promote cultural activities.	Short-Term	CED/CS	Ongoing
A7.3e	Strengthen wayfinding signs to help profile cultural resources.	Mid-Term	CED/CS	Not Initiated
A7.3f	Build on and extend current efforts in cross promotion and marketing among cultural organizations and activities.	Short-Term	CS	In Progress
A7.3g	Work with the schools to integrate arts education into core curriculum.	Mid-Term	CS/School Districts	Not Initiated
A7.3h	Identify and promote the cultural events hosted at different places of worship that are open to the public.	Mid-Term	CS	Not Initiated
P7.4	Expand places and spaces where cultural activities can occur.			
A7.4a	Undertake a systematic audit of places and spaces in West Covina where cultural activities currently or potentially could take place. Make this database publicly accessible to assist cultural groups in finding potential venues for their activities.	Short-Term	CS/Planning/CED	Not Initiated
A7.4b	Meet diverse needs for performance, exhibition, and workspace.	Mid-Term	CS	Not Initiated
A7.4c	Examine current zoning, licensing, and permitting requirements with the objective of supporting and facilitating community groups planning festivals and events.	Short-Term	Planning	Not Initiated
P7.5	Our Creative Community - D. Celebrate and Promote West Covina's Cultural Assets			
	Provide access to cultural opportunities across the community for all residents.			
A7.5a	Promote the cultural and artistic expressions of West Covina's underrepresented cultural groups.	Short-Term	CS	Not Initiated
A7.5b	Consider establishing new Pan-Asian and Hispanic festivals that create a unique cultural brand for West Covina.	Short-Term	CS/CED	Not Initiated

	Section	Time Frame	Implementer	Status
A7.5c	Continue efforts to provide free and/or afford-ble cultural programming in anchor cultural institutions and through the promotion of free community festivals and events.	Ongoing	CS	Not Initiated
A7.5d	Encourage establishment of one or more festivals or events geared to the interests of youth. Engage youth in the determination of such an event(s).	Short-Term	CS	Not Initiated
A7.5e	Encourage the establishment of one or more festivals or events geared to the interests of seniors. Engage seniors in the determination of such an event(s).	Short-Term	CS	Not Initiated
P7.6	Brand and promote the four corners of Amar Road and Azusa Avenue as "Little Manila".			
A7.6a	Create an identification and way finding sign program for the four corners.	Short-Term	Planning	Not Initiated
A7.6b	Encourage and support a BID.	Mid-Term	Property Owners	Not Initiated
A7.6c	Develop a master plan for the four corners area.	Mid-Term	Planning	Not Initiated
P7.7	Assess, avoid, and mitigate potential impacts to archeological, paleontological, and tribal resources through the CEQA review process for development projects carried out within the City. Comply with existing regulations relating to Native Amer-ican resources, including California Environmental Quality Act Section 15064.5(d) and (e) and Public Resources Code §5097.98 concerning burial grounds, and Assembly Bill 52 and Senate Bill 18 for consultation with Native American tribes for development projects carried out within the City.			
A7.7	Require development to avoid archaeological and paleontological resources, whenever possible. If complete avoidance is not possible, require development to minimize and fully mitigate the impacts to the resources. Notify California Native American tribes and organizations of proposed projects that have the potential to adversely impact cultural resources.	Ongoing	Planning	Ongoing
P8.1	Our Active Community - A. Variety of Open Space Types			
A8.1	Encourage the distribution of a variety of park types and sizes throughout the City.	Short-Term	Planning/CS	Not Initiated
P8.2	Encourage the development of non-traditional park types, including green belts, linear parks, urban trails, and pocket parks.			
A8.2a	Require dedication of land identified as linear park in conjunction with new development.	Ongoing	Planning/CS	Not Initiated
A8.2b	Work with the County to initiate efforts to create a linear park public trail system along the Walnut Creek.	Immediate	PW/Planning/CS	Not Initiated
A8.2c	Update and create new agreements for joint use of school and City recreational and park facilities.	Short-Term	CS/School Districts	In Progress
P8.3	Reinforce existing joint use agreements with schools to fill in service gaps.			
A8.3	Pursue joint use agreement with California Elementary School, Cortez Elementary School, Hollencrest Middle School, Orangewood Elementary School, Merced Elementary School, South Hills High School, and Traveek Middle School.	Short-Term	CS/School Districts	In Progress
P8.4	Our Active Community - B. Walk or Bike to Parks			
A8.4	Small and frequent open spaces should be dispersed throughout the neighborhood. Develop new neighborhood parks, pocket parks, and community gardens as feasible and appropriate to meet citizen needs and require them in new development.	Ongoing	CS/Planning	Ongoing
P8.5	Our Active Community - C. Public Access to Open Space Develop and improve access to parks.			

	Section	Time Frame	Implementer	Status
A8.5	Identify and eliminate barriers, safety issues along walkways, and gaps in pedestrian and bike networks, and improve bike facilities that encourage access to parks.	Ongoing	PW/CS	Ongoing
P8.6	Our Active Community - D. Connect Space			
	Develop a network of open spaces.			
A8.6a	Connect the open spaces to neighborhoods through a series of landscaped streets that provide green links to the Walnut Creek as well as stormwater drainage.	Short-Term	PW	Not Initiated
A8.6b	Revise zoning ordinance to require new development to connect their open spaces to the open space network.	Short-Term	Planning	Not Initiated
A8.6c	Educate property owners, political leaders and the community about the economic, social, and environmental benefits of open space network.	Short-Term	Planning/CS	In Progress
P8.7	Our Active Community - E. Safety			
	The location and design of open spaces should take advantage of surrounding land uses.			
A8.7	Revise the zoning ordinances to require open spaces to be designed in the line of sight of adjacent land uses and activities to ensure visibility. The frontages should have active edges such as front doors and windows, or storefronts for commercial uses.	Short-Term	Planning/PD	Not Initiated
P8.8	Increase safety in public parks.			
A8.8a	Provide adequate lighting; maintaining land-scaping to maximize visibility; remove graffiti as soon as possible; remove trash, debris, weeds, etc. from public areas with ongoing maintenance of those public areas; and conduct regular police patrols and provide public safety information.	Short-Term	CS/PD	Ongoing
A8.8b	Partner with the community through programs that activate spaces or provide more eyes on the public facility, such as neighborhood watch groups.	Ongoing	PD	Not Initiated
A8.8c	Design facilities to be universally accessible for seniors, children and those with disabilities.	Ongoing	Planning/PW	Ongoing
A8.8d	Encourage developers to incorporate building and site design techniques that reduce crime, such as utilizing Crime Prevention through Environmental Design(CPTED) strategies.	Ongoing	PD/Planning	Ongoing
A8.8e	Provide convenient and safe on-street parking. Avoid using park site for parking.	Ongoing	CS/Planning	Ongoing
P8.9	Our Active Community - F. Maintenance			
	Investigate and evaluate opportunities and incentives for other agencies, non-profits, private businesses, and user groups to participate in the maintenance and replacement costs of parks, open space, and recreational facilities.			
A8.9a	Develop a citywide initiative to encourage "Friends of Parks" service organizations like West Covina Beautiful or San Gabriel Mountains Regional Conservancy & Community Service Group for short term clean-up projects.	Ongoing	CS/Service Orgs/Community Service Groups	Not Initiated
A8.9b	Continue to use the Capital Improvements Program to plan for the identification of available resources for park facility repair, upgrades, and replacements through the budget process.	Ongoing	CS/PW/Planning	Ongoing
A8.9c	Institute an impact fee for capital improvements to mitigate the impact of new development on parks and open spaces.	Immediate	Planning	Completed
A8.9d	Continue to search for opportunities in grants and to encourage private donations. Identify other effective funding sources for park and recreational programs, such as trusts and other fund raising activities.	Ongoing	CS	Ongoing
A8.9e	Promote the use of City facilities for special events, such as festivals and tournaments.	Ongoing	CS	Ongoing
P8.10	Our Active Community - G. Facilities and Programming			
	Continue to monitor and provide for the needs of a changing demographic.			

ATTACHMENT NO. 2
December 31, 2018

	Section	Time Frame	Implementer	Status
A8.10	If necessary, make operational and programming changes to reflect the changing preferences and needs of a diverse and aging population.	Ongoing	CS	Ongoing
P8.11	Ensure equal access to facilities and programs.			
A8.11a	Improve facilities at City Parks to respond to the requirements of special needs groups.			Ongoing
A8.11b	Adjust and subsidize fees to ensure that all residents have the opportunity to participate in recreation programs.	Ongoing	CS	Ongoing
P8.12	Explore the feasibility of building a new community pool facility.			
A8.12a	Identify location for a new pool based on user access and convenience, and land availability and cost.	Mid-Term	CS	In Progress
A8.12b	Update the impact fee schedule as necessary to ensure that development provides its fair share of the capital improvement needs for parks and recreation.	Immediate	Planning	Ongoing

ATTACHMENT NO. 3 HOUSING ELEMENT PROGRESS REPORT

Please Start Here

General Information	
Jurisdiction Name	West Covina
Reporting Calendar Year	2018
Contact Information	
First Name	Jeff
Last Name	Anderson
Title	Community Development Director
Email	janderson@westcovina.org
Phone	(626) 939-8423
Mailing Address	
Street Address	1444 W Garvey Avenue
City	West Covina
Zipcode	91790

Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System (Preferred)** - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*
2. **Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

(CCR Title 25
§6202)

