



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**OCTOBER 17, 2023, 7:00 PM
REGULAR MEETING**

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

**Mayor Rosario Diaz
Mayor Pro Tem Brian Tabatabai
Councilman Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos**

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 OCTOBER 17, 2023, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Rabbi Ralph Resnick from Temple Ami Shalom

PLEDGE OF ALLEGIANCE

Led by Councilman Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Update by the San Gabriel Valley Council of Governments

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.

CITY MANAGER'S REPORT

City Manager's report on current City projects.

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) **CONSIDERATION OF APPROVAL OF THE OCTOBER 3, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE OCTOBER 3, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Consideration of Approval of the October 3, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the October 3, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

- 2) **REQUEST FOR CONSIDERATION FROM MAYOR DIAZ ADOPTING RESOLUTION 2023-81 DENOUNCING ANTISEMITISM AND ALL FORMS OF HATRED**

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

RESOLUTION NO. 2023-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DENOUNCING ANTISEMITISM AND ALL FORMS OF HATRED

COMMUNITY DEVELOPMENT

3) FIRST ONE-YEAR EXTENSION OF TIME FOR PRECISE PLAN NO. 20-08 AND TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET (DELIVERY STATION)

It is recommended that the City Council approve the first one-year extension of time for Precise Plan No. 20-08 and Tentative Parcel Map No. 83444.

**4) CONSIDERATION OF FINAL TRACT MAP NO. 83576
LOCATION: 1912 WEST MERCED AVENUE
SUBDIVIDER: RC HOMES, INC.**

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

RESOLUTION NO. 2023-80 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 83576 LOCATED AT 1912 W. MERCED AVENUE

5) CONSIDERATION OF ACCEPTANCE OF WORK ON AZUSA AVENUE SEWER LIFT STATION UPGRADES PROJECT – PROJECT NO. U-17022

It is recommended that the City Council take the following actions:

1. Accept the work performed by Pyramid Building & Engineering, Inc. for the Azusa Avenue Sewer Lift Station Upgrades Project (Project No. U-17022), with a final contract amount of \$3,692,129.16; and
2. Authorize the release of retention funds once appropriate.

FINANCE DEPARTMENT

6) CONSIDERATION OF THE FOURTH QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2022-23

It is recommended that the City Council take the following actions:

1. Receive and file the Fourth Quarter Financial Report for Fiscal Year 2022-23; and
2. Adopt the following resolution:

RESOLUTION NO. 2023-79 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (FOURTH QUARTER FINANCIAL REPORT)

POLICE DEPARTMENT

7) CONSIDERATION OF 2023-24 OFFICE OF TRAFFIC SAFETY (OTS) GRANT

It is recommended that the City Council take the following actions:

1. Accept the 2023-24 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) reimbursable grant (#PT24218), and authorize the Acting City Manager and staff designees to execute all grant related documents, in such form as approved by

the City Attorney; and

2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2023-78 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (2023-2024 OFFICE OF TRAFFIC SAFETY GRANT)

PUBLIC SERVICES

8) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE

It is recommended that the City Council authorize the Acting City Manager to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD), in substantially the form as attached and in such final form as approved by the City Attorney.

9) CONSIDERATION OF THE WEST COVINA COMMUNITY SERVICES FOUNDATION FISCAL YEAR 2022-2023 ANNUAL REPORT

It is recommended that the Board of Directors of the West Covina Community Services Foundation receive and file this report.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

PUBLIC SERVICES

10) REQUEST FOR REVIEW OF SPORTS COUNCIL BYLAWS AND FACILITY ALLOCATION PROCEDURES FROM COUNCILMAN TONY WU

It is recommended that the City Council discuss and provide direction.

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

November 7, 2023

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: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE OCTOBER 3, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE OCTOBER 3, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

RECOMMENDATION:

Consideration of Approval of the October 3, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the October 3, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick; Assistant City Clerk

Attachments

Attachment No. 1 - 10/3/2023 Closed Session Minutes Draft

Attachment No. 2 - 10/3/2023 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**OCTOBER 3, 2023, 6:00 PM
REGULAR MEETING - CLOSED SESSION**

**MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Rosario Diaz
Mayor Pro Tem Brian Tabatabai
Councilman Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos**

MINUTES

CALL TO ORDER

A Regular Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, October 3rd, 2023, at 6:02 p.m., in the Management Resource Center Conference Room Chambers, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Council Members

Present: Council Members Tony Wu, Ollie Cantos, Letty Lopez Viado, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Council Members

Absent: None

City Staff: Paulina Morales, Acting City Manager, Thomas Duarte, City Attorney,

Roxanne Lerma, Assistant City Manager, Stephanie Sikkema, Finance Director and Interim Human Resources and Risk Management Director, Tony Cortina, Acting Police Chief, Officer Sam Ling, West Covina Police Department, Officer Joseph Mello, West Covina Police Department, Gary Kranker, with Jones & Meyer.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code § 54956.9(d)(4)
Number of Cases: One (1)

The following three cases were added to the agenda pursuant to Government Code § 54954.2(b)

- ***ACTION: Motion by Councilwoman Lopez-Viado, Second by Mayor Diaz 5-0 to:*** add one anticipate litigation case.

2. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code § 54957.6
City Negotiators: Morales, Duarte
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
- General Employees
- Mid-Management Employees
- W.C. Police Management Association

Unrepresented Employee Group

- Department Heads

ADJOURNMENT

A motion to adjourn the Closed Session Meeting was made by Mayor Diaz and the meeting was adjourned at 6:50 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday October 17, 2023, at 6:00 p.m. in the Management Resource Center, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Rosario Diaz
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**OCTOBER 3, 2023, 7:00 PM
REGULAR MEETING**

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

**Mayor Rosario Diaz
Mayor Pro Tem Brian Tabatabai
Councilman Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos**

MINUTES

**CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY**

CALL TO ORDER

A Regular Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, October 3rd 2023, at 7:09 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California

INVOCATION

Led by Pastor Kelly Dupee from Faith Community Church

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Tabatabai

ROLL CALL

Present: Council Members Tony Wu, Letty Lopez-Viado, Cantos, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz

REPORTING OUT FROM CLOSED SESSION

With regard to anticipated litigation, on a vote of 4-1 Tabatabai voting no, Council directed staff to join the lawsuit entitled City of Whittier v. Superior Court regarding bail schedules.

PRESENTATIONS

- Proclamation Recognizing Fire Prevention Week
- Proclamation Recognizing Nation Breast Cancer Awareness Day
- Proclamation Recognizing National Community Planning Month

ORAL COMMUNICATIONS - Five (5) minutes per speaker

John Shewmaker
Armando Herman
John Carson
Bob Ryan
Jerri Potras
Irma Parrilla Tabatabai
Douglas Fore
R. Robinson
Armando Sanchez
David Schwartz
Wen Wen Zhang
Jorge Ortega
Mr. G

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

ACTION: Motion by Councilman Wu, Second by Councilwoman Lopez-Viado 5-0
to: Approve Consent Calendar Items 1-3

APPROVAL OF MEETING MINUTES

- 1) **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 19, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 19, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Carried 5-0 to: Approve of the September 19, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the September 19, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF PROPOSED APPOINTMENT OF CODE ENFORCEMENT DIRECTOR

Carried 5-0 to: Ratify the appointment of Milan Mrakich to the position of Code Enforcement Director effective July 22, 2023.

3) CONSIDERATION OF COMMISSIONER APPOINTMENTS TO THE HUMAN RESOURCES COMMISSION AND THE COMMUNITY AND SENIOR SERVICES COMMISSION

Carried 5-0 to: Receive and file this informational report.

DEPARTMENTAL REGULAR MATTERS

4) BUS SHELTER IMPROVEMENT CONSIDERATION

ACTION: Motion by Councilman Wu, Second by Councilman Cantos 5-0 to: request the City initiate discussion with Foothill Transit regarding bus shelters, including prioritizing the safety and locations that are in the highest need, analyze our funding source along with any funding that Foothill Transit could contribute and begin design to update the bus shelters within the City.

CITY CLERK'S OFFICE

5) CONSIDERATION OF APPOINTMENTS TO THE AUDIT COMMITTEE

ACTION: Motion by Councilman Wu, Second by Mayor Diaz 5-0 to:

- Reappoint David Lin to the Audit Committee to serve a two-year term.

ACTION: Motion by Mayor Diaz, Second by Councilman Wu 2-3 (Abstain: Cantos, No: Lopez-Viado, Tabatabai, No) to:

- Appoint David Paredes to the Audit Committee to serve a two-year term.

CITY MANAGER'S OFFICE

6) **CONSIDERATION OF REORGANIZATION CITY DEPARTMENTS**

ACTION: Motion by Councilman Cantos, Second by Councilman Wu Diaz 5-0 to: approve staff's proposed reorganization of departments and add a place holder to oversee the SportsPlex.

MAYOR/COUNCILMEMBERS REPORTS

- Mayor Diaz reported that she attended the League of California Conference participating in various workshops.
- Councilman Cantos also reported that he also attended the League of California Conference and participated in various workshops.

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES, OR INVESTIGATION

None

CITY COUNCIL COMMENTS

- Councilman Wu stated that the Touch a Truck, State of the City, and the Moon Festival events were very successful thanked staff and CAAWC.
- Mayor Diaz congratulated Pastor Samuel Martinez on becoming a grandfather, wished Rhea Zelaya a happy birthday, and thanked staff for the State of the City.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Diaz, and the meeting was adjourned at 9:59 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, October 17, 2023, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

**SUBJECT: REQUEST FOR CONSIDERATION FROM MAYOR DIAZ ADOPTING RESOLUTION
2023-81 DENOUNCING ANTISEMITISM AND ALL FORMS OF HATRED**

RECOMMENDATION:

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

**RESOLUTION NO. 2023-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST
COVINA, CALIFORNIA, DENOUNCING ANTISEMITISM AND ALL FORMS OF HATRED**

BACKGROUND:

The Los Angeles County Commission on Human Relations' 2021 Hate Crime Report showed religiously motivated crimes increased 29% from the prior year, with 74% of such crimes targeting the Jewish community. The California Attorney General's 2021 "Hate Crime in California" Report shows that hate crimes reported in California increased 32.6% over the prior year and remain at their highest level since 2001 according to the California Department of Justice, with anti-Jewish bias events increasing 32.2% from 115 to 152 incidents from 2020 to 2021.

In the past several years, violent crimes, threats of violence, and targeting of religious, racial, and ethnic minorities have increased across the United States. The City of West Covina affirms that hatred and bias in any form are not acceptable in our community, and remains committed to our vision of welcoming and serving the people of West Covina in order to create a community that offers a high quality of life.

DISCUSSION:

Per the City Council Standing Rules, Mayor Diaz requested staff to return to the City Council with a resolution denouncing antisemitism and all forms of hate.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Attachment No. 1 - Resolution No. 2023-81

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

RESOLUTION NO. 2023-81

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WEST COVINA, CALIFORNIA, DENOUNCING
ANTISEMITISM AND ALL FORMS OF HATRED**

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, the City of West Covina is committed to inclusion and advancement of diversity and equity for people of all races, ethnicities, national origins, religions, ages, genders, and backgrounds; and

WHEREAS, the City of West Covina takes great pride in diversity and respect for all people, recognizing our diversity as a key strength for the City and our character; and

WHEREAS, the City of West Covina supports national, state, and local government efforts directed at eradicating antisemitism and all forms of hatred, and supports expanded education programs in order to counter intolerance and discrimination; and

WHEREAS, the City of West Covina condemns antisemitism in all its forms, including hatred and prejudice directed toward Jewish community members; stereotypes or conspiracy theories about Jews; Holocaust denial or distortion; and extremist indoctrination or recruitment related to any form of antisemitism; and

WHEREAS, the City of West Covina affirms that hatred and bias in any form are not acceptable in our community, and remains committed to our vision of welcoming and serving the people of West Covina in order to create a community that offers a high quality of life; and

WHEREAS, in the past several years, violent crimes, threats of violence, and targeting of religious, racial, and ethnic minorities have increased across the United States; and

WHEREAS, the Los Angeles County Commission on Human Relations' 2021 Hate Crime Report showed religiously motivated crimes increased 29% from the prior year, with 74% of such crimes targeting the Jewish community; and

WHEREAS, the California Attorney General's 2021 "Hate Crime in California" Report shows that hate crimes reported in California increased 32.6% over the prior year and remain at their highest level since 2001, with anti-Jewish bias events increasing 32.2% from 115 to 152 incidents from 2020 to 2021; and

WHEREAS, in November 2022, FBI Director Christopher Wray stated, “63% of religious hate crimes are motivated by antisemitism—targeting a group that makes up just 2.4% of our population”; and

WHEREAS, the City of West Covina, on behalf of its citizens and as supporters and allies of our Jewish community, condemns antisemitism and strongly stands against hate, bias, or violence based on identity and remains committed to promoting an atmosphere of acceptance, tolerance, and respect in the community.

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

SECTION 1. The City of West Covina condemns all forms of hate, racism, and violence perpetrated, tolerated, or encouraged by any group or individual.

SECTION 2. The City of West Covina supports our Jewish community members and condemns racism, intolerance, hate, and violent attacks against them.

SECTION 3. The City of West Covina calls upon all West Covina residents to speak out against acts of hate, bullying, discrimination, and violence.

SECTION 4. The City of West Covina recognizes the International Holocaust Remembrance Alliance’s (IHRA) working definition of antisemitism as “a certain perception of Jews, which may be expressed as hatred towards Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.”

SECTION 5. The City of West Covina will continue to work alongside the American Jewish Committee, the Anti-Defamation League, the United States Conference of Mayors, and the Jewish Federation of the Greater San Gabriel and Pomona Valleys to combat and denounce antisemitism.

SECTION 6. The City of West Covina is committed to protecting all residents and families no matter their ethnicity, national origin, race, faith, sexual orientation, or gender, and is committed to inclusion and advancing equity and justice for all people, as every person in West Covina deserves to be treated fairly, with dignity, and to have their humanity, existence, history, and contributions valued.