Jurisdiction	West Covina
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table A2

[illegible]

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data.
Please contact HCD if your data is different than the material supplied here

Jurisdiction	West Covina
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table B															
Regional Housing Needs Allocation Progress															
Permitted Units Issued by Affordability															
		1		2								3		4	
Income Level		RHNA Allocation by Income Level		2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level	
Very Low	Deed Restricted		217	0		0	0	0	0	0	0	0	0	217	
	Non-Deed Restricted			0	0	0	0	0	0	0	0	0	0		
	Deed Restricted		129	0	0	0	0	0	0	0	0	0	0	129	
Low	Non-Deed Restricted			0	0	0	0	0	0	0	0	0	0		
	Deed Restricted		138	0	0	0	0	0	0	0	0	0	0	138	
	Non-Deed Restricted			0	0	0	0	0	0	0	0	0	0		
Moderate Above Moderate	Deed Restricted		347	0	481	140	37	2	9	0	0	0	669	0	
	Non-Deed Restricted			0	0	0	0	0	0	0	0	0	0		
	Total RHNA		831	0	481	140	37	2	9	0	0	0	669	484	
Total Units 44															

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

Jurisdiction	West Covina	(Jan. 1 - Dec. 31)
Reporting Year	2018	

Table C
Sites Identified or Rezoned to Accommodate Shortfall Housing Need

[illegible]

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	West Covina
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table D
Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Preservation Program	Assist 10 households annually and advertise the program on the City's website and periodically in the City's newsletter.	Ongoing	Administering loans from previously implemented HPP program. Implemented revised HPP program in 2017. Funding came from CDBG and Low/Moderate Housing Funds. In 2018 staff provided loans to 8 West Covina homeowners.
Home Improvement Loan Program	Assist 50 households annually and advertise the program on the City's website and periodically in the City's newsletter.	Ongoing	Administering existing loans. No funding available for new loans.
Monitor and Preserve Affordable Housing	Maintain a list of affordable units throughout the City including affordability information to ensure landlords are compliant with deed restrictions and to preserve affordable units.	Ongoing	Monitoring compliance of six affordable housing projects in the City, including Heritage Park, Lark Ellen Village, Mauna Loa Apartments, The Promenade, Senior Villas I and Senior Villas II. The City continues to monitor the status of existing affordable units within the City. There are 687 affordable units within the City.
Energy Efficient Design	Educate and encourage the use of energy conservation measures in the development of residential units. Provide information on funding programs.	Ongoing	The City encourages energy conservation and compliance with State laws as it relates to energy conservation for residential developments.
Code Enforcement	Utilize CDBG funds to continue the Code Enforcement program. Address code enforcement violations as necessary.	Ongoing	The City provides a Code Enforcement program to bring substandard housing units into compliance with City building and property maintenance codes.
Acquisition and Rehabilitation	Provide technical and financial (when available) assistance for the development of 20 new affordable housing units and the rehabilitation of 50 units during the 2008-2014 planning period using a combination of federal, state, and local funds.	Ongoing	The City continues to inform multi-family housing developers of available sites and State and Federal programs. No developers have submitted projects. The Community Development Commission as the Housing Authority approved the loan refinancing of the Promenade Apartments that allows the property owner access to funds in order to rehabilitate all 124 affordable units.
Affordable Housing Financing	Maintain a list of mortgage lenders participating in the California Housing Finance Agency (CHFA) program.	Ongoing	A list is being maintained.
Alternative Housing Models	Facilitate the development of alternative housing models (i.e. senior housing) suited to the community housing needs through the provision of flexible zoning regulations.	Ongoing	No developers have expressed interest or submitted projects.
Los Angeles County Partnership	Increase resident awareness about housing programs offered by the County by advertising them at City Hall and online.	Ongoing	The City provides information on resources and programs offered by the County as well as other nonprofit organizations providing housing resources/programs. City staff provides information to residents seeking housing assistance as well as on the City website.
Remove Development Constraints	On an annual basis, review development standards, to ensure that the development of lower income housing can occur. Revise the development code to address all constraints identified in Section 6 of the Housing Element.	Ongoing	The City processed Code Amendment No. 14-05 to address processing standards (including single-family additions and new houses)(effective 5/17/18), Code Amendment No. 17-03 to address accessory dwelling units standards (effective 7/19/18), and Downtown Plan revision to address development and building-type standards (including for multi-family residential) (effective 9/20/18).
Flexible Development Standards	Continue to use flexible development standards to facilitate the development of affordable housing through promotion of maximum development densities in the multi-family zone and the new mixed-use overlay.	Ongoing	No developers have expressed interest or submitted projects.
Density Bonus Ordinance	Promote the City's density bonus ordinance that offers bonuses for the provision of affordable housing, depending on the amount and type provided, consistent with revised Government Code §65915.	Ongoing	The City has standards in the Municipal Code for density bonuses in compliance with state law. No applications submitted in 2018.
Fast-track/Priority Application Processing	The City will assign senior staff to handle the projects, and staff assistance may be provided to prepare the necessary documents in half the typical processing time.	Ongoing	No applications were submitted in 2018.
Second-Unit Ordinance	Amend the Zoning Code to require only ministerial consideration of second-unit applications to encourage the creation of second-units.	Ongoing	The City processed Code Amendment No. 17-03 to address accessory dwelling units standards (effective 7/19/18).
Manufactured Housing Mobile Home Rent Control	Encourage the provision of affordable housing by allowing manufactured housing (including mobile homes) in single family residential zones, subject to the conditions consistent with State law.	Ongoing	No permits issued for manufactured housing. No new mobile home parks proposed in 2018.

Water and Sewer Service Providers	Immediately following the adoption and certification of the Housing Element, Staff will deliver copies to all providers of sewer and water service within the City of West Covina.	Ongoing	Letters mailed following adoption of Housing Element.
Flood Management	Ensure that flood risks are considered when making land use decisions.	Ongoing	The City continues to comprehensively review projects, specially projects located within moderate and minimal risk areas as identified by FEMA.
Fair Housing Program	Continue to assist households through the Housing Rights Center, and continue to refer fair housing complaints to the Housing Rights Center.	Ongoing	The City continues to promote fair housing practices and refer fair housing complaints to the Housing Rights Center. The City provided \$10,000 in CDBG funding to the Housing Rights Center.
Reasonable Accommodation	Create a process to make reasonable accommodation requests for land use and zoning decisions and procedures regulating the location, funding, development and use of housing for people with disabilities.	Ongoing	The City has standards in the Municipal Code for reasonable accommodation. No reasonable accommodation requests were submitted in 2018.
Senior Center Shared Housing Program	Continue to operate the housing match program through the Senior Citizens' Center at Cortez Avenue with the goal of making 10 matches a year.	Ongoing	The City contributes to the funding of a social worker through the YWCA to assist seniors with housing placement.
Homeless Assistance Program	Provide \$200,000 in CDBG funding to care providers and associated facilities through 2014.	Ongoing	The City continues to provide funding to the East San Gabriel Valley Coalition for the Homeless, Cory's Kitchen, Project 29:11, and Action Food Pantry (\$21,225). The City has added programs to address homelessness; partnered with the Los Angeles Homeless Services Authority/Los Angeles department of Health Services to provide transitional housing for homeless individuals and families, and partnerships with food banks and shelters in West Covina.
Foreclosures	Direct residents in need of foreclosure counseling to foreclosure help lines provided by the County of Los Angeles Department of Consumer Affairs and HUD.	Ongoing	The City will continue to provide information to residents seeking counseling regarding foreclosures. Residents with questions are directed to the County and HUD.
Housing for Developmentally Disabled Persons Program	Offer specific regulatory incentives when funding is available, apply for funding at least twice during the planning period.	Ongoing	The City continues to monitor for potential developers and funding programs. No applications have been submitted.
Ensure Adequate Sites to Accommodate the RHNA	Ensure sufficient residential capacity to accommodate the identified regional need for lower-income households.	Ongoing	The City has adopted a Downtown Plan and Code that allows mixed use and mid to high density residential development. Two applications for residential development were approved in 2018. A 7-unit residential development and assisted living facility are currently under review.
Lot Consolidation Program	Encourage lot consolidation of smaller parcels within the Mixed Use Overlay or for Affordable/Senior Housing with density bonus to accommodate projects including a minimum of 16 units at a density of at least 30 dwelling units per acre or higher.	Ongoing	The City continues to inform multi-family housing developers of development opportunities in the Mixed Use Overlay. No developers have submitted projects.
Provide Emergency and Transitional Housing	Ensure that the housing need of all residents is met by providing opportunities for transitional housing, emergency shelters and SRO units to be accommodated within the City.	Ongoing	The Municipal Code allows for the development of emergency shelters and efficiency units. No applications have been received.

(CCR Title 25 §6202)

Note: + Optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	West Covina
Reporting Period	2018 (Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table F Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)									
This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).									
Activity Type	Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only				Units that Count Towards RHNA* Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1*
	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	
Rehabilitation Activity				0					
Preservation of Units At-Risk				0					
Acquisition of Units				0					
Total Units by Income	0	0	0	0					

Jurisdiction	West Covina	(Jan. 1 - Dec. 31)
Reporting Year	2018	

Permitted Units Issued by Affordability Summary		
Income Level	Current Year	
Deed Restricted	0	
Non-Deed Restricted	0	
Deed Restricted	0	
Non-Deed Restricted	0	
Deed Restricted	0	
Non-Deed Restricted	0	
Above Moderate	3	
Total Units 44	3	

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Entitlement Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	63
Total Housing Units Approved:	63
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	#VALUE!
Number of Streamlining Applications Approved	#VALUE!
Total Developments Approved with Streamlining	#VALUE!
Total Units Constructed with Streamlining	#VALUE!

Units Constructed - SB 35 Streamlining Permits		
Income	Rental	Ownership
Very Low	#VALUE!	#VALUE!
Low	#VALUE!	#VALUE!
Moderate	#VALUE!	#VALUE!
Above Moderate	#VALUE!	#VALUE!
Total	#VALUE!	#VALUE!

Cells in grey contain auto-calculation formulas



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

**SUBJECT: APPROVAL OF SECOND AMENDMENT TO MV TRANSPORTATION, INC.
AGREEMENT FOR TRANSIT SERVICES**

RECOMMENDATION:

It is recommended that the City Council approve the Second Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2019 through March 2, 2020 (Attachment No.1).

BACKGROUND:

On December 17, 2013, the City Council approved a five-year agreement along with a provision for two one-year extensions with MV Transportation, Inc. (MV) to provide fixed route and dial-a-ride transit services that began on March 3, 2014. (See Attachment No. 2) The total cost of the agreement was \$4,953,125.

MV has staffed and managed the City of West Covina's Fixed Route Shuttle (Shuttle) and Dial-A-Ride (DAR) services with oversight by the Public Services Department. The Shuttle service consists of three alignments (Red, Blue, and Green) that operate Monday-Friday from 6:30 a.m. to 7:00 p.m. The estimated annual hours of operation for the Shuttle service are 11,650, with over 104,000 annual passengers. The DAR operates Monday-Friday from 8:00 a.m. to 5:30 p.m., and Sunday from 8:00 a.m. to 2:30 p.m. The estimated annual hours of operation for the DAR service are 7,600, with over 23,000 annual passengers.

In August 2017, MV contacted the City to express its concern regarding the impact of the recently enacted minimum wage on the cost of service delivery. At the start of the agreement, the minimum wage was \$8.00 per hour. Effective January 1, 2017, the minimum wage increased to \$10.50 per hour. It increased to \$11 on January 1, 2018, and to \$12 on January 1, 2019, and will continue to increase by an additional \$1 each for the next three years. Related benefits also impacted costs. To address the rising minimum wage issue, MV submitted a proposal to increase the rates of its revenue (operating) hours for the fixed route and dial-a-ride service. The change in rates resulted in a total cumulative increase of \$74,271 for the duration of the proposal, September 1, 2017 through March 2, 2019. On November 7, 2017, the City Council approved the First Amendment to the Transportation Agreement for the Provision of Fixed Route Shuttle Services and Dial-A-Ride Services with MV Transportation, Inc., incorporating the increased rates into the Agreement, effective September 1, 2017.

DISCUSSION:

On February 4, 2019, the City received MV Transit's proposal for the first optional one-year extension of the Agreement. The Agreement term would be extended from March 3, 2019 through March 2, 2020. The hourly rates are proposed to increase from \$59.24 to \$62.51 and \$51.01 to 52.34 for the Fixed Route and Dial-A-Ride, respectively. The proposed rates result in a \$48,204 increase, approximately 4.47%, from the prior year. The Second Amendment (Attachment No. 1) incorporates this proposal.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation;
2. Approve an extension of the contract with no rate increase and direct staff to work with MV Transit to reduce its operating hours to stay within status quo cost;
3. Direct staff to conduct a Request for Proposals (RFP). This is not recommended as the current service is excellent and it would be expected that rates would be much greater than the proposed increase; or
4. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

Additional Approval: Nikole Bresciani, Assistant City Manager/Public Services Director

Fiscal Impact**FISCAL IMPACT:**

The proposed rates result in a total cumulative increase of \$48,204 from March 3, 2019 through March 2, 2020. Transit services are funded from the Public Services Transportation Operating Budget (Proposition C and Measure R). The FY 2018-2019 budget includes appropriated funds sufficient to cover the necessary \$16,068 in costs for the fixed route in Account Nos. 122.51.5142.6120, 122.51.5148.6120, and 224.51.5142.6120 and dial-a-ride services in Account Nos. 122.51.5143.6120 and 224.51.5142.6120. The \$32,136 balance for the remainder of the agreement term will be incorporated into the FY 2019-2020 budget. There is no impact to the General Fund.

Attachments

Attachment No. 1 - Second Amendment to MVT Agreement

Attachment No. 2 - Agreement with MV Transportation

**SECOND AMENDMENT TO
CITY OF WEST COVINA
TRANSPORTATION SERVICES AGREEMENT
WITH
MV Transportation, Inc.**

This Second Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of March 3, 2019. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Amendment is made and entered into with respect to the following facts:

- A. On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and
- B. On November 7, 2017, City and Contractor agreed to the First Amendment to the Agreement which modified hourly service rates of the agreement in light of State-imposed increases to the minimum wage; and
- C. The City and Contractor wish to wish to exercise the first option to extend the Original Agreement for a one-year period, through March 2, 2020;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

SECTION 2. Article 4, Term of the Agreement, is hereby amended as follows:

ARTICLE 4. TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2020, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for one additional one-year term upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

SECTION 3. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) as increased with the First

Amendment to the Agreement, effective September 1, 2017 through March 2, 2019, is amended to reflect new rates effective March 3, 2019 through March 2, 2020, as shown below:

March 2019-2020

Fixed Route	\$728,189 (Hourly Rate of \$62.51)
Dial-A-Ride	\$397,811 (Hourly Rate of \$52.34)
Total	\$1,126,000

SECTION 4. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013, as amended by the First Amendment, shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment to become effective March 3, 2019.

CITY OF WEST COVINA,

Lloyd Johnson, Mayor

Date: _____

“CONTRACTOR”
MV Transportation, Inc.

Meg Lassarat, Chief Financial Officer

Date: _____

ATTEST:

Carrie Gallagher, Assistant City Clerk

APPROVED AS TO FORM:

Scott E. Porter, City Attorney

Date: _____

TRANSPORTATION AGREEMENT FOR THE PROVISION OF FIXED ROUTE SHUTTLE SERVICES AND DIAL-A-RIDE SERVICES FOR THE CITY OF WEST COVINA

THIS AGREEMENT is entered into this 18th day of December 2013, by and between the City of West Covina, hereinafter referred to as the "City", and, MV Transportation, Inc., hereinafter referred to as the "Contractor" or "Operator".

WITNESSETH:

WHEREAS, the City has determined that it requires management, operation and maintenance services for the fixed route shuttle service and dial-a-ride service to provide transportation services to the general population; and

WHEREAS, City has circulated a Request for Proposals for Transit Operations Contract City of West Covina Purchasing Specifications 0413-A, dated April 18, 2013, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Contractor has submitted its proposal entitled Proposal To City of West Covina For Transit Operations Contract Purchasing Spec. 0413-A, dated May 23, 2013, attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, Contractor has submitted its offer of additional and/or alternate terms entitled Best and Final Offer -- Transit Operations Contract RFP Number: 0413-A, dated August 6, 2013, attached hereto as Exhibit "C", and incorporated herein by reference; and

WHEREAS, the Contractor has represented that it has the necessary expertise, personnel and qualifications to provide the requested service; and

WHEREAS, City Council approved the execution of this Agreement at a regularly scheduled City Council Meeting on December 17th, 2013, with an effective date of March 3rd, 2014; and

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 COMPLETE AGREEMENT, PRECEDENCE OF DOCUMENTS

This Agreement and the attached forms and documents referred to herein and incorporated herein by reference, and the Request for Proposal (Exhibit "A"), Proposal (Exhibit "B"), submitted by the Contractor dated May 23, 2013, and Best and Final Offer (Exhibit "C"), submitted by the Contractor dated August 6, 2013 constitute the complete and exclusive Agreement between the City and the Contractor (Contract Documents) and supersede all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this

Agreement shall not affect the validity of other provisions. The City's failure to insist in any instance upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the City's right to such performance by the Contractor. Except as otherwise allowed hereunder, any amendment shall be in writing and signed by both parties.

Any conflict, omission or difference in the Contract Documents shall be subject to the following order of precedence of Contract Documents:

1. This Agreement
2. Best and Final Offer (Exhibit "C")
3. Request for Proposals (Exhibit "A"), hereinafter the "RFP"
4. Proposal (Exhibit "B")

ARTICLE 2 AUTHORIZATION TO ACT

The West Covina City Manager or his/her designee shall have the authority to act for and exercise any of the rights of the City as set forth in this Agreement upon the authorization therefore by the West Covina City Council.

ARTICLE 3 INDEPENDENT CONTRACTOR

The Contractor's relationship to the City in the performance of this Agreement is that of an independent Contractor. The personnel performing services under this Agreement shall be deemed, for all purposes, to be the Contractor's employees and not agents or employees of the City. The Contractor shall pay all wages, salaries and other amounts due its employees for services and goods rendered by said employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to worker's compensation benefits.

ARTICLE 4 TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2019, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for up to two subsequent one-year terms upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

ARTICLE 5
STATEMENT OF SERVICES

A. GENERAL

The Contractor shall provide all management and operational functions necessary for the success of the fixed-route West Covina Shuttle and the demand-response Dial-a-Ride services (hereinafter the "Service" or "Services"). The Contractor shall provide the Services in the manner and to those areas identified on Exhibit "A" attached hereto and incorporated herein by this reference.