SECTION 7. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 17th day of October, 2023.

Rosario Diaz
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-81 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of October, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: FIRST ONE-YEAR EXTENSION OF TIME FOR PRECISE PLAN NO. 20-08 AND TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET (DELIVERY STATION)

RECOMMENDATION:

It is recommended that the City Council approve the first one-year extension of time for Precise Plan No. 20-08 and Tentative Parcel Map No. 83444.

BACKGROUND:

At its meeting of October 19, 2021, the City Council approved Precise Plan No. 20-08, Tree Removal Permit No. 21-12, and Tentative Parcel Map No. 83444, along with General Plan Amendment No. 20-03 (changed the land-use designation from Civic: Public Institution to Industrial), Zone Change No. 20-04 (changed the zoning from SP-11: Faith Community Church to Manufacturing M-1), Development Agreement No. 21-01, and the certification of the project Mitigated Negative Declaration of Environmental Impact, which allowed for the remodeling and revitalization of an existing 177,440 square-foot building and change of use from a church to a delivery station. The City Council adopted/approved ordinances and resolutions are included in the staff report as Attachment No. 1.

The applicant is requesting the first one (1)-year extension for Precise Plan No. 20-08 and Tentative Parcel Map No. 83444.

DISCUSSION:

The General Plan Amendment, Zone Change, and Development Agreement are in effect and do not expire unless revised through a separate resolution and ordinance. The approved Precise Plan and Tentative Parcel Map are valid for a two-year time period from the approval date and are due to expire on October 19, 2023, unless an extension of time is granted.

On September 11, 2023, Dean Navarro, representing the owner, submitted a letter (Attachment No. 2) requesting an extension of time for the approved entitlements due to leasing challenges for the property. The tenant that the property owner initially partnered with for the entitlement opted not to move forward with the project. The property owner is currently in the market to find a new tenant.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

OPTIONS:

The City Council has the following options:

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

Prepared by: Jo-Anne Burns, Planning Manager

Fiscal Impact**FISCAL IMPACT:**

Under the approved Development Agreement, the Property Owner agrees to pay a total of \$5,600,000 as the total Development Fee during the term of the agreement:

- A one-time lump sum Development Fee in the amount of \$2,000,000 to the City at issuance of the Final Certificate of Occupancy, which is to be used to provide Community Benefits.
- Twelve annual payments of \$100,000 to the City, starting with issuance of the Final Certificate of Occupancy, which are to be used to provide Community Benefits.
- Twelve annual payments of \$200,000 to the City to supplement the General Fund starting with issuance of the Final Certificate of Occupancy.

The table below outlines these payments over the twelve years.

Trigger	Community Benefits	General Fund	Total
Final Certificate of Occupancy	\$2,100,000	\$200,000	\$2,300,000
Year 2	\$100,000	\$200,000	\$300,000
Year 3	\$100,000	\$200,000	\$300,000
Year 4	\$100,000	\$200,000	\$300,000
Year 5	\$100,000	\$200,000	\$300,000
Year 6	\$100,000	\$200,000	\$300,000
Year 7	\$100,000	\$200,000	\$300,000
Year 8	\$100,000	\$200,000	\$300,000
Year 9	\$100,000	\$200,000	\$300,000
Year 10	\$100,000	\$200,000	\$300,000
Year 11	\$100,000	\$200,000	\$300,000
Year 12	\$100,000	\$200,000	\$300,000
Total	\$3,200,000	\$2,400,000	\$5,600,000

Attachments

Attachment No. 1 - Adopted Ordinances and Resolutions for Project

Attachment No. 2 - Extension of Time Request Letter

CITY COUNCIL GOALS & OBJECTIVES: Expand Economic Development Opportunities
Enhance City Image and Effectiveness

ORDINANCE NO. 2489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-04 TO CHANGE THE ZONING DESIGNATION AT 1211 E. BADILLO STREET TO MANUFACTURING (M-1)

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

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

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

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

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

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

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

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the zone change application; and

WHEREAS, studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

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

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

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

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

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

SECTION 3. The City Clerk shall certify passage of this ordinance and shall cause the same to be published as required by law.


SECTION 4. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED on this 2nd day of November, 2021.



Letty Lopez Viado
Mayor

APPROVED AS TO FORM



Thomas P. Duarte
City Attorney

ATTEST



Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2489 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None



Lisa Sherrick
Assistant City Clerk

EXHIBIT A

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



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

ORDINANCE NO. 2490

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on October 19, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Development Agreement No. 21-01; and

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

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

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

SECTION 2. The Development Agreement is attached as Exhibit "A."

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

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

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

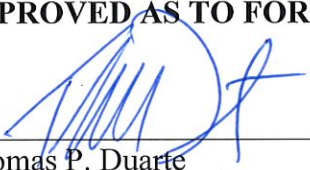
SECTION 5. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law. The City Clerk shall record a copy of the Agreement.

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

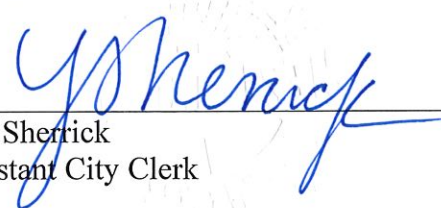
PASSED, APPROVED AND ADOPTED this 2nd day of November, 2021.


Letty Lopez-Viado
Mayor

APPROVED AS TO FORM


Thomas P. Duarte
City Attorney

ATTEST


Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2490 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None


Lisa Sherrick
Assistant City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

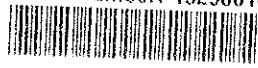
**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL
TO:**

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

22158647



Batch Number: 13290016



SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

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

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

RECITALS

1. On October 19, 2021, the City Council of the City of West Covina ("Council") adopted Resolution No. 2021-106 approving General Plan Amendment No. 20-03, Ordinance No. 2489 approving Zone Change No. 20-04, Resolution No. 104 approving Precise Plan No. 20-08 and Tree Removal Permit 21-12, Resolution No. 2021-105 approving Tentative Parcel Map No. 21-01 (83444), and Resolution No. 2021-103 approving a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program pursuant to the California Environmental Quality Act (CEQA), collectively the Entitlements for the Amazon Delivery Station DAX9 Project. Resolution No's 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489 and all attachments and exhibits thereto are hereby incorporated by this reference. For purposes of this Agreement, the proposed development as approved and defined by Resolution No's 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489 is referred to herein as the "Project," and Resolution No's 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489 are referred to as the "Project Approvals."
2. California Government Code Section 65864, *et seq.* (the "Development Agreement Statute") authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.
3. City and Property Owner mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.
4. On November 2, 2021, the City adopted its Ordinance No. 2490 (the "Ordinance"), thereby approving this Development Agreement among the City and Property Owner, which is effective as of December 3, 2021. All of the requirements of the California Environmental Quality Act have been met with respect to the Project, Project Approvals, and this Agreement, and this Agreement is consistent with the City's General Plan.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

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

“City” means the City of West Covina.

“Community Benefits” means benefits previously provided by the prior owner of the Property (the Church) such as low-income assistance, youth programs, educational programs, food assistance and other similar benefits.

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

“Entitlements” means General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-08, Tree Removal Permit No. 21-12, and Tentative Parcel Map No. 21-01.

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

“Ordinance” means Ordinance No. 2490, which approved this Agreement.

“Project” means the proposed development of the Subject Property and the Amazon Delivery Station DAX9 Project as defined in the Recitals to this Agreement by reference to Resolution No’s 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489.

“Project Approvals” means Resolution No’s 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489, which are also referenced in the Recitals to this Agreement.

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

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

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

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

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

Section 4. Binding Effect of Agreement. Property Owner hereby subjects the Project and the Subject Property to the covenants, reservations, and restrictions as set forth in this Agreement. The City and the Property Owner hereby declare their specific intent that the covenants, reservations

and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each Property Owner's successors and assigns in title or interest to the Subject Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Subject Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations and

restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

The City and Property Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Subject Property by Property Owner and the future occupants of the Subject Property, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted.

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

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

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

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

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

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

B. The type, density, intensity, configuration of uses allowed, size, height, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping, irrigation, sidewalk, and drive approaches, together with other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and this Agreement.

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

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

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

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

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

A. Development Fee. The Subject Property will be concurrently re-zoned to permit the Project's proposed use, and City and Property Owner agree that due to the fact that the prior use of the Project site has provided certain Community Benefits that will no longer be provided by the Project, Property Owner shall contribute to the City a Development Fee, a portion of which will be used to provide Community Benefit to compensate the City for the loss of certain Community Benefits. The Project is located at 1211 East Badillo Street (current address) and involves the repurposing of a former 177,440 square foot building. Property Owner agrees to pay a total of \$5,600,000 as the total Development Fee during the term of the agreement. The Development Fee

shall be paid in the following manner:

i. Property Owner shall pay a one-time lump sum Development Fee in the amount of \$2,000,000 to the City at issuance of the Final Certificate of Occupancy, which is to be used to provide Community Benefits.

ii. Property Owner shall pay twelve (12) annual payments of \$100,000 to the City, starting with issuance of the Final Certificate of Occupancy, which are to be used to provide Community Benefits.

iii. Property Owner shall pay twelve (12) annual payments of \$200,000 to the City to supplement the General Fund starting with issuance of the Final Certificate of Occupancy.

iv. Should Amazon continue to be the tenant at the expiration of the initial twelve year lease, Property Owner and City Manager shall negotiate in good faith additional annual Community Benefit and General Fund payments for the number of years of the Amazon lease renewal or extension.

B. Operational Conditions Imposed.

- i. Per the Traffic Impact Study conducted by NV5 and the Initial Study/Mitigated Negative Declaration document, the facility shall not generate more than 914 trips per day (602 passenger vehicles, 284 delivery vans, and 28 tractor-trailer trucks). The facility operator shall retain the services of a Traffic Engineering firm on the City's list of service providers to conduct an annual 72-hour (consecutive) driveway count recording all trucks, vans, and passenger vehicles going into and out of the four driveways serving the site (three on San Bernardino Road and four on Badillo Avenue). The driveway count occurrence shall take place during the calendar year of every year the development agreement is in full effect. The Driveway Count report shall be submitted directly to the City by the Traffic Engineering firm. If the operations exceed the number of allowable trips per day, City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.
- ii. The operator shall maintain a complaint hotline on a 24/7 status and shall post a publicly visible sign with the 24/7 hotline telephone number, email address, and contact person's name where complaints about the operation of the facility can be received. The operator shall maintain a written log of all complaints and actions taken in connection with the complaints and to inform complainants of the actions taken. The operator shall provide to the City within ten (10) days of receiving a written request for such information from the City a report of complaints received within the prior 6 months and actions taken in response.
- iii. Should any product delivery truck or van's California OSHA required back-up warning alarm disrupt the peaceful quality of life for adjoining residents to the property, beyond the thresholds set forth in the MND, the business operator shall diligently pursue operational changes or vehicle alarm

modification to reduce and/or eliminate any disturbing noise heard by adjoining residents.

- iv. The operator shall ensure that the left turn pocket on San Bernardino Road shall not have more than one tractor-trailer truck waiting to turn on to the property in any given time. Should the left turn pocket/lane have more than one truck in queue that traffic is backed-up and becomes a problem, the operator shall diligently work with the City of Covina and West Covina to resolve the issue. The operator shall be responsible for reimbursing the impacted cities for the cost of enforcement (staff time including police officers and/or code enforcement officers). If traffic becomes an on-going issue/problem due to trucks crowding the left turn lane, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.
- v. The public and/or customers shall not be allowed to pick up packages on the site at any time.
- vi. The operator shall ensure that all individual consultants, contractors, and/or self-employed drivers maintain a City business license.
- vii. The operator shall, in good faith, purchase supplies and services from City of West Covina based businesses and request all consultants and contractors to patronize City of West Covina businesses in performing their tasks, including the purchase of fuel and maintenance for delivery vans.
- viii. The Project shall install a sound barrier in the form of an 8-foot high masonry wall along the entire length of the Project's eastern property line or keep the existing wall with increased landscaping and screening.
- ix. The Project shall comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, if such standards are more restrictive than the proposed lighting.
- x. Any light pole replaced along the property line with Lark Ellen Village shall be no taller than existing light poles along the property line with the Lark Ellen Village and shall contain shields to ensure lighting is directed away from Lark Ellen Village.
- xi. The operator shall post signs prohibiting smoking and playing music in cars or vans with the windows open or otherwise outside within fifty (50) feet of the eastern property line and shall make reasonable efforts to enforce the prohibitions.
- xii. No speakers or megaphones shall be used on the exterior of the Property in excess of the on-site operational noise thresholds outlined in the MND (see Section 3.3 of Appendix F of the MND), except in the case of emergencies.
- xiii. The operator shall offer all employees working at the Project the option of setting aside up to \$270/month of their before-tax pay to be used to subsidize alternative transportation expenses. The operator shall also offer preferential

parking for car /vanpools close to the building entrance with the number of available spaces varying by demand. The operator shall provide kiosks/bulletin boards where transit and ridesharing options are posted. The operator shall provide a ride-matching platform such as Waze and assign an employee transportation coordinator to encourage the use of alternative transportation options.

- xiv. The operator shall not allow van activity in the eastern parking lot, as shown in Exhibit A, daily during the hours of 11pm - 6am and shall make all reasonable efforts to minimize all vehicle activity in the eastern parking lot during that same time period.
- xv. The Property Owner will coordinate with Tenant to hold a job fair and develop other local hiring programs to provide opportunities for local citizens to apply for jobs at the facility.

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

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

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

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

At least ten (10) days prior to the commencement of any annual review, the City shall deliver to Developer a copy of any public staff reports and other documents to be used or relied upon in

conducting the review. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance by written and oral testimony at the public hearing to be held before the City Council.

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

Section 15. Indemnification and Legal Challenge.

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

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

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

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

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

Section 16. Amendments. This Agreement may be amended or canceled, in whole or in part, only

by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

Section 17. Enforcement. In the event of a default under the provisions of this Agreement by a Property Owner, City shall give written notice to the Property Owner (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within sixty (60) days after such notice is served on the Property Owner, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within said sixty (60) days (provided that acts to cure the breach or default must be commenced within said sixty (60) days and must thereafter be diligently pursued by Property Owner), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of the Property Owner growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by the Property Owner of any provision of this Agreement, or apply for such other relief as may be appropriate.

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

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

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

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

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

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

A. For any breach of this Agreement;

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

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

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

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

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

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

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

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

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

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

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

A. Cure the breach or default within thirty (30) days after service of said notice, where

the default can be cured by the payment of money;

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

C. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

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

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

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

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

To Property Owner:

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

To City:

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

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

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

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

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

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

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

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

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

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

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

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

Section 34. Headings. Headings used in this Agreement are for reference purposes only and shall

not be deemed a part of this Agreement.

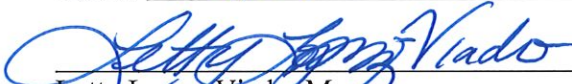
Section 35. No Third Party Rights. No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

Section 36. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Property Owner. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Project Approvals are appropriate with respect to the implementation of this Agreement and the Project Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such changes, adjustments or clarifications, the Parties may effectuate such actions, changes, adjustments or clarifications through an operating memorandum ("Operating Memorandum") approved by the parties in writing which references this Section. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless it is required by Section 16 above. The City Manager shall be authorized, after consultation with and approval of Property Owner, to determine whether a requested adjustment, clarification or implementing action (i) may be effectuated pursuant to this Section 33 and is consistent with the intent and purpose of this Agreement and the Project Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Section 16 above. The authority to enter into such Operating Memorandum is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memorandum hereunder without further City Council action.

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

CITY OF WEST COVINA,
a Municipal Corporation

Dated: 3/22/22



Letty Lopez-Viado, Mayor

ATTEST:


Lisa Sherrick
Asst. City Clerk

Approved as to form:


Thomas P. Duarte
City Attorney

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

By:  _____

Name: Wilbur H. Smith II

Title: Principal

Dated: 2/10/22 _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

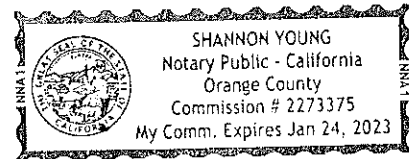
County of Orange

On February 10, 2022 before me, Shannon Young - Notary Public
(insert name and title of the officer)

personally appeared Wilbur H. Smith III,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shannon Young (Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On March 22, 2022 before me, Lisa Sherrick, Notary Public,
(Here insert name and title of the officer)

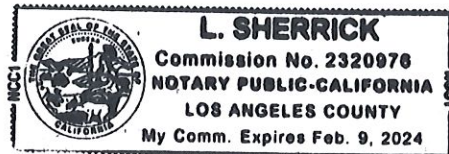
personally appeared Letty Lopez-Viado,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Sherrick
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

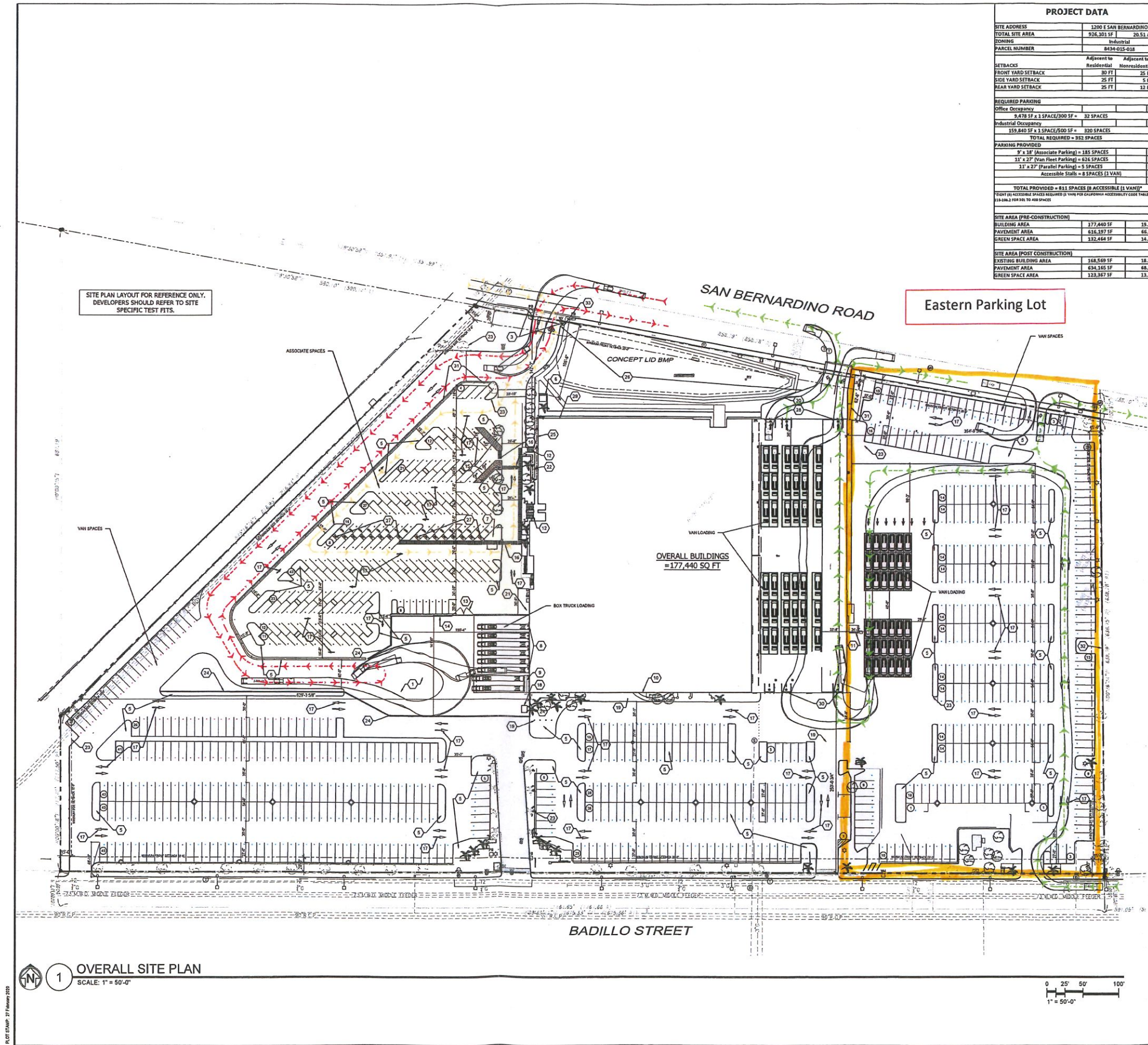
(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



PROJECT DATA	
SITE ADDRESS	1200 E SAN BERNARDINO
TOTAL SITE AREA	935,301 SF / 20.51 AC
ZONING	Industrial
PARCEL NUMBER	8434-015-018
SETBACKS	Adjacent to Residential Nonresidential
FRONT YARD SETBACK	30 FT 25 FT
SIDE YARD SETBACK	25 FT 5 FT
REAR YARD SETBACK	25 FT 12 FT
REQUIRED PARKING	
Office Occupancy	9,478 SF x 1 SPACE/300 SF = 32 SPACES
Industrial Occupancy	159,840 SF x 1 SPACE/500 SF = 320 SPACES
TOTAL REQUIRED	352 SPACES
PARKING PROVIDED	
9' x 18' (Associate Parking)	185 SPACES
11' x 27' (Van Fleet Parking)	626 SPACES
11' x 27' (Parallel Parking)	5 SPACES
Accessible Stalls	8 SPACES (2 VAN)
TOTAL PROVIDED	811 SPACES (8 ACCESSIBLE (1 VAN))
SITE AREA (PRE-CONSTRUCTION)	
Building Area	177,440 SF 19.2%
Pavement Area	616,197 SF 65.5%
Green Space Area	332,464 SF 34.3%
SITE AREA (POST CONSTRUCTION)	
Existing Building Area	168,569 SF 18.2%
Pavement Area	634,165 SF 68.5%
Green Space Area	233,367 SF 23.3%

SCOPE OF WORK

EXISTING CONCRETE TILT-UP SINGLE STORY WAREHOUSE BUILDING (S-1 OCC.) WITH SUPPORTING INTERIOR OFFICE AREA (B OCC.) AND BREAK ROOM (A-1 OCC.)

WORK TO INCLUDE DEMO OF TILT WALL FOR PROPOSED DOCK DOOR OPENINGS, DEMO OF EXISTING NON-LOAD BEARING WALLS, PLUMBING, ELECTRICAL, DEMO OF EXISTING MEZZANINE, DEMO OF EXISTING STRENGTH FOR NEW ROLL UP DRIVE-IN DRIVE OUT DOORS, WORK TO INCLUDE STRUCTURAL, ELECTRICAL, MECHANICAL, PLUMBING AND SITE WORK.

EXTERIOR WORK INCLUDES BUT NOT LIMIT TO: RESTRICTION OF EXISTING SITE, NEW DIRECTIONAL STRIPING AND RECONFIGURATION OF PARKING LAYOUTS, NEW SMOKE SHELTER AT NORTH / EAST CORNER OF BUILDING, NEW RIDE SHARE SHELTER AND STANDARD SITE DIRECTIONAL AND OPERATIONAL SIGNAGE, BUILDING MOUNTED SIGNAGE (PERMIT BY SIGNAGE VENDOR).

RELOCATION OF ON-SITE FIRE HYDRANTS, (2) NEW SITE SCREENING WALLS AT TRUCK COURT, NEW PREFABRICATED PLATFORM COORDINATION AT TRUCK COURT, NEW SITE FENCING, GATES, NEW CURB WORK, REGRADING AT NORTH VAN EXIT AND REGRADING ASSOCIATED WITH DRAINAGE LOW SPOTS.

ELECTRICAL COORDINATION ON SITE FOR EV LOCATIONS, SIGNAGE, ROOF DRAIN SIZES AND LAYOUTS INCLUDING NEW CANOPIES, CLOSE OFF ONE EXISTING DRIVEWAY AND RECONSTRUCT SIDEWALK/CURB ON SAN BERNARDINO ROAD, CONSTRUCTION NEW LID STORMWATER TREATMENT BMP ON NORTH SIDE OF BUILDING, DEMOLITION OF ALL EXISTING LIGHT POLES, FIXTURES, POLE BASES AND BUILDING MOUNTED LIGHTING AND INSTALLATION OF NEW LIGHT POLE LED FIXTURES, LIGHT POLE BASES AND BUILDING MOUNTED LIGHT FIXTURES TO MEET CITY LIGHTING REQUIREMENTS AND ILLUMINATION STANDARDS, REUSE OF THE EXISTING SERVICE TRANSFORMER AND EXISTING SERVICE ENTRANCE SWITCHGEAR THAT ARE LOCATED ON THE EXTERIOR OF THE BUILDING.

THE LANDSCAPE DESIGN WILL BRING THE SITE INTO CLOSER CONFORMANCE WITH THE STATE'S WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) WHILE MEETING THE GOALS OF THE CITY OF WEST COVINA. RENOVATION OF THE SITE WILL INCLUDE THE REMOVAL OF HIGH-WATER USE TREES AND SHRUBS IN AREAS OF NEWWORK, THE NEW LANDSCAPE PLANT PALETTE SHALL INCLUDE A MIX OF ROUGH-TOLENTANT SHRUBS, GRASSES AND GROUND COVERS AS WELL AS A VARIETY OF SHADE TREES TO BE USED THROUGHOUT THE PARKING AREA AND PERIMETER THAT ARE APPROPRIATE FOR THE CLIMATE ZONE IN THE CITY.

THE NEW IRRIGATION WILL ADHERE TO THE REQUIREMENTS FOUND IN WELO AND THE CITY'S LANDSCAPE AND IRRIGATION GUIDELINES FOR COMMERCIAL AND INDUSTRIAL PROPERTIES IRRIGATED WITH LOW VOLUME DRIP TUBING OR EMITTERS FOR SHRUBS AND GROUND COVERS AND DEEP ROOT WATERING DEVICES (BUBBLERS) FOR TREES.

THE FACILITY WILL RECEIVE PACKAGES VIA LINE HAUL TRUCKS. THE PACKAGES WILL ENTER THE FACILITY THROUGH THE LOADING DOCK POSITIONS. THE PACKAGES ARE SORTED FROM THE CONVEYOR AREA AND THEN STORED ON MOBILE "BAKERS RACKS" AND ROLLED TO THE LOADING AREA FOR VAN LOADING IN THE INTERIOR OF THE SHELL AND EXIT THE LOCATION FOR DELIVERY.