In addition to those Services specific to the fixed route or dial-a-ride services, the Contractor shall:

1. Order new vehicles (as described below) to provide the Services within twenty-four (24) hours of full execution of this Agreement. Contractor will warrant that these vehicles will be available for use by March 3, 2014.
2. Contractor shall, at Contractor's expense, cause all new vehicles to have appropriate branding and markings placed thereon to designate the vehicles as part of the City's transit service. City must approve the form and content of the brandings and markings prior to application. In the event that City makes modifications to its branding and required marking that require re-performance of these items, City will reimburse Contractor for actual and reasonable costs.
3. Make good-faith efforts to retain personnel employed by the existing provider of the Services, including extending offers of employment.
4. Conduct town hall meetings on an agreed schedule at reasonable frequency to educate the public, particularly senior citizens and dial-a-ride patrons on the Services.
5. Make good-faith efforts to increase efficiencies in Service, using the existing data as a baseline to work therefrom. City will provide data to Contractor after the execution of this Agreement.
6. Provide City staff with training on Passenger Complaint Tracking Software system utilized by Contractor.
7. Provide one full-time (1) project manager and two (2) full-time road supervisors dedicated to the Services under this Agreement.
8. Guarantee that Genevieve Madrid, Project Manager, and Wayne Poole, Dispatcher, will exclusively service the City's transit operations during the life of this Agreement. Neither of these individuals may be assigned to any other client of Contractor during the Term of this Agreement without the City's prior approval. Any change in the capacity or scope of services provided by Ms. Madrid or Mr. Poole must be approved by the City in writing.

Notwithstanding the foregoing, if the employment of either of these individuals is terminated for any reason, Contractor shall replace said individuals with persons of equal skill and experience to carry on the duties of the departed employee. Said replacement employees shall be subject to City approval prior to, and at anytime thereafter, assignment to the replacement position(s).

9. Provide City staff training on Contractor's complaint tracking software, as well as provide City staff ongoing access to the system to monitor complaints logged therein.

B. FIXED ROUTE SHUTTLE

The fixed route shuttle system will provide residents of West Covina with an improved service for travel within the City for shopping, business, recreational purposes, as well as large employment providers. The fixed route shuttle system's estimated annual revenue hours is 11,650 with over 108,000 passengers served. Locations within the City include: the Citrus Valley Hospital-Queen of the Valley Campus, Eastland Shopping Center, Civic Center, Cortez Park/Senior Center, the Heights Shopping Center, etc.

Specific requirements are as follows:

SHUTTLE

Hours of Service - The fixed route (**Red and Blue Line**) shuttle is approximately 17.0 service miles and will provide one (1) vehicles per line. The service will operate every thirty (30) minutes from 6:30 a.m. until 4:00 p.m. and will continue (1) vehicle per line every hour (60) minutes from 4:00 p.m. until 7:00 p.m. in a bi-directional loop (Red and Blue Line). The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

Hours of Service – The fixed route (**Green Line**) shuttle is approximately 10.0 service miles and will operate two vehicles every thirty (30) minutes during the AM and PM Peak Hours and every 60 minutes during non-peak hours as shown on the attached schedules. The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

1. Collection of Fares - All fare(s) will be charged to each rider and the operator will be responsible for collecting all cash fares. All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.
 - (a) The total fare amount collected by the Contractor shall be listed and deducted from the monthly billing statement to the City.
 - (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification by the City.
2. Fuel -City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate Charged by the operator.
3. Heating/Air Conditioning - Heating and air conditioning shall be maintained in good working order at all time in all vehicles at a level approved by the City.
4. Grab Rails - All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.
5. Safety Features - Every vehicle shall be equipped with a first aid kit, fire extinguishers, QRT wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.
6. Radios/Cellular Phones - All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicle.
7. Cleaning - All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.
8. Telephone - The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, \$50.00 per incident; if it exceeds 15 minutes \$100.00 per incident shall be applied, and

\$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

9. Signs – “NO SMOKING” and “FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS” and “NO EATING, NO DRINKING, NO MUSIC” and the “OPERATORS NAME” and “OPERATORS ID NUMBER” and “BUS NUMBER” and “TELEPHONE NUMBER” to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A “No Smoking” policy shall be enforced. Other signs may be requested by the City.
10. Vehicles – The operator will be required to provide four (4) thirty-two foot (32') Starcraft Allstar F550 buses, or vehicles of equivalent or greater value and quality, for the daily shuttle operation. Additionally, City to provide two (2) City owned alternative fuel buses as spares. In the event that the Contractor does not wish to utilize the City owned buses, they must provide one (1) spare to be available when a regular vehicle is taken out of service. Vehicles are required to be ADA compliant, with a minimum seating capacity of 24 plus two (2) wheelchairs QRT tie-down system and ramp including lift. Seating configuration subject to joint approval of Contractor and the City. Vehicles should have two (2) position bike racks at the vehicle front; front and side roller head signs; passenger stop strips with pull cord functionality; overhead storage; display City logo and be equipped with two-way radios and/or cellular phone. Each vehicle will be equipped with the DriveCam video monitoring system.
11. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.
12. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture.

C. DIAL-A-RIDE SERVICE

Specific requirements are as follows:

1. Provide daily transportation to City residents - The operator will be expected to provide five (5) Starcraft Allstar twenty-five foot (25') buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor

provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat 16 ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system. The dial-a-ride service area encompasses the City of West Covina, and three (3) miles beyond service area for medical appointments only. Persons will be encouraged to call for service a day in advance. All trips must be requested individually which means that no standing orders should be scheduled on service.

The dial-a-ride system's estimated annual revenue hours is 7,600 with over 24,000 passenger trips.

2. Eligible users – Dial-a-ride service is primarily intended to serve the City's elderly and disabled population.
3. Hours of Service – Dial-a-ride service shall be restricted to the following hours:

Monday-Friday:	8:00 a.m. -- 5:30 p.m.
Saturday:	No Service
Sunday:	8:00 a.m.-- 2:30 p.m. (West Covina Only)

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

4. Amount of Service to be Provided - Approximately 24,000 trips will be provided over a one-year period.
5. Collection of Fares - Fare(s) will be charged to each rider, excluding children and escorts, and the operator will be responsible for collecting all cash fares.
 - (a) The total fare amount collected by the Contractor shall be deducted from the monthly billing statement to the City.
 - (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification to Contractor.
6. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate charged by the Operator.
7. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all times in all vehicles at a level approved by the City.
8. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

9. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.
10. Fare Boxes – All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.
11. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicles.
12. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed a minimum of daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.
13. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length. Liquidated damages shall be applied, \$50.00 per incident; if it exceeds 15 minutes \$100.00 per incident shall be applied, and \$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.
14. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and a "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.
15. Vehicles - The operator will be expected to provide five (5) twenty-five foot (25') Starcraft Allstar buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat sixteen (16) ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system.

16. Dispatch System. Contractor shall employ an automated dispatching system at least equal in performance to the Trapeze Windows PASS system. The system shall be capable of supporting subscription services, day-ahead reservations, and real time reservations.
17. Dial-a-ride applications – The Contractor shall establish a regular schedule to pick-up dial-a-ride applications received at the City office at least on a weekly basis and processed within (3) business days.
18. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.
19. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture. The Contractor shall participate in and comply with the DMV Pull Notice Program. The Contractor shall pay for all applicable license fees for drivers, other personnel and vehicles.

D. INSPECTION

1. The City reserves the right to inspect, examine and test, or cause such inspection, examination or testing of any dedicated vehicle and/or its equipment at any time to assure the compliance with all applicable laws and this Agreement. The Contractor shall transport any vehicle providing Services under this Agreement to a City-designated inspection facility at the Contractor's expense upon the City's request. Each vehicle, at minimum, must be inspected annually by the CHP (California Highway Patrol) and/or by any other agency at the frequencies required by State law.

The City may also inspect the vehicles. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City.

2. Upon request by the City or any regulatory agency, the Contractor shall immediately remove from service, and replace or repair any equipment or vehicle, which is deemed inadequate or defective as a result of mechanical failure or non-compliance of the Vehicle Specifications.

E. VEHICLE LEASE

This agreement does not provide for the lease of vehicles by City from Contractor. Contractor shall be solely responsible for procuring by purchase, lease, rental or other means, sufficient vehicles to perform the provisions of this Agreement. City shall provide two (2) City owned alternative fuel buses as back-ups for fixed route services.

F. SERVICE ADJUSTMENTS

The City reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours. In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the parties agree to meet promptly to negotiate a revised unit cost per revenue hour with the Contractor.

G. OFFICES

The Contractor shall provide an office open to the public at least five days per week, four hours per day between the hours of 9 am and 6 pm. This office may be located at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Hall. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, and not the offices described in this section.

H. DOCUMENTS PROVIDED BY THE CONTRACTOR

The Contractor shall provide the City with the following documents throughout the term of this Agreement:

1. Written vehicle inspection check lists in the form set out by the City;
2. Wheelchair lift certificates;
3. Driver and dispatcher training manuals, as requested;
4. Certificates of insurance as required by Article 7;
5. Monthly performance reports as required by the City;
6. Unusual occurrence and all accident and injury reports, which shall be submitted within twenty-four (24) hours of the occurrence, including but not limited to, any "unsatisfactory" rating in a California Highway Patrol inspection program;
7. All data reports/information required by the RFP; and
8. Any additional information as may be required by other government agencies.