PARKING BREAKDOWN	
PARKING	PROPOSED ON-SITE
ASSOCIATE SPACES (9'x18')	185
VAN SPACES (11'x27')	626
TOTAL PARKING	811
UTR / VAN LOADING	36
VAN STAGING	36
TRAILER / BOX TRUCK LOADING	8

- KEY NOTES**
- PROPOSED LOADING DOCK AREA
 - EXISTING CONCRETE SIDEWALK
 - NEW ACCESSIBLE CURB RAMP
 - PROPOSED ILLUMINATED MONUMENT/PYLON SIGN, SEE ELEVATION 2/A0.11
 - PROPOSED LANDSCAPE ISLAND
 - PROPOSED PREFABRICATED ALUMINUM SPOKERS SHELTER WITH 7' WALL HEIGHT, SEE 4/A0.11
 - PROPOSED RIDE-SHARE ALUMINUM SHELTER WITH 7' WALL HEIGHT, SEE 3/A0.11
 - PROPOSED LOADING DOCK DOOR OPENINGS
 - PROPOSED EXTERIOR METALLIC PREFABRICATED PLATFORM
 - EXISTING BUILDING
 - EXISTING ELECTRICAL TRANSFORMER TO REMAIN
 - EXISTING STAIRS TO REMAIN
 - PROPOSED METALLIC CHAIN LINK SWING DOORS APPROXIMATELY 7' HEIGHT
 - PROPOSED LANDSCAPE BUFFER BETWEEN LOADING DOCK AND ASSOCIATE PARKING LOT
 - PROPOSED ACCESSIBLE PARKING STALL CONFIGURATION PER LOCAL CODE
 - PROPOSED STRIPED PEDESTRIAN ACCESS
 - PROPOSED PAINTED TRAFFIC MARKINGS
 - PROPOSED TRASH ENCLOSURE WITH A MIN. 5'-0" CHU SCREEN WALL AND SOLID ROOF COVER
 - EXISTING BOLLARDS SPACED 6'-0" O.C. ALONG FRONT OF BUILDING
 - PROPOSED VAN EXIT CURB
 - PROPOSED BIKE RACKS
 - EXISTING RAMP WITH HANDRAILS
 - EXISTING LANDSCAPING AS REQUIRED BY CODE
 - PROPOSED CHU SCREENING WALL IN LOADING DOCK AREA, 12' HEIGHT
 - PROPOSED ASSOCIATES ENTRANCE
 - EXISTING STORMWATER MANAGEMENT AS REQUIRED BY CODE
 - PROPOSED EV CHARGER AND BOLLARDS AS REQUIRED PER CODE AND JURISDICTION
 - PROPOSED NEW VAN DOOR EXITS
 - PROPOSED HUB ENTRANCE
 - PROPOSED NEW VAN DOOR ENTRANCES
 - PROPOSED 8' HIGH PERIMETER METALLIC CHAIN LINK FENCE
 - EXISTING CHU WALL SEPARATION BETWEEN SITE AND RESIDENTIAL AREA
 - LEFT EXIT TURN ONLY FOR ASSOCIATES

GENERAL NOTES	
1. ASSUME 6" EXTRUDED CURB, U.L.O.	
LEGEND	
8 PARKING COUNT	
ACCESSIBLE PATH OF TRAVEL	
CIRCULATION LEGEND	
ASSOCIATE TRAFFIC FLOW DIRECTION	
DSP / FLEX TRAFFIC FLOW DIRECTION	
TRUCK TRAFFIC FLOW DIRECTION	
PROJECT STATUS	
JOB NUMBER	20-5517-01
DRAWN BY	SP
CHECKED BY	AD
SHEET TITLE	PROJECT DATA & SITE PLAN
SHEET NUMBER	A0.10



1200 E. SAN BERNARDINO ROAD,
WEST COVINA, CA 91790

PLANNING PACKAGE
WEST COVINA PARCEL DELIVERY STATION

RESOLUTION NO. 2021-103

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council, upon giving the required notice, did on October 19, 2021, conduct a duly advertised public hearing to consider the subject application, at which time the City Council adopted a resolution certifying the Mitigated Negative Declaration; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Based on the initial study, the revisions and conditions incorporated into the Project, and information received during the public review process, the City Council of the City of West Covina finds that there is no substantial evidence that the Project, as revised and conditioned, may have a significant effect on the environment.

SECTION 2. The mitigated negative declaration reflects the independent judgment of the City Council.

SECTION 3. All feasible mitigation measures identified in the City of West Covina General Plan Environmental Impact Reports which are applicable to this Project have been adopted and undertaken by the City of West Covina and all other public agencies with authority to mitigate the project impacts or will be undertaken as required by this project.

SECTION 4. After receiving and considering all determinations, studies, documents, and recommendations, as well as other appropriate public comments, the City Council certifies the Mitigated Negative Declaration of Environmental Impact, subject to compliance with the mitigation measures that are recommended in the Mitigated Negative Declaration of Environmental Impact as set forth in Exhibit A.

SECTION 5. The Mitigation Monitoring Program prepared in connection with the Project is hereby recommended for approval for the Project.

SECTION 6. The documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in the office of the West Covina

Community Development Director, 1444 West Garvey Avenue South, West Covina, CA 91790. The custodian of these documents and other materials is the West Covina Community Development Director.

SECTION 7. Upon approval of the Project by the City Council, the environmental coordinator shall file a Notice of Determination with the County Clerk of Los Angeles County and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

SECTION 8. Non-compliance with the aforementioned mitigation measures as determined by the monitoring department/agency, and any measures taken to correct said non-compliance, shall be immediately reported to the Planning Department on the City of West Covina Monitoring Checklist Form.

SECTION 9. The applicant agrees to implement the aforementioned mitigation measures and monitoring or reporting requirements.

SECTION 10. Failure to comply with any aforementioned mitigation measures and/or monitoring or reporting requirements will result in a written notice of violation from the City to the applicant at which time the City may order that all or a portion of pre-construction, construction, post-construction activity or project implementation must cease until compliance is reached.

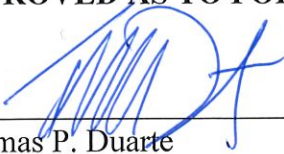
SECTION 11. The California Environmental Quality Act (CEQA) and State and local guidelines, rules, regulations, and procedures adopted pursuant thereto permits the City of West Covina to impose any fees or charges associated with implementing the above monitoring program upon the applicant.

SECTION 12. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED this 19th day of October, 2021.



Letty Lopez-Viado
Mayor

APPROVED AS TO FORM



Thomas P. Duarte
City Attorney


ATTEST



Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-103 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None



Lisa Sherrick
Assistant City Clerk

EXHIBIT A

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

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

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

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

September 16, 2021

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Mitigation Monitoring and Reporting Program.....	1
1. Introduction	1
2. Mitigation Monitoring Procedures.....	1
3. Mitigation Monitoring and Reporting Program	1
4. Project Location.....	2
5. Project Description Summary	2

Acronym List

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

A

AES	Aesthetics
AQ	Air Quality

B

BIO	Biological Resources
BMP	Best Management Practice

C

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

D

DIF	Development Impact Fee
DTSC	Department of Toxic Substances Control

E

ENE	Energy
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G

GEO	Geology and Soils
-----	-------------------

H

HAZ	Hazards and Hazardous Materials
HYD	Hydrology and Water Quality

I

I	Interstate
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L

LACSD	Los Angeles County Sanitation District
LID	Low-Impact Development

M

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

N

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

P

PRD	Permit Registration Document
PS	Public Services

R

ROW	Right-of-Way
-----	--------------

S

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

T

TCR	Tribal Cultural Resources
TRA	Transportation

U

UTL	Utilities and Service Systems
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MITIGATION MONITORING AND REPORTING PROGRAM

1. INTRODUCTION

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

2. MITIGATION MONITORING PROCEDURES

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

3. MITIGATION MONITORING AND REPORTING PROGRAM

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

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

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

4. PROJECT LOCATION

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

5. PROJECT DESCRIPTION SUMMARY

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

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

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

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

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

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

5.1 Construction Program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 2021-104

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

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

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

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

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

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

WHEREAS, the Planning Commission upon giving the required notice did on September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing as prescribed by law to consider said application and recommended that the City Council approve the Precise Plan and Tree Removal Permit; and

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the precise plan and tree removal permit applications; and

WHEREAS, studies and investigations made by the City Council and on its behalf reveal the following facts:

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

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

SECTION 1. On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

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

The City's General Plan Land Use Element designates the subject property for Civic: Public Institution. The proposed land use designation is Industrial. The development of an Amazon Delivery Station will provide job opportunities for residents and increase

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

The project is consistent with the following General Plan policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, Precise Plan No. 20-08 and Tree Removal Permit No. 21-12 are approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed, or,

at the developer's choice, shall be secured by bank or cash deposit or surety bond, satisfactory to the Planning Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued.

SECTION 3. The precise plan shall not be effective for any purpose until the applicant (or a duly authorized representative) has filed at the office of the Planning Director, his/her/its affidavit stating he/she/it is aware of, and accepts, all conditions of this precise plan as set forth below. Additionally, no permits shall be issued until the applicant (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

SECTION 4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

SECTION 5. The City Council approves the precise plan subject to the following conditions:

PLANNING DIVISION

- a. The project shall comply with plans reviewed by the City Council on October 19, 2021
- b. These conditions of approval shall be printed on or attached to the working drawings submitted to the Building Division for approval.
- c. The project shall comply with all applicable standards of the West Covina Municipal Code.
- d. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.
- e. The approved use shall be in compliance with the Noise Ordinance (Chapter 15).
- f. This approval shall become null and void if the building permit is not obtained within two (2) years of the date of this approval.
- g. The applicant shall sign an affidavit accepting all conditions of this approval.
- h. That any proposed change to the approved plans be reviewed by the Planning Division, Engineering Division, Building Division, and Fire and Police Departments and that the written authorization of the Community Development Director shall be obtained prior to implementation.
- i. Graffiti-resistant coatings shall be used on all walls, fences, sign structures or similar structures to assist in deterring graffiti.

- j. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.
- k. All outstanding fees will be due at the time of building permit issuance.
- l. This approval does not include approval of signs; a separate sign permit shall be obtained. All signs shall be required to comply with the City of West Covina Sign Code.
- m. All approved materials and colors shall be clearly indicated on the plans.
- n. All new ground-mounted, wall-mounted and/or roof-mounted equipment shall be screened from all views, in a manner that is architecturally compatible with the main building. Plans and elevations indicating the type of equipment and method of concealment shall be submitted to the Community Development Director for review and approval prior to the issuance of building permits.
- o. The location of new electrical transformers, vaults, antennas, mechanical and all other equipment not indicated on the approved plans must be approved by the Community Development Director prior to the issuance of building permit. Provide construction details prior to issuance of a building permit.
- p. An outdoor lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the Planning Division and the City Engineer.
- q. All parking areas shall comply with requirements of the Parking Lot Design and Lighting standards.
- r. The paved areas at the site shall be maintained clean and free of oil stains. All paved areas shall be pressure washed as needed to maintain the site in a clean and orderly manner.
- s. That prior to final building permit approval, a detailed landscape and irrigation plan in compliance with AB 1881 and executive order 13-29-15 shall be submitted for all planted areas to be affected by project. Plans shall include type, size and quantity of landscape materials and irrigation equipment. All vegetation areas shall be automatically irrigated, and a detailed watering program and water budget shall be provided. All damaged vegetation shall be replaced, and the site shall be kept free of diseased or dead plant materials and litter at all times

- t. Comply with all requirements of the "Art in Public Places" ordinance (WCMC Chapter 17), prior to the issuance of building permits. Artwork shall be installed or required fee paid prior to issuance of Certificate of Occupancy.
- u. All trees shall be indicated on the grading plan, including trees on, or near the property line on adjacent properties. The trees shall be marked as to whether they will be preserved or removed. Trees that are preserved should not be topped but should be pruned to preserve their natural form.
- v. Any sidewalk, hardscape or parking facility, with potholes, broken, raised or depressed sections, large cracks, mud and/or dust, accumulation of loose material, faded or illegible pavement striping, or other deterioration shall be repaired.
- w. Prior to requesting a final inspection, the Planning Division shall inspect the development.
- x. All new utilities shall be placed underground prior to issuance of Certificate of Occupancy per WCMC 23-273.
- y. The applicant shall execute an indemnity agreement, in a form provided by the City and approved by the City Attorney, indemnifying the City against any and all actions brought against the City in connection with the approvals set forth herein.
- z. All approved materials and colors shall be clearly indicated on the plans.
- aa. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to final approval, (if building permits have not been obtained) you are urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.
- bb. Comply with all applicable mitigation measures listed in the Amazon Delivery Station DAX9 Project Mitigation Monitoring and Reporting Program Initial study and Mitigated Negative declaration.
- cc. Rooftop mechanical equipment shall be screened in such a way to visually integrate with the building utilizing architectural screening or raised parapets.
- dd. All outdoor trash areas shall be screened on all sides from public view by a minimum 5'6" high decorative block wall with a gate constructed of durable materials per the standard Engineering Division plans. If the trash enclosure is visible from the public right-of-way, an architectural cover shall be required. An architectural cover is required and the approval of construction details by the Building Division is required prior to construction.

- ee. The project shall pay Development Impact Fees of \$1.54 per square foot (or current fee) prior to Building permit issuance.

ENGINEERING DIVISION

- gg. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- hh. The building shall be addressed and an application to assign address shall be filed with Engineering Division prior to plan check submittal.
- ii. Remove and replace broken and off-grade sidewalk per SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee.
- jj. Remove and replace broken and off-grade curb and gutter per SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.
- kk. The approved building address(es) shall be painted on the curb to the City's standards as required by the Public Works Inspector before final inspection.
- ll. Relocate water meter from the sidewalk as directed by the City Engineer or his/her designee
- mm. If required, install new street lights to match existing street light standards in the street block per County design standards and as directed by the City Engineer or his/her designee.
- nn. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as indicated below, and as directed by the City Engineer or his/her designee:
- Install crack seal and Type II slurry on existing AC pavement on Badillo Street, or
 - Grind existing pavement to a depth of 4" and overlay new AC on San Bernardino Road, or
 - Pay an in-lieu fee equal to the estimated cost of street rehabilitation based on Los Angeles County Land Development Division Bond Calculation Sheets prior to the issuance of building permits.
- oo. Should the proposed work generate a cut into any public right of way infrastructure (street, sidewalk, driveway, curb & gutter, etc.):

- i. street paving shall be along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee.
 - ii. sidewalk reconstruction shall be in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.
 - iii. driveway apron reconstruction shall be in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.
 - iv. curb and gutter reconstruction shall be in accordance with SPPWC Standard Plan 111-5 and as directed by the City Engineer or his/her designee.
- pp. Underground all utility services to the property.
- qq. Conduct a sewer capacity study of existing sewer facilities that serve the proposed development. The developer shall either pay in-lieu fees equal to the estimated cost (based on Los Angeles County Land Development Division Bond Calculation Sheets) of the proposed development's percentage of design capacity of the existing sewer system prior to the issuance of building permits or provide sewer improvements to deficient sewer segments serving the subject property to the satisfaction of the City Engineer.
- rr. A geotechnical and soils investigation report is required including infiltration rate at stormwater BMP locations and pavement structural section recommendations, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- ss. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
- tt. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- uu. Stormwater Planning Program LID Plan Checklist (Form PC) completed by

Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link

<https://www.westcovina.org/home/showdocument?id=18427>

- vv. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.
- ww. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.
- xx. Prepare a hydrology/hydraulic study of existing and proposed development per the Los Angeles County Hydrology Manual.
- yy. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any improvement measures needed as a result of findings from the traffic study shall be made at the sole cost to the property owner/developer.
- zz. Required street dedications shall include those portions of roadways contiguous to subject property be recorded in the Office of the Los Angeles County Recorder prior to the issuance of any Building Permits and/or Engineering Permits to the satisfaction of the City Engineer.
- aaa. Prior to the final building permit(s) inspection and approval, inspection by Public Works inspector is required.
- bbb. The access rights to interior lots and private streets from public roadways shall be dedicated to the City to the satisfaction of the City Engineer.
- ccc. Sidewalks (with trees in tree wells or in parkways) shall be constructed along roadways contiguous to subject property adjacent to curb or R/W line to the satisfaction of the City Engineer.
- ddd. Adequate provision shall be made for acceptance and disposal of surface drainage entering the property from adjacent areas.
- eee. Water service facilities shall be constructed to at least meet the requirements for fire flow established by the City's Fire Department and the requirements of the subsequent water purveyor/owner of the facilities.
- fff. Easements contiguous to the street right-of-way shall be granted for utility, street lighting, and traffic signing purposes to the satisfaction of the City Engineer.

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

BUILDING DIVISION

- jjj. All Conditions of Approval shall appear as notes on the plans submitted for building plan check and permits.
- kkk. Building design shall comply with the 2020 County of Los Angeles Building Codes and 2019 California Green Building Standards Code and California Energy Code. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.
- lll. Separate application(s), plan check(s), and permit(s) is/are required for:
1. Tenant Improvements
 2. Grading (*see Engineering Division for requirements*)
 3. Demolition work
 4. Retaining walls (*see Engineering Division for requirements*)
 5. Required masonry or concrete perimeter walls or trash enclosures
 6. Signs

7. Fire sprinkler/Alarm systems (*see Fire Department Prevention Bureau for requirements*)
8. Plumbing
9. Mechanical
10. Electrical

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

FIRE DEPARTMENT

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

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

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

POLICE DEPARTMENT

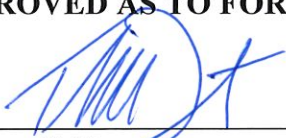
qqq. Install CCTV surveillance within the complex at all points of ingress/egress, as well as at all of the ingress/egress points from the street since there will be so much vehicle and pedestrian traffic.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED this 19th day of October, 2021.


Letty Lopez-Viado
Mayor

APPROVED AS TO FORM



Thomas P. Duarte
City Attorney

ATTEST




Lisa Sherrick
Assistant City Clerk

For:

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-104 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None



Lisa Sherrick
Assistant City Clerk

For:

RESOLUTION NO. 2021-105

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, APPROVING OF
TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO
STREET**

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

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

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

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

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and recommended that the City Council approve the tentative parcel map; and

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the tentative tract map application; and

WHEREAS, studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The applicant is requesting approval of a parcel map to allow two lots to be combined into one lot.
2. The proposed project includes a precise plan for repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on the 21.22 acre site.
3. Appropriate findings for approval of parcel map are as follows:
 - a. That the proposed map is consistent with applicable general and specific plans.
 - b. That the design or improvement of the proposed parcel map is consistent with applicable general and specific plans.
 - c. That the site is physically suitable for the type of development.

- d. That the site is physically suitable for the proposed density of development.
 - e. That the design of the parcel map or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.
 - f. Neither the design of the parcel map nor the type of improvements are likely to cause serious public health problems.
 - g. That the design of the parcel map or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.
4. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

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

SECTION 1. On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the tentative tract is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Community Development Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued, and the violation of any of which shall be grounds for revocation of said tentative tract map by the Planning Commission or City Council.

SECTION 3. The tentative tract shall not be effective for any purpose until the owner of the property involved (or a duly authorized representative) has filed at the office of the Community Development Director, his affidavit stating he is aware of, and accepts, all conditions of this tentative tract map and precise plan, as set forth below. Additionally, no permits shall be issued until the owner

of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

SECTION 4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

SECTION 5. The City Council approves tentative tract map No. 83444 subject to the following conditions:

PLANNING DIVISION

1. Comply with plans reviewed by the City Council on October 18, 2021.
2. That the project complies with all requirements of the applicable standards of the West Covina Municipal Code.
3. Approval of this parcel map is contingent upon, and shall not become effective unless and until, approval of Precise Plan No. 20-08, General Plan Amendment No. 20-03, Zone Change No. 20-04, and Development Agreement No. 21-01.
4. These conditions of approval shall be printed on or attached to the working drawings submitted to the Engineering Division for approval.
5. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.
6. The applicant shall defend, indemnify, and hold harmless the City of West Covina, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, approval of this Parcel Map. The City will promptly notify the applicant of any such claim, action or proceeding against the City and will cooperate fully in the defense.
7. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant agrees to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with the applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.
8. That any proposed change to the approved parcel map shall be reviewed by the Planning, Public Works, Fire and Police Departments, and the written authorization of the Community Development Director shall be obtained prior to implementation.
9. The proposed parcel map shall conform to West Covina Municipal Code Chapter 20 - Subdivisions.

10. The applicant shall meet any and all monitoring or reporting requirements necessary to ensure compliance with the mitigation measures contained in the Mitigated Negative Declaration of Environmental Impact as those may be determined by the City, including, but not limited to, entering into an agreement to perform and/or for monitoring and reporting during project construction and implementation. The applicant further agrees it will cease construction of the project immediately upon written notice of a violation of such requirement and that such a provision may be part of any agreement of City and applicant.
11. The applicant shall sign an affidavit accepting all conditions of this approval.

12. **ENGINEERING REQUIREMENTS**

- a. A park dedication in-lieu fee shall be paid to the City of West Covina prior to issuance of a Building Permit pursuant to Section 20-40 of the Municipal Code. The estimated park fee is approximately \$21,900 [438 x (No. of lots) x \$25/sqft (unit price of a developed park)]
- b. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.
- c. A soils report is required.
- d. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.
- e. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.
- f. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.
- g. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.
- h. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.
- i. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

- j. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit sepia mylar of the recorded map to the City Public Works Department.


SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED on this 19th day of October, 2021.




Letty Lopez-Viado
Mayor

APPROVED AS TO FORM



Thomas P. Duarte
City Attorney


ATTEST



Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-105 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None



Lisa Sherrick
Assistant City Clerk

RESOLUTION NO. 2021-106

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WEST COVINA, CALIFORNIA, APPROVING GENERAL PLAN
AMENDMENT NO. 20-03 TO CHANGE THE GENERAL PLAN
DESIGNATION AT 1211 E. BADILLO STREET FROM CIVIC:
PUBLIC INSTITUTION TO INDUSTRIAL**

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

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

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

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

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

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

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

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the general plan amendment application; and

WHEREAS, studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The City adopted a new General Plan on December 20, 2016. The General Plan Land Use Maps were amended in November 7, 2017, November 5, 2019, May 4, 2021, and July 20, 2021.
2. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

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

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

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

SECTION 2. The City Council of the City of West Covina hereby adopts General Plan Amendment No. 20-03, amending the land use designation for the subject property as set forth on the Land Use Map of the Land Use Element as shown on Exhibit "A."

SECTION 3. All General Plan Amendments adopted by the City Council on the same day shall be considered as a single General Plan Amendment package.

SECTION 4. Should any provision of this Resolution, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Resolution

or the application of this Resolution to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of West Covina declares that it would have adopted all the provisions of this Resolution that remain valid if any provisions of this Resolution are declared invalid.


SECTION 5. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED on this 19th day of October, 2021.




Letty Lopez-Viado
Mayor

APPROVED AS TO FORM



Thomas P. Duarte
City Attorney


ATTEST

 For:

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-106 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

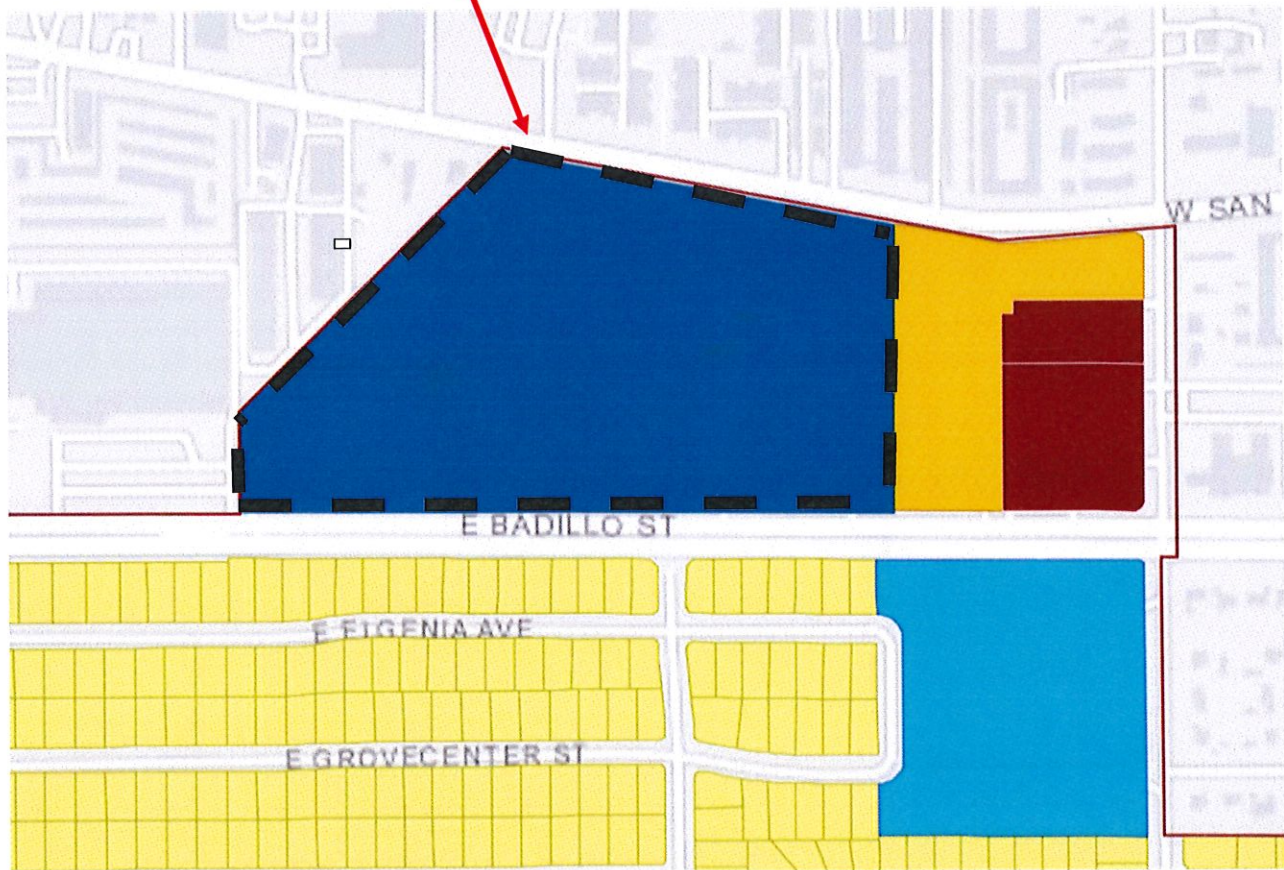
AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None

 For:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

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



Indicates the area to be changed from "Civic: Public Institution" to "Industrial (I)"



VIA EMAIL (jburns@westcovina.org)

September 11, 2023

Jo-Anne Burns
City of West Covina
1444 W Garvey Ave S
West Covina, CA 91790

RE: ENTITLEMENT EXTENSION REQUEST – 1211 EAST BADILLO STREET

Dear Jo-Anne,

On behalf of GO West Covina Owners, LLC, we are requesting a one-year extension to the entitlement package that was approved by City Council for our property on October 19th, 2021. Our property is located at APN: 8434-015-018 on the street address of 1211 East Badillo Street, West Covina, CA.

Our need for the extension is due to our leasing results at the property. The tenant we had initially partnered with for the entitlements has since vacated the opportunity, so we are currently on the market for lease to find a new industrial type tenant that will fit within our approved use. Current market conditions have proved challenging to find a new tenant during the duration of our entitlements, but we remain confident in our path moving forward. Our plans for the property remain consistent with our entitlements and M-1 Industrial zoning.

Should you have any questions regarding our request, please don't hesitate to reach out.

Sincerely,

Dean Navarro
GO West Covina Owners, LLC
Dean@greenlawpartners.com



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: **CONSIDERATION OF FINAL TRACT MAP NO. 83576**
LOCATION: 1912 WEST MERCED AVENUE
SUBDIVIDER: RC HOMES, INC.

RECOMMENDATION:

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

RESOLUTION NO. 2023-80 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 83576 LOCATED AT 1912 W. MERCED AVENUE

DISCUSSION:

On May 17, 2022, by Resolution 2022-43, the West Covina City Council approved Tentative Tract Map No. 83576. The tract map subdivides a 2.26-acre site into a total of 39 multi-family condominium air space lots. The 2.26-acre site will include 39 residential townhomes, internal drive aisles, common open space, guest parking spaces, and other associated incidental improvements on the 2.26-acre site.

The owner has satisfied the conditions for approval of the tract map. The map was reviewed by the City's Engineering Division and determined to comply with State law and is technically correct. In accordance with Section 66458 of the California Government Code, the final map must now be approved or disapproved at the first City Council meeting at which it is received or at the next regular meeting. If no action is taken by the next regular meeting of the City Council, the map shall be deemed approved.

The recordation of the final map is dependent on the developer's actions. The developer needs to arrange with Los Angeles County to pay for all present property taxes and bond for future property tax encumbrance.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Prepared by: Michael Ackerman P.E.