I. PERSONNEL

1. Contractor's Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established

by the City. The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the program, for reasonable cause, of any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of program personnel.

Contractor shall include resumes and references of personnel assigned to West Covina program who will play critical roles in the provision of service. A responsible (Program Manager) senior level employee of the Contractor must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary. The Project Manager and Route Supervisor shall not regularly perform the duties as a driver or back up driver at any time during this contract. The Project Manager and Route Supervisor may on occasion help fill in where needed on unexpected emergency events such as illnesses or absences until a cover driver has arrived to assume the duties of the regularly scheduled driver which should not exceed 3 hours. In addition, when such an emergency occurs, the City shall be immediately notified and informed of when the cover driver is expected to arrive and also when he or she has arrived and the Project Manager and Route Supervisor have returned to their regular duties.

2. Vehicle Operators

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. The Contractor shall require all vehicle operators providing services under this Agreement to provide consent for, and submit to, Live Scan fingerprinting. The City will conduct Live Scan fingerprinting at the City of West Covina Police Department, and bear all costs associated with this requirement. The City shall have the authority to deny an operator from providing services under this Agreement based on the results of said Live Scan report(s).

Vehicle operators shall pass a thorough background investigation, which shall verify the operators' qualifications, including proof they possess at least a valid California Class 11 or Class B (with appropriate endorsements) Driver's License and Medical Examination Certificate, and CPR Certification, as well as, any other licenses required by applicable federal, state and local regulations. All vehicle operators must meet the minimum standards listed below:

- a. Not having been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
- b. Not be addicted to the use of alcohol or controlled substances.

- c. Not be subject to outstanding warrants for arrest.
- d. Able to read, write and speak English. Bilingual skills in Spanish or other languages are highly desirable.
- e. Thorough knowledge of the service area street network.
- f. Sensitive to passengers' needs, including assisting passengers, upon their request.
- g. Able to handle complaints and problems as required.

Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the route and the City of West Covina, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act. Contractor shall describe how it will maintain an ongoing employee safety and training program.

Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securing all systems, as well as, other equipment, which they may be expected to use in the dial-a-ride and/or fixed-route services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

While performing their duties on the route, vehicle operators must maintain a clean and neat appearance and must be in a uniform acceptable to the City. Uniform shall include both shirt/blouse and slacks. Operators shall wear nametags with an identification number dedicated to that sole driver, clearly displaying their names while performing their duties. While jackets and hats are not required, they should, if worn, match the uniform, and jackets should display the drivers' name tag and id number.

The Contractor shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired for service and shall join the California DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any. Any voluntary drug testing and/or surveillance efforts on the part of the Contractor shall be described in the proposal and explained to vehicle operators.

The Contractor shall have capable and courteous personnel who are responsible for taking dial-a-ride requests and responding to telephone inquiries regarding transportation services. Bilingual (Spanish) or other languages dispatchers are highly desirable.

3. Maintenance Staff

The Contractor shall supply a sufficient number of properly qualified personnel to maintain and service all Contractor-provided equipment to provide services at the level agreed to herein.

The Contractor shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. The Contractor shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment. The total number of annual training hours required for each mechanic shall be specified in the proposal.

J. GENERAL VEHICLE EQUIPMENT

The Contractor shall provide the appropriate number of vehicles with the available capacity to meet the needs of the City. All vehicles must satisfy ADA requirements. If Contractor wishes to provide different vehicles, they shall describe the proposed fleet in detail, showing how the fleet meets ADA requirements and the service needs of the City.

All vehicles, and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The extent of the proposed preventive maintenance program shall be an important consideration in the selection of the Contractor. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by Contractor and made available to the City.

Preventive maintenance inspections must be performed in accordance with manufacturer recommendations but shall not exceed every three thousand (3,000) miles for an "A" inspection. A "B" inspection shall be performed at every six thousand (6,000) miles and a "C" inspection shall be performed every eighteen thousand (18,000) miles and a "D" inspection at every thirty-six thousand (36,000) miles. The Contractor shall be responsible for correcting all deficiencies found during these inspections.

Preventive maintenance inspections and servicing shall occur not less than every three thousand (3,000) miles. The Contractor shall specify the preventive maintenance program for all vehicles used in this service.

A mechanic/certified driver must inspect each vehicle after it completes its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems, wheelchair lifts and exit doors are in proper operating condition.

Prior to beginning operations, the Contractor will be required to provide painting and current City of West Covina logo and design for each vehicle utilized in the fleet. The City of West Covina will provide the paint color-scheme and logo design for each of the services.

K. VEHICLE FACILITIES

1. The Contractor, with the cooperation of the City, shall provide and maintain appropriate vehicle storage facilities at an appropriate facility(ies) provided by the Contractor. The facility(ies) shall be located within reasonable proximity of the City's yard, specifically at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Yard. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, Contractor may use facility outside of the City limits only if travel time is not included in billable service hours. The Contractor shall indicate what actions will be taken to perform services in those site(s) prior to the start of service.

Contractor will have access to the City Yard at 825 South Sunset Avenue to wash vehicles and fuel vehicles. Contractor shall be responsible for the conduct of all Contractor employees while those employees are present in the City Yard.

2. At all times, the Contractor shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The Contractor shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.
3. Recognizing that the safety of the passengers is paramount, the Contractor's maintenance staff shall **not**:
 - a. Install mismatched tires;
 - b. Perform partial brake relines without determining the cause of abnormal or premature wear;
 - c. Allow tires to wear more than 3/32 tread depth;
 - d. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction;

- e. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections; and
 - f. Allow any reported wear item to go unrepaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.
- 4. The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.
 - 5. The Contractor shall maintain an individual file for each revenue vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.
 - 6. The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time, from the moment a trouble call is received until a substitute vehicle arrives will be established by the City.
 - 7. The Contractor shall obtain and maintain a two-way radio communications system, or cellular phone with adequate and demonstrated cellular reception coverage in the service areas subject to this Agreement, for both the fixed-route and dial-a-ride vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the Contractor's choice. . Operators shall utilize a hands free system while operating vehicle. The radio or cellular communication system must cover the routes of service, storage and maintenance facilities and the dispatch location without dead spots. Each revenue service vehicle, as well as, each administrative vehicle shall have the communication system operational.
 - 9. The Contractor shall ensure that the requirements and procedures for towing buses are followed and the proper towing equipment is used. Towing may be subcontracted; however, it is the Contractor's responsibility to supervise the subcontractor. The Contractor shall notify the City of all accidents, both by telephone (within four hours) and in writing (by the close of the next business day).

L. OPERATIONAL EMERGENCIES

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

1. Hazardous Conditions

Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

2. In-Service Vehicle Failures

The Contractor shall require the vehicle operators to report any in-service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. The Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle. The Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.

3. Wheelchair Lift Failure

The Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. The Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. The Contractor shall report all in-service lift failures to the City no later than the start of the next service day.

4. Passenger Disturbances

The Contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor. The supervisor shall use good judgment in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator and request law enforcement assistance if necessary.

5. Medical Assistance to Passengers

The Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Contractor's supervisor by radio of the situation and location of the vehicle, and the

supervisor shall notify the City of West Covina's Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

6. Accidents

The Contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to City by telephone immediately. Both the operator and supervisor will complete an accident report approved by City with copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

M. SPECIAL SERVICES

Special services, beyond those set forth in Contract Documents, will be provided by Contractor upon request by City's authorized employees as follows:

1. When additional services fall entirely within normal service hours and City directs that normal operating personnel should be used to provide the additional service, such as part of the regular cost defined in Exhibit "B" and are not considered "extra services" City recognizes that an equivalent lower level of service will be provided in normal operations during the period of such additional services.
2. The Contractor from time to time will be required to provide special event-related services. Special event service may vary from year to year and shall be billed at no more than the fixed-route revenue hour rate.

ARTICLE 6 INDEMNITY

The Contractor does hereby indemnify and hold the City and the Los Angeles County Metropolitan Transportation Authority (herein referred to as "LACMTA"), their appointed and elected officials, agents and employees free and harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, negligence, omissions or liabilities including but not limited to attorney's fees (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the activities of the Contractor or its officers, agents, or employees in connection with this Agreement (including use or servicing of vehicles) or arising from the Contractor's acts, negligence or omissions hereunder or its failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith.

1. The Contractor shall defend any action or actions filed in connection with any of the said claims or liabilities and shall pay all reasonable costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. The Contractor shall promptly pay any final judgment rendered against the City and the LACMTA, its officers, agents or employees for any such claims or liabilities arising directly out of or in connection with the activities of the Contractor hereunder; and
3. The Indemnity set forth in this Article 6 shall not apply in the case of claims arising from acts of third parties or the City.

The provisions of Article 7 of this Agreement shall not be deemed to satisfy the indemnity obligations of the Contractor pursuant to this Article 6.

ARTICLE 7 - INSURANCE LIABILITY INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain, and shall require all of its Subcontractors maintain, during the life of this Agreement, insurance as described below. All insurance policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus liens carrier listed in the State of California Department of Insurance "Leslie List". Said carrier(s) shall have a Best's rating of no less than "A-".