FISCAL IMPACT:

This is strictly an administrative item, therefore; there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - Resolution No. 2023-80

Attachment No. 2- Final Map No 83576

Attachment No. 3 - Resolution No. 2022-43

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community

RESOLUTION NO. 2023-80

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WEST COVINA, CALIFORNIA, APPROVING FINAL TRACT
MAP NO. 83576 LOCATED AT 1912 WEST MERCED
AVENUE**

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on May 17, 2022, the City Council approved Tentative Tract Map No. 83576 through the adoption of Resolution No. 2022-43; and

WHEREAS, the owner and subdivider has submitted to the City Council a final subdivision map of Tract Map No. 83576, which has been approved by the City Engineer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the final subdivision map of Tract Map No. 83576 has been submitted to the City Council and the same is hereby approved.

SECTION 2. That the proper officers of the City of West Covina are hereby authorized and instructed to execute said final map on behalf of the City.

SECTION 3. That Tract Map No. 83576 will not unreasonably interfere with the free and complete exercise of public utilities.

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

SECTION 5. That the City Clerk shall transmit a certified copy of this resolution to utility companies.

APPROVED AND ADOPTED this 17th day of October, 2023.

Rosario Diaz
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-80 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of October, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

1 LOT
99,457 SQ FT

SHEET 1 OF 4 SHEETS

TRACT MAP NO. 83576

IN THE CITY OF WEST COVINA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THAT PORTION OF LOT 109, OF E. J. BALDWIN'S FOURTH
SUBDIVISION OF PART OF THE RANCHO LA PUENTE, IN THE CITY OF WEST COVINA,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8,
PAGE 186 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

FOR CONDOMINIUM PURPOSES

LARRY L. MAR, LS 7652

SOUTHLAND CIVIL ENGINEERING & SURVEY, LLP

DATE OF SURVEY: DECEMBER 2021

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE
LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE
DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING
OF SAID MAP AND SUBDIVISION.

WE HEREBY OFFER TO DEDICATE TO THE CITY OF WEST COVINA THE FIRE ACCESS
EASEMENT AND SEWER EASEMENT AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE IN FEE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND
OTHER PUBLIC WAYS SHOWN ON SAID MAP.

GROVE AT MERCED, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

[Signature]
BY: MATTHEW LIVINGSTON, VICE PRESIDENT

BANNER BANK, A WASHINGTON STATE CHARTERED COMMERCIAL BANK
AS BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 25, 2022
AS INSTRUMENT NO. 20221014607 OF OFFICIAL RECORDS, RECORDS OF
LOS ANGELES COUNTY.

[Signature]
BY: LETICIA VAZQUEZ, VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

ON 06/19/2023 BEFORE ME, J.G. Withey

PERSONALLY APPEARED Matthew Livingston
WHO 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE *[Signature]*

PRINTED NAME Jacob Withey

MY PRINCIPAL PLACE OF BUSINESS IS IN Ventura COUNTY

MY COMMISSION NUMBER 2381486

MY COMMISSION EXPIRES November 3rd 2025

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Orange)

ON 06-21-2023 BEFORE ME, Tony Asmar Jr. Notary Public

PERSONALLY APPEARED Leticia Ruiz Vazquez
WHO 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE *[Signature]*

PRINTED NAME Tony Asmar Jr.

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY

MY COMMISSION NUMBER 2404146

MY COMMISSION EXPIRES May 12, 2026



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
FIELD SURVEY, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCE AT THE REQUEST OF RC HOMES, INC. I HEREBY STATE
THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS
INDICATED; THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE
RETRACED; AND THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY
APPROVED TENTATIVE MAP. I HEREBY STATE THAT SAID SURVEY IS TRUE AND
COMPLETE AS SHOWN; AND THAT THE NOTES FOR ALL CENTERLINE TIE MONUMENTS
NOTED AS "SET" ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

[Signature]
LARRY L. MAR, P.L.S. 7652
6/14/23
DATE



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF MERCED AVENUE
HAVING A BEARING OF N48°06'20"W AS SHOWN ON TRACT MAP 23211, RECORDED IN
BOOK 830, PAGES 25 AND 26 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS
SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF;
AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES OF THE CITY OF WEST COVINA
APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED
WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (A)(1),
(2), AND (3) HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS
TECHNICALLY CORRECT.

BY: *[Signature]*
DAVID B. RAGLAND, L.S. 5173
ON BEHALF OF THE CITY ENGINEER

7-27-23
DATE



CITY TREASURER'S CERTIFICATE:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE
JURISDICTION OF THE CITY OF WEST COVINA, TO WHICH THE LAND INCLUDED IN
THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE
PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER - CITY OF WEST COVINA

DATE

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA AT A
MEETING HELD ON , 2023, APPROVED THE ATTACHED MAP.

I DO HEREBY ACCEPT THE OFFER OF DEDICATION IN FEE OF STREETS, HIGHWAYS,
OTHER PUBLIC WAYS, THE FIRE ACCESS EASEMENT, AND SEWER EASEMENT AS
SHOWN ON THE MAP.

CITY CLERK - CITY OF WEST COVINA

DATE

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS
HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF
SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY DATE
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$
HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES
AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP
OF TRACT NO. 73153 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY DATE
DEPUTY

TRACT MAP NO. 83576

IN THE CITY OF WEST COVINA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THAT PORTION OF LOT 109, OF E. J. BALDWIN'S FOURTH
SUBDIVISION OF PART OF THE RANCHO LA PUENTE, IN THE CITY OF WEST COVINA,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8,
PAGE 186 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

SIGNATURE OMISSION NOTE:

THE SIGNATURE(S) OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE
INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436
(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT
CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE(S) ARE NOT REQUIRED BY
THE LOCAL AGENCY.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF
AN EASEMENT FOR PIPELINES, METERING, AND OTHER APPURTENANCES FOR THE
DISTRIBUTION OF NATURAL GAS RECORDED JANUARY 17, 2023 AS INSTRUMENT NO.
20230030609, OF OFFICIAL RECORDS.

THE SIGNATURE(S) OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE
INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436
(a)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT
CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE(S) ARE NOT REQUIRED BY
THE LOCAL AGENCY.

JOHN ROWLAND SR. AND WILLIAM WORKMAN HOLDERS OF RIGHTS TO PRECIOUS
METALS AND ORES DATED 6-3-1868 RECORDED IN BOOK 10, PAGE 39 OF DEEDS.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT HOLDER OF RIGHTS TO OIL, GAS,
PETROLEUM, AND OTHER HYDROCARBONS AND MINERAL, BUT WITHOUT RIGHT OF
ENTRY TO THE SURFACE DATED SEPTEMBER 8, 2022 AS INSTRUMENT NO.
20220886208, OF OFFICIAL RECORDS.

THE SIGNATURE(S) OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE
INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436
(a)(3)(B) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT
CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE(S) ARE NOT REQUIRED BY
THE LOCAL AGENCY.

E.J. BALDWIN, HOLDER OF AN EASEMENT FOR POLE LINES, DITCHES AND CONDUITS
RECORDED ON APRIL 4, 1906 IN BOOK 2655, PAGE 17 OF DEEDS.

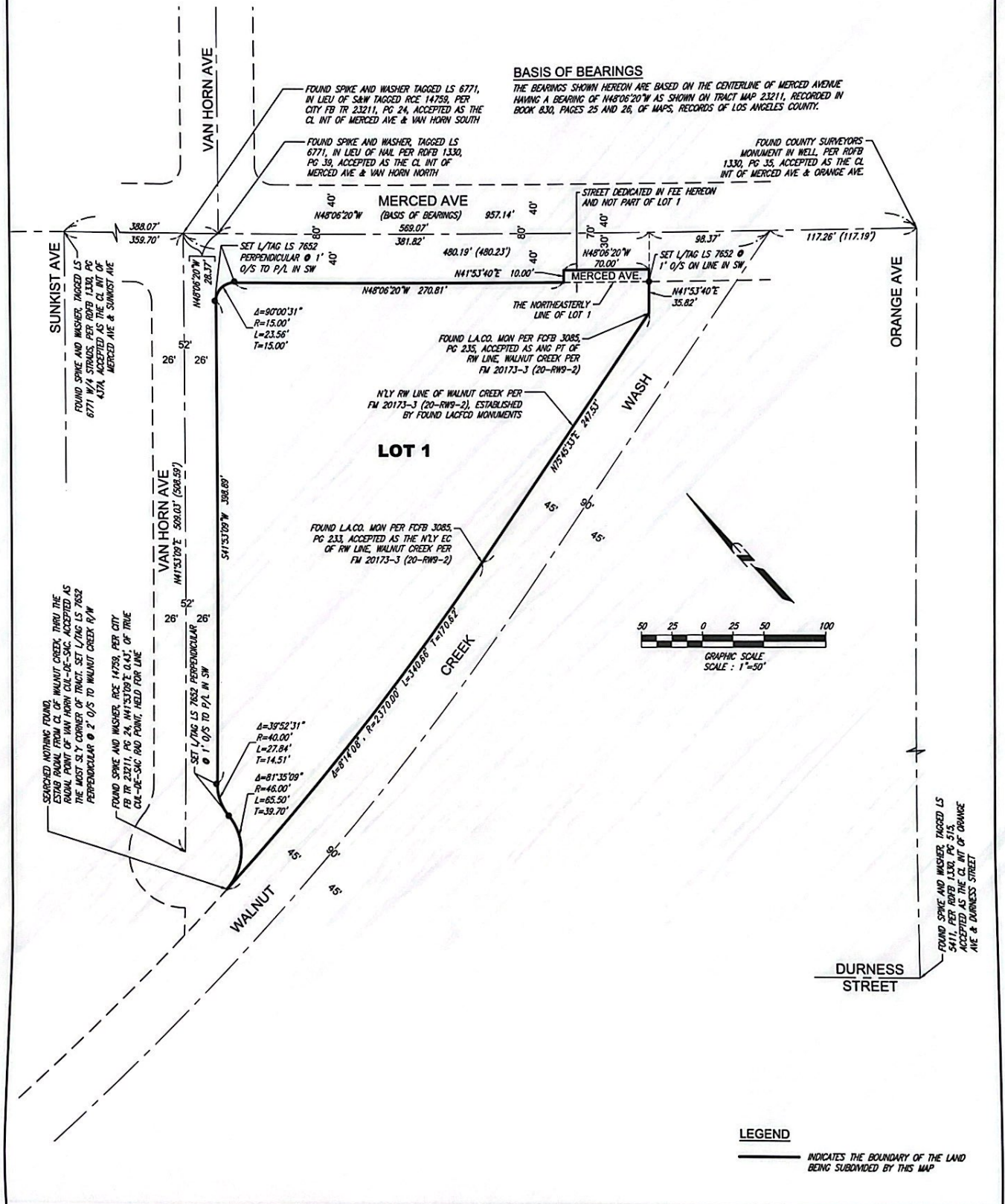
F.R. WILSON, HOLDER OF AN EASEMENT FOR IRRIGATION PIPE LINES AND EGRESS
RECORDED JANUARY 18, 1946 IN BOOK 22562, PAGE 361 OF OFFICIAL RECORDS.

TRACT MAP NO. 83576

IN THE CITY OF WEST COVINA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

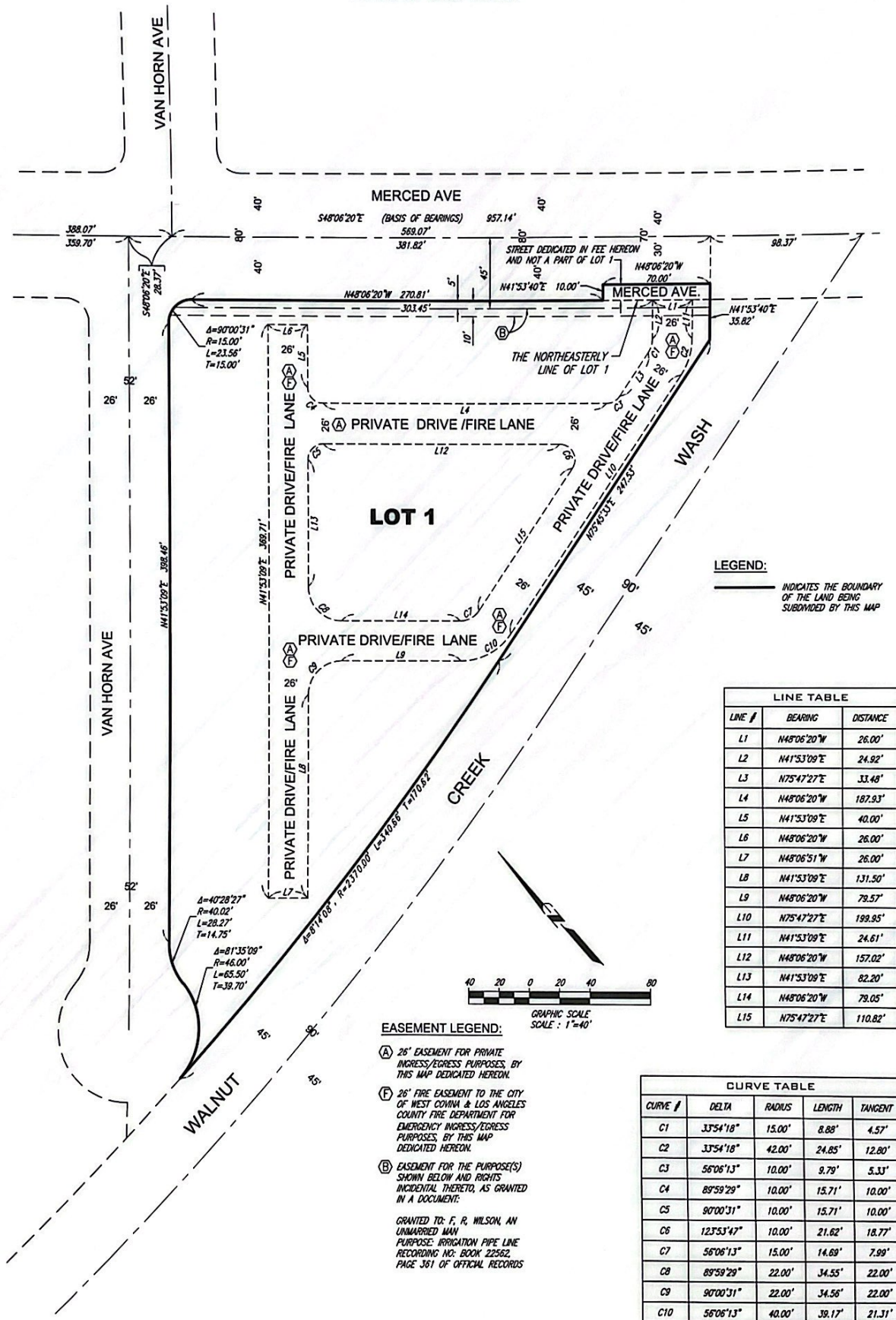
BEING A SUBDIVISION OF THAT PORTION OF LOT 109, OF E. J. BALDWIN'S FOURTH
SUBDIVISION OF PART OF THE RANCHO LA PUENTE, IN THE CITY OF WEST COVINA,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8,
PAGE 186 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

BOUNDARY ESTABLISHMENT SHEET



TRACT MAP NO. 83576

IN THE CITY OF WEST COVINA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



RESOLUTION NO. 2022-43**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, APPROVING
TENTATIVE TRACT MAP NO. 83576 AT 1912 W. MERCED
AVENUE**

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

Subdivide the 2.26-acre site into 39 multi-family condominium air space lots on that certain property described as:

Assessor's Parcel Numbers 8467-016-020 in the records of the Los Angeles County Assessor; and

WHEREAS, a precise plan has been submitted for the approval to construct 39-unit multifamily residential townhome style, internal drive aisles, common open space, guest parking spaces, and other associated incidental improvements on the 2.26-acre site; and

WHEREAS, a General Plan Amendment has been submitted to amend the land use designation of the property from "Neighborhood Low" to "Neighborhood Medium" to allow for development to occur as indicated on the project plans; and

WHEREAS, the Planning Commission, upon giving the required notice, did on April 12, 2022, conduct duly noticed public hearings to consider said application and voted to recommend the City Council's approval of the above stated application; and

WHEREAS, the City Council upon giving the required notice, did on May 17, 2022, conduct a duly noticed public hearing to consider the tentative tract map application; and

WHEREAS, studies and investigations made by the City Council and on its behalf reveal the following:

1. The applicant is requesting approval of a tentative tract map to allow the subdivision of a the 2.26-acre site into 39 multi-family condominium air space lots.
2. The proposed project includes a precise plan for the development of 39-unit multifamily residential townhome style, internal drive aisles, common open space, guest parking spaces, and other associated incidental improvements on the 2.26-acre site.
3. Appropriate findings for approval of a tentative tract map are as follows:
 - a. That the proposed map is consistent with applicable general and specific plans.

- b. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.
 - c. That the site is physically suitable for the type of development.
 - d. That the site is physically suitable for the proposed density of development.
 - e. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.
 - f. Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems.
 - g. That the design of the subdivision or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.
4. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

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

SECTION 1. On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

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

An amendment to the City's General Plan land-use map to change the designation of the site from Neighborhood-Low to Neighborhood—Medium (NM). As noted in Finding A for the General Plan Amendment, the project is consistent with a number of Goals, Policies and Actions of both the General Plan and the proposed Grove at Merced Specific Plan.

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

The project conforms to the proposed General Plan designation of Neighborhood—Medium (NM), and the standards of the proposed Grove at Merced Specific Plan, and all other applicable development standards in the Zoning Code.

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

The proposed project site is 2.26 acres, flat and is physically suitable for the proposed project and adequate to accommodate the size and shape of the buildings, parking and all required development standards set forth in the Grove at Merced Specific Plan and the West Covina Municipal Code. The site is served by all necessary utilities. Appropriate mitigation measures and conditions of approval will ensure that the site is improved in a manner consistent with City standards.

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

The proposed project type is consistent in form with style recommended by the proposed Grove at Merced Specific Plan. The proposed development will be accessible from a driveway along Merced Avenue. The site is 2.26 acres and, as conditioned, is physically suitable for the proposed project and adequate to accommodate the size and shape of the buildings, parking and all required standards of the proposed Specific Plan subject to the approval of the Zone Change and General Plan amendment. The proposed General Plan designation of Neighborhood Medium allows a maximum density of 20 units per acre. The proposed project density will be 17.26 units per acre. Additionally, there is a condition that requires that CC&Rs be recorded as a part of this project to ensure orderly operation. The site will be developed in accordance with the grading and construction requirements of the West Covina Municipal Code and the City Engineer.

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

The site consists of a 2.26-acre vacant parcel previously developed with a school. No known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal, or migration corridors are present on site. A mitigated negative declaration was prepared for the project, which included required mitigation measures for Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Noise, Transportation, Tribal Cultural Resources, and Utilities and Service Systems, to ensure that the project will not cause substantial environmental damage or injure fish, wildlife, or their habitat.

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

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

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

There are no easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via Merced Avenue.

SECTION 2. Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the tentative tract is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Community Development Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued, and the violation of any of which shall be grounds for revocation of said tentative tract map by the Planning Commission or City Council.

SECTION 3. The tentative tract shall not be effective for any purpose until the owner of the property involved (or a duly authorized representative) has filed at the office of the Community Development Director, his affidavit stating he is aware of, and accepts, all conditions of this tentative tract map and precise plan, as set forth below. Additionally, no permits shall be issued until the owner of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

SECTION 4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

SECTION 5. The City Council approves Tentative Tract Map No. 83576 subject to the following conditions:

PLANNING DIVISION

- a. Comply with plans reviewed by the Planning Commission on April 12, 2022.
- b. Approval of this vesting tentative tract map is contingent upon, and shall not become effective unless and until, approval of Precise Plan No. 21-01, Zone Change No. 21-02 and General Plan Amendment No. 21-01.
- c. These conditions of approval shall be printed on or attached to the working drawings submitted to the Building and Engineering Divisions for approval.

- d. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.
- e. The approved use shall be in compliance with the Noise Ordinance (Chapter 15).
- f. The applicant shall sign an affidavit accepting all conditions of this approval.
- g. The applicant shall defend, indemnify, and hold harmless the City of West Covina, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, approval of this Vesting Tentative Tract Map. The City will promptly notify the applicant of any such claim, action or proceeding against the City and will cooperate fully in the defense.
- h. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant agrees to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with the applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.
- i. That any proposed change to the approved vesting tentative tract map shall be reviewed by the Planning, Public Works, Fire and Police Departments, and the written authorization of the Community Development Director shall be obtained prior to implementation.
- j. The proposed subdivision shall conform to West Covina Municipal Code Chapter 20 - Subdivisions.
- k. A declaration of Covenants, Conditions, and Restrictions (CC&R's) shall be prepared by the developer/property owner and submitted to the Planning Director and the City Attorney. The CC&R's shall be signed and acknowledged by all parties having any record title interest in the property to be developed, and shall make the City a party thereto, and shall be enforceable by the City. The CC&R's shall be reviewed and approved by the City and recorded prior to the recordation of the final tract map. Written proof of recordation with the Los Angeles County Recorder/Registrar's Office shall be provided to the Planning Division.
- l. The applicant shall meet any and all monitoring or reporting requirements necessary to ensure compliance with the mitigation measures contained in the Mitigated Negative Declaration of Environmental Impact as those may be determined by the City, including, but not limited to, entering into an agreement to perform and/or for monitoring and reporting during project construction and implementation. The applicant further agrees it will cease construction of the project immediately upon written notice of a violation of such requirement and that such a provision may be part of any agreement of City and applicant.

- m. The CC&R's shall include the following:
 - i. No addition of habitable space is permitted.
 - ii. No permanent ground floor patio covers are permitted.
 - iii. The parking or storage of recreation vehicles, such as RVs, boats, trailers, fifth wheels, ATVs, etc, is prohibited.
 - iv. Parking on driving aisles is prohibited.
 - v. Garages shall be used to park vehicles.
 - vi. Trash storage areas in the garages shall be permanently utilized for storing the trash and recycling containers.
 - vii. All exterior maintenance of the common interest structures will be the responsibility of the HOA, including perimeter walls, garage doors, windows, exterior architectural materials and roof.
 - viii. Cleanup of graffiti is the responsibility of the Homeowner's Association (HOA).
 - ix. The homeowner's association shall ensure that the perimeter trees are maintained to not encroach on the neighboring adjacent single-family residential properties.
 - x. The homeowner's association shall allow individual unit owners to install a CCTV system without invading the privacy of neighbors.
 - xi. The homeowner's association shall establish a parking permit program for the guest parking spaces and work with a local towing company to enforce the properties parking regulations.
 - xii. Revisions to the CC&Rs shall require City Council approval.
- n. The HOA shall be responsible for maintenance of the following: all streets, curbs, and gutters, utilities (sewer and storm drain), perimeter walls, street tree grates, the Merced Avenue and Van Horn Avenue street frontage (including landscaping, sidewalks, and steps), common interest building exteriors, the public common area at the rear of the lot, all public landscaping, all sidewalks and site walls, entrance.
- o. Prior to the issuance of building permits, the applicant shall draft a Prospective Homebuyer's Awareness Package (PHAP), and submit it to the Planning Director for review and approval. Copies of signed copies of PHAP for all lots shall be submitted to the Planning Division. Such package shall include:
 - i. A standardized cover sheet as approved by the Planning Division.
 - ii. Zoning and General Plan information.
 - iii. School information.
 - iv. Special assessment district information.
 - v. Utility providers.
 - vi. A copy of the Covenants, Conditions and Restrictions (CC&Rs) applicable to the project.
 - vii. Any additional information deemed necessary by the Planning Division, Planning Commission, or City Council for the full disclosure of pertinent information.
- p. This approval shall become null and void if the building permit is not obtained within two (2) years of the date of this approval.
- q. The applicant shall sign an affidavit accepting all conditions of this approval.

ENGINEERING DIVISION

- a. A final tract map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.
- b. A soils report is required.
- c. A preliminary tract map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final tract map is filed with the Los Angeles County Recorder.
- d. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final tract map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final tract map.
- e. Monumentation of tract map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.
- f. All conditions from City Departments and Divisions shall be incorporated into the tract map prior to submitting the tract map for review.
- g. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the tract map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.
- h. Proof of Tax clearance shall be provided at the time of tract map review submittal.
- i. Upon submittal of the tract map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit one (1) blueprints and one sepia mylar and pdf copy on a CD of the recorded map to the City Public Works Department.
- j. A reciprocal easement for ingress and egress, sanitary sewer, utility, drainage, water shall be provided for each property that does not front on or have direct access to the public way. Services to each property shall be underground and shall be located in a trench within this easement.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED on this 17th day of May, 2022.



Dario Castellanos
Mayor

APPROVED AS TO FORM



Thomas P. Duarte
City Attorney


ATTEST

 For:

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2022-43 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of May, 2022, by the following vote of the City Council:

AYES:	Castellanos, Lopez-Viado, Tabatabai, Wu
NOES:	None
ABSENT:	Diaz
ABSTAIN:	None

 For: _____
Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: CONSIDERATION OF ACCEPTANCE OF WORK ON AZUSA AVENUE SEWER LIFT STATION UPGRADES PROJECT – PROJECT NO. U-17022

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Accept the work performed by Pyramid Building & Engineering, Inc. for the Azusa Avenue Sewer Lift Station Upgrades Project (Project No. U-17022), with a final contract amount of \$3,692,129.16; and
2. Authorize the release of retention funds once appropriate.

BACKGROUND:

On May 7, 2019, the City Council authorized award of a contract to Pyramid Building & Engineering in the amount of \$2,239,700, for the Azusa Avenue Sewer Lift Station Upgrades Project (the "project").

This is a Capital Improvement Project that included replacement of the existing sewer pumps, equipment, controls, conduits, wiring, and appurtenances in order to comply with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. The project additionally provided sufficient storage capacity during emergencies and/or power outages, provide back-up/emergency power to mitigate potential risk of sanitary sewer overflows and install a Supervisory Control and Data Acquisition (SCADA) monitoring system that provides feedback of pump disposition (on/off), fluid levels, air system, and alarms 24 hours a day, seven days a week.

On May 17, 2022, the City Council authorized construction contract change orders 01 through 04 in the amount of \$1,271,495.82 and an additional construction contingency of \$223,970.00, increasing the total contract amount to \$3,735,165.82.

DISCUSSION:

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$3,692,129.16, which is within the approved construction budget.

The City retains five percent (5%) of each payment to the contractor as retention to ensure payment to subcontractors and material suppliers before final payment to the contractor. Subcontractors and material suppliers must file claims for payment within specified timeframes if they have not been paid by the contractor. If no claims are filed by the end of October, the City will release retention and any remaining amount due to the contractor.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

Prepared by: Michael Ackerman P.E.

Fiscal Impact**FISCAL IMPACT:**

This contract was funded under Project No. 17022 (Fund 189). The contract was completed within the approved construction estimate.

Original Construction Contract	\$2,239,700.00
Change Orders 1-2 (Previously approved within contingency)	\$216,351.07
Change Orders 3-4 (Approved by Council May 17, 2022)	\$1,055,144.75
Additional Construction Contingency (Approved by Council May 17, 2022)	\$223,970.00
Finalized Construction Budget Including Additional Contingency	\$3,735,165.82
Actual Expenditures	\$3,692,129.16
(Over)/Under Estimate	\$43,036.66

Attachments

Attachment No. 1- Notice of Completion

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City Clerk City of West Covina 1444 W. Garvey Ave. S. West Covina, CA 91790 EXEMPT FROM RECORDING FEES – GOVERNMENT CODE §§ 6103, 27383	
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SPACE ABOVE LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION
(California Civil Code § 9204)

NOTICE IS HEREBY GIVEN THAT:

1. Name and Address of Owner. The City of West Covina ("City"), a municipal corporation, whose address is 1444 W. Garvey Ave. S., West Covina, California 91790, is the fee owner of the public work of improvement described herein and of the property containing said public work of improvement.
2. Description of Public Work of Improvement. The public work of improvement is the project known as: Construction of Azusa Avenue Sewer Lift Station Upgrades – Project No. U-17022.
3. Location of Public Work of Improvement. The public work of improvement is generally located at 2700 South Azusa Avenue, in the City of West Covina.
4. Award of Contract; Contractor. On May 7, 2019, the City awarded a contract for the construction of Azusa Avenue sewer lift station upgrades to Pyramid Building & Engineering, Inc., 10975 G Avenue, Hesperia, California 92345.
5. Date of Completion. The public work of improvement was completed to the satisfaction of the City Engineer on: July 31, 2023.
6. Date of Acceptance. The City Council accepted the public work of improvement on October 17, 2023.