The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the City Clerks office of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the City, and a certified copy of each policy, including all endorsements. Without limiting Contractor's liability pursuant to the hold harmless and indemnity provisions of the contract, Contractor shall maintain, at a minimum, the insurance listed below:

A. Worker's Compensation Insurance

1. The Contractor shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per incident. Such insurance shall comply with all applicable state laws.
2. Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy is not acceptable.
3. An endorsement stating the City shall receive at least thirty (30) days notice prior to cancellation or non-renewal of coverage.
4. Policy(s) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents and employees. Contractor and its employees are independent Contractors and not employees of the City. Contractor and/or its insurers are responsible

for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

5. City shall not be responsible for any increases in Workers' Compensation costs incurred by Contractor in any future scenario.
6. The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

B. Liability Insurance

1. Commercial General Liability and Property Damage: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum shall be as follows:
 - Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) \$5,000,000 Combined Single Limit.
2. Commercial Automobile Public Liability and Property Damage: The Contractor shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the completion of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:
 - Bodily Injury (Injury or Accidental Death) and Property Damage (per Occurrence) \$5,000,000 Combined Single Limit.
3. Additional Insured. The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name the City and LACMTA, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Agreement. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the City, (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the Contractor and its Subcontractors shall not be required to provide coverage to the

City for the active negligence of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the Contractor

4. Deductibles and Self-insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Contractor shall declare the deductible chosen and state as part of its Proposal. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, employees, agents, and Contractor's; or the bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City.

C. **Certificates of Insurance**

1. Contractor shall furnish properly executed Certificates of Insurance with original policy endorsements to City prior to commencement of work under this agreement. The certificates and endorsements shall clearly evidence all coverage requirements described herein. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
2. All certificates and endorsements are to be reviewed and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
3. Separate endorsements are required, naming the City and the LACMTA as additional insureds, for liability insurance and providing a waiver of subrogation for Workers' Compensation Insurance.
4. Contractor shall maintain all insurance policies for the life of the Agreement, including all subsequent renewals. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.
5. All insurance required by this Agreement shall be maintained by Contractor in full force and effect for the entire term of this Agreement. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may forthwith terminate this agreement.

6. Original insurance certificates and endorsements are to be delivered to:

Mr. Scott Smilowitz
Community Services Manager
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

ARTICLE 8 LICENSES, FEES, TAXES AND PERMITS

The Contractor shall have the sole obligation to pay whatever license fees, assessments and taxes, including, but not limited to use, sales, property or other taxes on any real or personal property, owned, leased or used by it in providing the Services hereunder, plus any applicable penalties and interest imposed upon the Contractor by any agency as a result of the operation of the Services pursuant to this Agreement. Contractor shall maintain a current business license with the City during the term of this Agreement and any subsequent renewals.

ARTICLE 9 COMPENSATION TO THE CONTRACTOR

The City shall be responsible for and shall pay to the Contractor for the Services the amounts due pursuant to the Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor shall only bill for from first pick-up to last drop-off. No "dead-head" (transportation of an employee who is not operating the vehicle to a location along the path of the vehicle's route, including some deviation, for the employee's or employer's benefit) time shall be billed to City. Individual invoices shall be sent in triplicate to the City within ten (10) days after the end of each month. Billings not received within such time period are subject to a late billing penalty of 2% at the sole discretion of the City.

The City shall pay the Contractor monthly after the service has been provided and within a reasonable time after receipt of the invoice, consistent with the City's normal accounts payable practices and procedures. At City's sole discretion, City may elect to exercise the "progress payments" option offered to City by Contractor as defined by the Proposal. City may, but is not required to, exercise the "progress payments" option immediately upon commencement of Services, and may elect to exercise the option at any time during this Agreement and/or subsequent renewals. Should City elect to use the "progress payments" compensation model, City may cease utilizing the option and re-commence the program at any time after the completion of the preceding billing cycle.

All operating revenues collected by Contractor in connection with the services rendered under this Agreement are the property of City. Operating revenues include all fares, sales of tickets and passes, advertising sales, and rental of equipment. Operating revenues shall be collected and accounted for by Contractor, and shall be deducted from the monthly invoices.

ARTICLE 10
PERFORMANCE STANDARDS, LIQUIDATED DAMAGES AND PENALTIES

A. **Operating Performance Standards**

The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public.

The City will set performance standards for its services. The Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance.

Should deficiencies persist, the City may assess liquidated damages or penalties. Sums owed to the City as liquidated damages or otherwise may be paid directly to the City or at the sole option of the City, deducted from payments otherwise due to the Contractor.

The City Manager, or his/her designee, shall maintain the right to assess liquidated damages or penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the City not to assess liquidated damages or penalties against the Contractor.

Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events or a declared emergency. The Contractor shall not be held responsible for the failure to provide on time service due to weather or traffic conditions and/or naturally occurring disasters.

Notwithstanding the above caveat, the City may impose liquidated damages or penalties on the following basis:

1. Customer service is very important in building ridership and support for this service. Therefore, the fourth (and any additional) justified complaint about each service in any 7-day period shall result in the Contractor paying a penalty \$100 per substantiated complaint.
2. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract (proof of CHP certification is required). If the Contractor receives an *unsatisfactory* rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a

result of unsatisfactory inspection ratings by the CHP, the vehicles shall not operate and a \$500 per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained and the vehicle is again available for service.

3. The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, \$500 per vehicle per day shall be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's conditions, Contractor shall replace the vehicle and will be assessed \$500 per vehicle per day until the vehicle is replaced with one that is acceptable to the City.
4. If any regulatory agency or funding source penalizes the City for late, incomplete or inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City.
5. In the event the Contractor fails to commence service on March 3, 2014, (or a later date with approval of City) or if Contractor fails to provide service for any substantial part of any day, the Contractor shall pay the City liquidated damages of \$1,000 for each service day.

DIAL-A-RIDE PENALTIES:

1. If the wait time of any dial-a-ride trip has been verified to exceed 60 minutes, the liquidated damages shall be \$60.00 per incident plus \$1.00 for every minute thereafter; and \$120.00 for the first 120 minutes for dial-a-ride plus \$1 for every minute thereafter.
2. If the wait time of a pre-scheduled trip has been verified to exceed 30 minutes, the liquidated damages shall be \$50.00 per incident; if it exceeds 45 minutes, the liquidated damages shall be \$75 per incident; and, if it exceeds 60 minutes, the liquidated damages shall be \$100 per incident.
3. If a trip request has been verified to be lost by dispatch, and no vehicle was dispatched, the liquidated damages shall be \$100.00 per incident.

FIXED-ROUTE PENALTIES:

1. If the successful performance rate of the total wheelchair lift boardings falls below 90%, the liquidated damages shall be \$100 per month. The percentage shall be calculated based on monthly actual usage of the lifts by passengers, and regular inspections by City staff;

2. Adherence to Schedule: The following liquidated damages shall be imposed if, within any 30-day period, any of the following incidents occur after the occurrence of two substantiated incidents during the same thirty day period;

- (1) If a trip on the fixed-route system departs in advance of the scheduled departure time at any designated time point, the liquidated damages shall be \$100 for every 10 minute increments; and
- (2) If a trip on the fixed-route system is delayed for more than 10 minutes following the time set forth for departure at any designated time point, the liquidated damages shall be \$100 per 10 minute increments. Exceptions will be granted if the trip had more than two wheelchair boardings or deboardings. If a trip on the fixed-route system is not provided, the liquidated damages shall be \$500 per occurrence.

The Contractor must have sufficient telephone lines to handle the additional calls from West Covina residents. The Contractor shall provide a Customer Service telephone line which shall be a local (non-toll free) call from anywhere within the City of West Covina, to provide route information and take dial-a-ride requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the City and referred to the Contractor who shall respond the next working day with a description of any follow-up action taken or anticipated. The Contractor must have a facsimile machine compatible with the City's. An answering machine may be used to provide information outside of service hours. Voicemail greetings/recorded information must be available also in Spanish.

B. Personnel Performance Standards

Regularly assigned drivers or a trained back-up must be available and on-time to ensure consistent and reliable service.

All personnel are responsible for knowledge of the service system design, the City of West Covina, and route destinations. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger-complaints, as well as, operational and maintenance problems promptly to the Project Manager who shall forward the information to the City.

C. Fare Collection and Accountability

The City will determine the cash fare for the fixed route and dial-a-ride service. The City reserves the right to change the fare or to issue passes, discount coupons or tickets to be used in lieu of cash fares. The Contractor shall ensure that all drivers are aware of and adhere to the fare structure.

All fares collected by the operators must be turned in each day to the Project Manager. This revenue is to be counted, rolled and deposited each day. The Contractor will establish

reconciliation procedures to safeguard any cash, tickets and coupons collected and will ensure that they are accounted for accurately. The Contractor will provide the City with an invoice and the City shall reimburse for actual services provided on a monthly basis. Only the City may decide whether or not to allow advertising on the vehicles. If advertising is allowed, any revenue from advertising on or in the vehicles will belong to the City.

D. Program Operational Records and Responsibilities

Records and reports should be consistent with all (Section 15) NTD reporting requirements, as well as, all other reporting required by MTA. In addition, the City of West Covina may be required to provide statistical information in order to comply with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the City, with appropriate back-up, no later than the, sixth working day of each month, a summary report of operations and activity for each type of transit service, which will include at least:

1. Daily totals of passenger counts, revenue hours, total hours, revenue miles, total miles, farebox revenue, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator.
2. Passenger pick-up and drop-off times, and locations for the dial-a-ride service.
3. Operational problems, accidents, incidents and passenger complaints, and any actions taken regarding these events. All passenger complaints shall be reported by phone to the City immediately upon Contractor's receipt of complaint. Contractor must respond and begin investigation of complaint immediately. City shall be informed as to the time needed for resolution of complaint. Resolution of customer complaint must be submitted to the City immediately upon completion and no later than three business days.
4. Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.
5. If the Contractor does not provide required data, reporting, statistics and monthly billing invoices for any or all services that is demanded by the City and the Los Angeles County Metropolitan Transportation Authority (MTA) and the Authority within five (5) business days, liquidated damages of \$500.00 per day will be paid to the City or deducted from the monthly billing owed to said Contractor.

E. City Access to Records

The City, or any of its duly authorized representatives, employees, personnel or agents, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to any and all original books, documents, papers and records of the Contractor which pertains to this Agreement. Said original books, documents, papers and records must be retained by the Contractor in the Southern California Region for three years following final payment under the contract.

F. Marketing/Public Outreach/Advertising

The City shall be responsible for public relations, as well as, the production of schedules and marketing and other promotional materials, therefore, these costs should not be included in the proposal.

The Contractor must refer all media requests to the City and may not provide any information without prior approval by the City.

The Contractor shall cause drivers and supervisors to cooperate and comply with reasonable requests by the City to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The City may also request the Contractor's personnel to collect data from passengers by handing out survey forms.

The Contractor shall participate in the City's special events such as the City's Earth Day Celebration, Red Ribbon Rally, etc. as requested by the City. These events may require the Contractor to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding the City's transit services.

G. Operating During a Declared Emergency

Upon declaration of any emergency by the City Manager or his/her designated representative, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall make available all program vehicles to the City, report to a designated City parking area immediately and deploy vehicles in a manner described by the Director of Community Services or his designee as part of the City's Emergency Response Plan. The City shall be obligated to compensate the Contractor for services that significantly exceeds the normal expense of operating the service during such period of declared emergency. The Contractor shall be required to document and maintain all emergency-related services as requested by the City and provide these documents to the City at the declared conclusion of the emergency.

H. Price and Satisfaction Guarantee – Contractor Service Warranty

Contractor commits that its price and service model presented in its Best and Final Offer (Exhibit "C") is valid and meets the services needs of the City of West Covina's Transit System (Fixed Route and Dial-A-Ride). Furthermore, Contractor guarantees that its price to provide transit

services to the City of West Covina will not exceed its Best and Final Offer, barring any changes in the scope of work by the City. Contractor's not to exceed prices for the five-year agreement are as follows, with the optional sixth and seventh year contained in the Best and Final Offer.

March 2014-2015

Fixed Route	\$623,983 (Hourly Rate of \$53.56)
Dial-A-Ride	\$347,063 (Hourly Rate of \$45.67)
Total	\$971,047

March 2015-2016

Fixed Route	\$623,776 (Hourly Rate of \$53.54)
Dial-A-Ride	\$346,662 (Hourly Rate of \$45.61)
Total	\$970,437

March 2016-2017

Fixed Route	\$635,177 (Hourly Rate of \$54.52)
Dial-A-Ride	\$352,883 (Hourly Rate of \$46.43)
Total	\$988,059

March 2017-2018

Fixed Route	\$645,220 (Hourly Rate of \$55.38)
Dial-A-Ride	\$358,331 (Hourly Rate of \$47.15)
Total	\$1,003,551

March 2018-2019

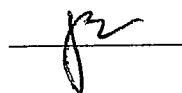
Fixed Route	\$655,908 (Hourly Rate of \$56.30)
Dial-A-Ride	\$364,123 (Hourly Rate of \$47.91)
Total	\$1,020,031

In addition, Contractor shall provide the following unconditional satisfaction warranty to the City:

In the event the City is dissatisfied with Contractor's service for any reason during the term of the Agreement, the City may terminate the Agreement. In the event the Agreement is so terminated, Contractor will refund to the City any and all profits made by Contractor resulting from this Agreement, during the final 12 months during the period prior to the termination.

Furthermore, Contractor commits that its price is valid, and barring any changes in the scope of work, the company commits that its price will not change from its submitted cost proposal for the period of this agreement and any extensions to this agreement.

Contractor Initials:



ARTICLE 11
TERMINATION OR SUSPENSION

- A. The City shall have the right to (i) forthwith terminate this Agreement, (ii) withhold payment to the Contractor, (iii) provide substitute service at the Contractor's expense, or (iv) exercise any and all other remedies legally available to it in the event of:
1. The bankruptcy of the Contractor or assignment by it for the benefit of its creditors.
 2. The failure or refusal of the Contractor to perform the Services in a satisfactory manner after five (5) working days written notice by the City to the Contractor.
 3. The failure or refusal of the Contractor to comply with applicable federal, state and local government laws, codes, regulations or ordinances.
 4. The failure to receive a "Satisfactory" rating within thirty (30) days of receipt of an "Unsatisfactory" rating of any vehicle used in connection with the Services.
 5. The failure to notify the City of an "Unsatisfactory" rating of any vehicle used in connection with the Services.
 6. This contract may be terminated for convenience by the City without cause, in whole or in part, by giving the Contractor thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. Should the contract be terminated for convenience, the Contractor shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the Contractor shall not be paid any anticipated profit or fees for services not provided.
 7. The abandonment or discontinuance by the Contractor of the Services without the prior written consent of the City.
 8. The continued violation on the part of the Contractor's agents or employees of traffic laws, ordinances, and regulations.
 9. The failure to maintain the whole, or any portion, of the Contractor's vehicles and other equipment or facilities as required by this Agreement.
 10. The failure of the Contractor to maintain the insurance coverage required herein by Article 7.
 11. Contractor violates any other material obligations contained hereunder.
- B. If cancellation is due to any of the reasons specified in subsection (A) of Article 11 of this Agreement, the City may offset damages incurred by it in accordance with Article 10.

- C. In the event the City terminates this Agreement as provided in subsection (A) Article 11, the Contractor shall be entitled to receive payment for the pro rata share of the monthly Services provided as of the time of cancellation of the Contract, subject to any offset, as provided in Article 10.
- D. Subject to the foregoing, including any remedy preferable to City provided in subsection (A) Article 11, during the initial term and subsequent renewals, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.
- E. Notwithstanding the foregoing, during the initial term and any subsequent renewal terms, pursuant to the Contractor's Satisfaction Guarantee (see Article 10, Sec. H.), City may terminate this Agreement at any time if City is dissatisfied with the Services by providing written notice to Contractor.
- F. If for any reason the Services continue after the end of the last renewal term provided for in this Agreement, the parties will continue to operate under the terms of this Agreement, except that the term for Services will be a month-to-month, and may be terminated by either party with fifteen (15) days prior written notice to the other party.
- E. In the event this Agreement is terminated by the City, all data prepared in providing the Services shall be made available immediately to the City at the Contractor's sole expense.
- F. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of Services under this Agreement

ARTICLE 12 ASSIGNMENT AND SUBCONTRACTING

This Agreement is made in reliance on the qualifications and responsibilities of the Contractor and, therefore, the Contractor shall not assign, transfer or subcontract all or any part of its obligations or benefits under this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. The Contractor acknowledges that the following non-exhaustive list of requirements prior to authorizing an assignment, transfer or subcontracting of all or any part of this Agreement by the Contractor shall not be deemed unreasonable: 1) requirement of financial compensation from Contractor to City for the administrative and associated costs of processing said assignment, transfer, or subcontract, in an amount not to exceed 3 months of billed services under this Agreement; 2) cooperation with and facilitation of all communications, meetings and document transfers, between City and proposed assignee, transferee, or subcontractor necessary for City, at City's sole discretion, to determine the desirability of said assignee, transferee, or subcontractor; and 3) ninety (90) days advance written notice of the intention to assign, transfer, or subcontract all or any part of the Services or this Agreement, commencing upon the extension of an offer by Contractor of said assignment, transfer, or subcontracting to a third party, or entertainment of an offer from a potential assignee, transferee, or subcontractor by Contractor, whichever shall first occur.

The parties acknowledge and agree that this Agreement is not intended to be an exclusive agreement for transit services for the City. The Contractor acknowledges that the City may award or enter into additional agreements with third parties, including competitors of the Contractor for transit services during the term of this Agreement.

ARTICLE 13 CHOICE OF LAWS

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 14 ASSISTANCE FROM CONTRACTOR

The Contractor shall participate with the City in the design and implementation of any changes in the Services. The Contractor shall provide suggestions respecting scheduling and routing to the City from time to time for the purpose of improving the overall Services.

The Contractor shall provide advice to the City in the marketing and promotion of the Service and shall, at the request of the City, participate in marketing activities for the Service without additional compensation.

ARTICLE 15 NOTICES

All notices pursuant to this Agreement shall be in writing and shall be effective upon (i) personal delivery to the person to be notified or (ii) three (3) business days after the postmarked date placed by the United States Postal Service or other carrier, including any lawful successor, postage prepaid addressed as follows:

City: West Covina: Community Services Director
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor: Joe Escobedo, Sr. Vice President
MV Transportation, Inc.
5910 N. Central Expy, Ste. 1145
Dallas, TX 75206
With copy to: Office of the General Counsel

City's General Counsel

West Covina City Attorney
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor's
General Counsel:

Patricia McArdle
Associate General Counsel
5910 N. Central Expy., Suite 1145
Dallas, TX 75206

ARTICLE 16 SAFETY PROGRAM

The Contractor shall provide regular and continuous formal safety instructions and training to all employees providing Services under this Agreement. Personnel assigned to the Services shall be required to attend safety meetings scheduled at a minimum of four (4) times per year. Certifications of attendance at these meetings shall be sent to the City not later than thirty (30) days after each safety meeting. Copies of training manuals and materials shall be sent to the City, for review purposes, describing the content and scope of the safety program. Certification of Completion of Training shall be sent to the City for all employees no later than ten (10) working days after training has been completed.

ARTICLE 17 PROPOSITION "A" & "C" AND MEASURE "R" FUNDING

The funding source for the Service is the City's Proposition "A" & "C" and Measure "R" funds. In the event these funds become unavailable in the amount anticipated, the City shall have the right to reduce or terminate this Agreement upon thirty (30) days written notice to the Contractor. The Contractor shall be entitled to compensation for all Services provided up to the date of termination.

ARTICLE 18 FORCE MAJEURE

The parties to this Agreement agree that neither shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond their control. Such events include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, flood or other natural disasters, riots, strikes, war, civil disorder, or unavailability of fuel. A party wishing to have its obligation hereunder suspended or excused for Force Majeure shall notify the other party of the existence of Force Majeure by telephone or by fax as soon as reasonably possible after the occurrence of the cause or event constituting Force Majeure.

ARTICLE 19

[INTENTIONALLY LEFT BLANK]

ARTICLE 20 ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, including an action for declaratory relief, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled in law or equity.

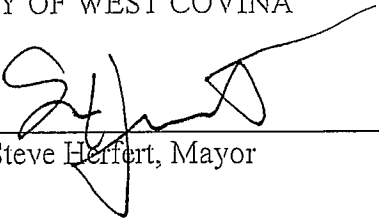
ARTICLE 21 SEVERABILITY

If any term, condition or covenant of this Agreement, or the application hereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, other than those paragraphs held invalid or unenforceable, shall be unaffected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

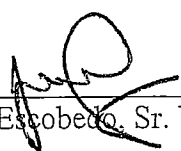
Date: 12/17/13

CITY OF WEST COVINA

By 
Steve Herfert, Mayor


Date: 12/18/13

MV Transportation, Inc.

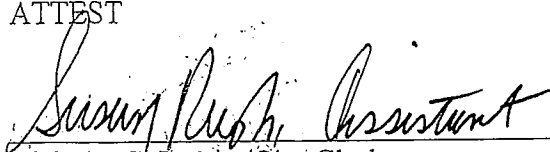
By 
Joe Escobedo, Sr. Vice President

Date: 12/19/13

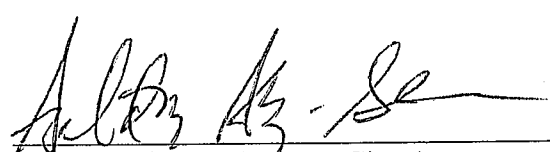
MV Transportation, Inc.

By 
W.C. Pihl, Executive Vice President

ATTEST


Nickolas St. Lewis, City Clerk

APPROVED AS TO FORM


Arnold Alvarez-Glasman, City Attorney



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: February 19, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: AUTHORIZATION TO DRAFT THE FISCAL YEAR (FY) 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN

RECOMMENDATION:

It is recommended that the City Council direct staff to develop a draft FY 2019-2020 CDBG Action Plan, based on the needs and priorities identified in the 2015-2020 Consolidated Plan, as amended (Table 1 of this report).

BACKGROUND:

The City receives an annual grant of CDBG funds from the U.S. Department of Housing and Urban Development (HUD). CDBG is a federal program with an overall objective of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons.

The City of West Covina has utilized these funds for the Domestic Violence Victim Advocate (Police Department), Senior Meals program, the Home Preservation Program, the Business Assistance Program, Public Infrastructure Projects, and to fund various public service providers (i.e., food banks, homeless advocates, meals on wheels, etc.).

As a condition of receiving the funds, HUD requires the City to prepare an annual Action Plan, which details the activities the City plans to undertake with the funds in the respective year. This Action plan is to be consistent with the five-year CDBG Consolidated Plan, which is a strategic and visioning document on the use of these funds. The City Council adopted its most recent 5-year CDBG Consolidated Plan on May 5, 2015, which is valid through 2020. As a basis for the Consolidated Plan, an assessment and prioritization of community needs, relative to the use of CDBG funds, was required. The categories of community need identified in the current Consolidated Plan are: (1) Infrastructure Improvements, (2) Public Facilities, (3) Homeless/HIV/AIDS (4) Public Services, (5) Non-Homeless Special Needs (6) Economic Development, (7) Owner Occupied Housing, and (8) Rental Housing. Attachment No. 1 describes each category in detail.

To facilitate prioritization and to evaluate the categories, HUD utilizes four levels of priority: High, Medium, Low, and No Such Need. A High Priority means that activities in that category *will* be funded by CDBG funds. A Medium Priority means activities in that category *may* be funded by CDBG funds. A Low Priority means CDBG funds *will not* be used to fund activities in a particular category.

During the development of the FY 2015-2020 CDBG Consolidated Plan, the City conducted public hearings and a

community meeting to receive public input from the residents in regard to prioritizing the required categories. Based on the limited CDBG funding and decrease in funding in prior years, the City Council established the FY 2015-2020 Consolidated Plan Priorities on March 17, 2015. Prioritization was subsequently amended on July 7, 2015, April 5, 2016, and March 20, 2018. Table 1 shows the current prioritization of needs at this point in the cycle.

Table 1
FY 2015-2020 Consolidated Plan Priorities

Categories of Need	Priority Level
Economic Development	High
Infrastructure Improvements	High
Owner-Occupied Housing	High
Public Facilities	High
Homeless/HIV/AIDS	High
Non-Homeless Special Needs	Medium
Public Services	Medium
Rental Housing	Low

The categories shown as ‘Medium’ and ‘Low’ do not indicate that these are not priorities of the City of West Covina, but with limited CDBG funds, the City Council determined these as the priorities for CDBG funding. For example, while Rental Housing may be of high importance in the City, CDBG funds are not anticipated to fund any associated activity.

DISCUSSION:

This is the first of two public hearings required by HUD for the adoption of the FY 2019-2020 Action Plan. The purpose of this hearing is to provide an opportunity for citizen input relative to the identification and prioritization of community needs that may be addressed with CDBG funds in FY 2019-2020. Because this hearing occurs prior to the publication of the draft Action Plan, it is referred to as the Pre-Development Hearing. Staff is seeking authorization to draft the FY 2019-2020 Action Plan, based on the priorities established in the five-year Consolidated Plan for FY 2015-2020.

According to 24 CFR 91.15(a)(1), each jurisdiction must submit its Plan to HUD at least 45 days before the start of its program year. Because the City’s program year begins on July 1, Plans have been typically due by May 15. As of the writing of this report, staff has not been advised that the recent government shutdown has impacted this deadline.

Staff can begin drafting the Action Plan and continue with the process of evaluating public service providers and possible capital projects. Once allocations are announced, the draft FY 2019-2020 CDBG Action Plan will be finalized and made available for a HUD-required 30-day public review. Following the review, the draft will be presented to City Council for consideration in a public hearing.

This public hearing is also the opportunity for the City Council to consider changing the prioritization of community needs for FY 2019-2020 Action Plan. However, due to the limited amount of CDBG resources available, City staff does not recommend doing so at this time. The City Council still retains the ability to fund all priorities as part of the City’s annual budget process.

The City Council has the ability to modify/change priorities of the Categories of Need.

OPTIONS:

The City Council has the following options:

1. Direct staff to develop a draft FY 2019-2020 CDBG Action Plan, based on the needs and priorities previously identified in the 2015-2020 Consolidated Plan, as amended (Table 1 of this report); or
2. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

Additional Approval: Nikole Bresciani, Assistant City Manager/Public Services Director

Fiscal Impact**FISCAL IMPACT:**

There is no fiscal impact resulting from this report.

Attachments

Attachment No. 1 - Descriptions of Categories of Need in Table 1

**Descriptions of Categories of Need in Table 1,
City of West Covina FY 2015-2020 Consolidated Plan Priorities**

This attachment describes the Categories of Need shown in Table 1 of the staff report.

1. Economic Development: Activities to address these needs will be funded by the Community & Economic Development (CED) non-housing funds. CED activities and the new Business Assistance Program will address this category of need.
2. Infrastructure Improvements: Improvements such as street rehabilitation and replacement of curbs and gutters will be funded during the Consolidated Plan cycle. (For example, projects may include street improvements.)
3. Owner-Occupied Housing: Owner housing needs will be addressed by the Housing Preservation Program (HPP).
4. Public Facilities: Public facilities may be funded during the Consolidated Plan cycle – 2015 to 2020. (For example, projects may include: accessibility improvement or parks and recreation facilities and youth centers.)
5. Homeless/HIV/AIDS: The allocation of CDBG funds to public services can address a portion of these needs.
6. Non-Homeless Special Needs: The allocation of CDBG funds to public services can address a portion of the non-homeless needs. (Non-homeless special needs populations include: the elderly, disabled, homebound, and mentally ill).
7. Public Services: A high priority was assigned to public services because CDBG funds can help to address the needs of the elderly, frail elderly, youth and other low/moderate income populations. These needs can be addressed by the 15% allocation of CDBG funds to public services. (For example, public services may include: youth services, transportation services, and crime awareness.)
8. Rental Housing: Rental housing needs are addressed by the Section 8 rental assistance program and the affordable housing developments funded by the CED Low and Moderate Income Housing Fund.