Paulina Morales, Acting City Manager Date
City of West Covina

VERIFICATION

I, the undersigned, say: I am the Assistant City Clerk of the City of West Covina, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at West Covina, California.

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: CONSIDERATION OF THE FOURTH QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2022-23

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Receive and file the Fourth Quarter Financial Report for Fiscal Year 2022-23; and
2. Adopt the following resolution:

RESOLUTION NO. 2023-79 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (FOURTH QUARTER FINANCIAL REPORT)

BACKGROUND:

This report is intended only to provide the City Council and the public with an overview of the City's general fiscal condition. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit. The City will make the Quarterly Financial Report available on the City's website for review by the City's stakeholders.

DISCUSSION:

The City has completed the fourth quarter of Fiscal Year 2022-23. The Quarterly Report (Attachment No. 1) summarizes the overall financial performance of the City for the period of July 1, 2022 through June 30, 2023, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds.

The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year-end to account for such activity in the correct fiscal year. Additionally, a budget amendment (Attachment No. 2) is proposed with the Quarterly Report to adjust revenue and expenditures based on activity to date.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Fiscal Impact

FISCAL IMPACT:

Overall, total General Fund revenue (\$86.6M) less expenditures (\$89.9M) for the year is negative \$3.3 million. Beginning Fund Balance was \$24.1 million leaving \$20.8 million in fund balance at the end of the year. After nonspendable and restricted funds are taken into account, unassigned fund balance is estimated to be over \$17 million for the end of FY2022-23.

Proposed Budget Amendment includes the following changes to General Fund (Fund 110) appropriations :

General Fund	Original Budget	Current Budget	Requested BA	Amended Budget
Revenue				
Property Tax	28,986,300	29,872,000	3,500,000	33,372,000
Sales Tax	23,142,000	23,142,000		23,142,000
Other Taxes	9,446,000	9,446,000		9,446,000
Charges for Services	7,578,220	7,714,120	400,000	8,114,120
Licenses & Permits	3,167,810	4,991,810	600,000	5,591,810
Revenue from Other Agencies	2,628,625	2,628,625		2,628,625
Cost Recovery	1,365,900	1,365,900	-1,100,000	265,900
Interdepartmental Charges	1,196,200	1,196,200		1,196,200
Use of Money & Property	1,078,300	1,318,300		1,318,300
Fines & Forfeitures	1,023,290	1,073,290		1,073,290
Transfers In	200,093	170,093	11	170,104
Other Revenues	136,670	175,670		175,670
Revenue Total	79,949,408	83,094,008	3,400,011	86,494,019
Expenditures				
Police	27,844,530	28,508,492	896,500	29,404,992
Fire	20,544,117	21,683,472	27,600	21,711,072
Transfers Out	15,525,348	20,415,113	1,679,560	22,094,673
Public Services	6,036,175	6,295,545		6,295,545
Community Development	3,245,927	4,566,416	0	4,566,416
Administration	2,463,677	2,661,699	259,500	2,921,199
Finance	2,435,479	2,398,716		2,398,716
Human Resources	794,097	854,232	130,000	984,232
City Clerk	543,713	586,103	61,100	647,203
Expenditures Total	79,433,063	87,969,788	3,054,260	91,024,048
Revenue Less Expenditures	516,345	-4,875,780	345,751	-4,530,029

Attachments

Attachment No. 1 - Fourth Quarter Financial Report for Fiscal Year 2022-23

Attachment No. 2 - Resolution No. 2023-79 (Budget Amendment)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness



FOURTH QUARTER FINANCIAL REPORT

Fiscal Year 2022-23

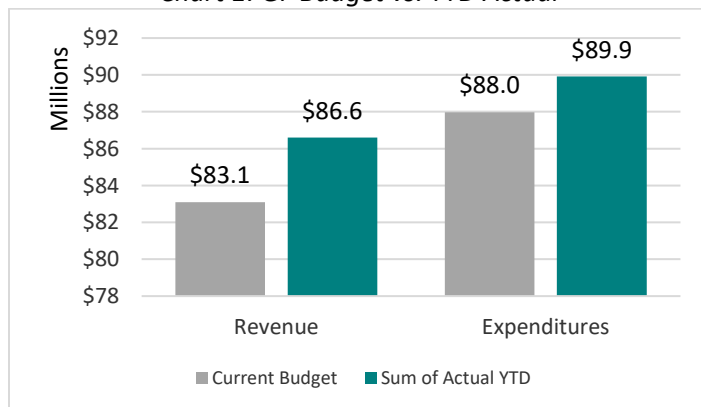
The City has completed the third quarter of Fiscal Year (FY) 2022-23. This report summarizes the overall financial performance of the City for the period of July 1, 2022, through June 30, 2023, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds. The information presented is unaudited. This report is intended to provide City Council and the public with an overview of the City's general fiscal condition.

The revenue and expenditures per the Budget to Year-To-Date (YTD) Actual comparisons include adjustments for carryovers and any appropriations made as of June 30, 2023. The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year end to account for such activity in the correct fiscal year.

GENERAL FUND

The General Fund (GF) is the general operating fund for the City. It provides the resources to sustain the day-to-day activities and services to the community. All nine departments receive support, either directly or indirectly, from the General Fund.

Chart 1: GF Budget vs. YTD Actual



The General Fund original budget for FY 2022-23 was \$79.9 million in revenue, \$79.4 million in expenditures, and a total revenue less expenditures of \$516,345. With the year complete, General Fund revenues are 104% of budget, and expenditures are 102%. Total revenues are \$86.6 million, and expenditures are \$89.9 million leaving a total revenue less expenditures are \$3.3 million.

GENERAL FUND REVENUE

The City's two major General Fund revenue sources are Property Tax and Sales Tax which make up 65% of the General Fund revenues combined.

Table 1: GF Revenue – Budget vs. YTD Actual

Revenue Source	Current Budget	YTD Actual	%
Property Tax	29,872,000	33,401,085	111.8%
Sales Tax	23,142,000	23,331,254	100.8%
Other Taxes	9,446,000	10,074,971	106.7%
Charges for Services	7,714,120	7,730,293	100.2%
Licenses & Permits	4,991,810	5,311,737	106.4%
Revenue from Other Agencies	2,628,625	2,648,060	100.7%
Cost Recovery	1,365,900	279,594	20.5%
Use of Money & Property	1,318,300	1,549,451	117.5%
Interdepartmental Charges	1,196,200	1,188,500	99.4%
Fines & Forfeitures	1,073,290	1,190,037	110.9%
Other Revenues	175,670	(244,792)	-139.3%
Transfers In	170,093	133,903	78.7%
Grand Total	83,094,008	86,594,093	104.2%

PROPERTY TAX

Included in this line item are Secured Property Taxes, Property Taxes In-Lieu of Vehicle License Fees (VLF), and residual payments from the dissolution of the former redevelopment agency. Property tax is 11.8% over budget and is up over eight percent from the prior year. Staff has included this revenue in the proposed budget amendment.

SALES TAX

Sales Tax revenue was within one percent of the current budget and less than a one percent increase from last fiscal year. While sales tax had spiked in prior years due to the bounce back from the pandemic, as the City's revenue consultant (HdL) predicted, sales tax flattened in FY2022-23.

OTHER TAXES

This category includes Franchise Fees, Business License Tax, Transient Occupancy Tax (TOT), and Property Transfer Tax. At the end of the year over \$10M or 106.7% of the current budget projection had been realized. This is a three percent increase from the prior fiscal year.

CHARGES FOR SERVICES

These revenues include plan check and zoning related fees, recreation fees, interfund charges, police, and fire fees. These fees ended the year as expected with \$7.7 million in revenue. This is down nine percent from the prior fiscal year when there was an influx in projects.

LICENSE & PERMITS

Revenues for licenses & permits include building and engineering permits, and animal licenses. Revenue for the year ended 6.4% over budget and up 18.7% from the prior year.

REVENUES FROM OTHER AGENCIES

This category includes Vehicle In-Lieu, State Mandated Cost reimbursement revenue, and the exchange of

Prop A funds, which is the largest revenue source in this category (accounts for \$1.8 million).

COST RECOVERY

This category accounts for mutual aid cost reimbursement for strike team deployments for the Fire Department. Strike deployments have decreased over the past few months, ending the year with only \$279k in reimbursements or 20.5% of the budget. This is down over 82% from last year.

INTERDEPARTMENTAL CHARGES

This category includes overhead chargebacks from internal service funds: General Liability, Workers Compensation, and Fleet Maintenance. These charges are equally distributed across the fiscal year and billed monthly.

USE OF MONEY & PROPERTY

This category includes rental and interest income. The year ended with over \$1.5M in revenue, which is 17.5% over budget. This is primarily due to an increase in interest income.

FINES & FORFEITURES

This category includes late payment penalties, collection agency fees, code fines, vehicle impound fees, and administrative citations. Overall, fines and forfeitures were nearly \$1.2 million and ten percent over budget. This is mainly due to vehicle and parking code fines.

OTHER REVENUES

This category includes proceeds from auction, advertising, final map, and other miscellaneous revenue. This category is negative due to the end of year fair value adjustment (-\$422k). Excluding that, this category ended as estimated at \$177k.

TRANSFERS IN

This category includes a transfer from the Successor Agency for administrative costs. This transfer is made at the end of the fiscal year.

REVENUES PROJECTIONS

Revenue projections are revised with the Quarterly Report based on actuals to date. The total proposed adjustment is an increase of \$ 3,400,011 in revenue to the General Fund.

Table 2: GF Revenue Projection

Revenue Source	Current Budget	Proposed Adj.	Revised Projection
Charges for Services	7,714,120	400,000	8,114,120
Cost Recovery	1,365,900	(1,100,000)	265,900
Fines & Forfeitures	1,073,290		1,073,290
Interdepartmental Charges	1,196,200		1,196,200
Licenses & Permits	4,991,810	600,000	5,591,810
Other Revenues	175,670		175,670
Other Taxes	9,446,000		9,446,000
Property Tax	29,872,000	3,500,000	33,372,000
Revenue from Other Agencies	2,628,625		2,628,625
Sales Tax	23,142,000		23,142,000
Transfers In	170,093	11	170,104
Use of Money & Property	1,318,300		1,318,300
Grand Total	83,094,008	3,400,011	86,494,019

GENERAL FUND EXPENDITURES

As of June 30, 2023, with 100% of the year complete, 102% of the General Fund budget was expensed (see Table 3). Administration was over budget due to excess salaries and benefits paid out and changes to the new City Attorney contract. City Clerk was over due to the city election which came in over the estimate. The Fire Department was over due to overtime. The Police Department was over in salaries and benefits due to a decrease in vacancy savings and fuel charges. Transfers out were over primarily due to negative revenue less expenditures within the Sportsplex and General Liability funds.

Table 3: GF Expenditures – Budget vs. YTD Actual

Department	Current Budget	YTD Actual	%
Administration	2,661,699	2,887,083	108.5%
City Clerk	586,103	603,374	102.9%
Community Development	4,566,416	4,511,361	98.8%
Finance	2,398,716	2,003,806	83.5%
Fire	21,683,472	21,701,083	100.1%
Human Resources	854,232	957,277	112.1%
Police	28,508,492	29,398,130	103.1%
Public Services	6,295,545	5,784,529	91.9%
Transfers Out	20,415,113	22,066,601	108.1%
Grand Total	87,969,788	89,913,243	102.2%

GENERAL FUND OVERTIME

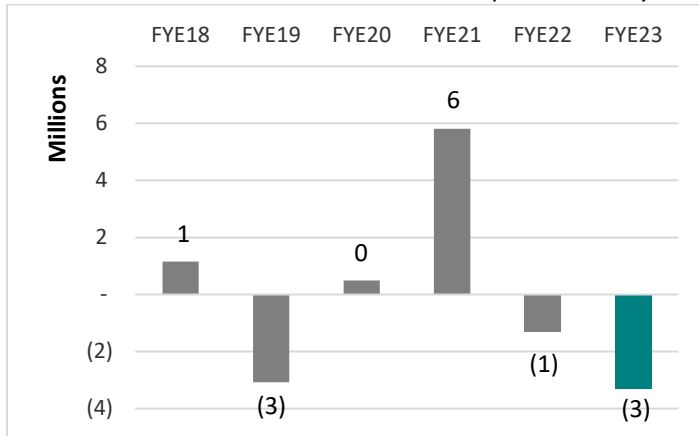
Table 4 summarizes overtime by department within the General Fund. Overtime was over budget by 4.6% in Fire (12%) and Public Services (1.3%). Public Services overtime is over due to Special Events which are increasing to pre-pandemic levels and have been offset by salary savings.

Table 4: GF Overtime YTD

Department	Current Budget	YTD GF Overtime	%
Administration	4,030	894	22.2%
Community Development	0	10,081	0.0%
Finance	2,860	1,217	42.5%
Fire	3,733,160	4,182,788	112.0%
Human Resources	0	152	0.0%
Police	3,465,240	3,345,983	96.6%
Public Services	117,110	118,626	101.3%
Grand Total	7,322,400	7,659,742	104.6%

Overall, total General Fund Revenue (\$86.6M) less Expenditures (\$89.9M) for the year is negative \$3.3 million.

Chart 2: GF 4th Quarter Revenue Less Expenditures by FY



This negative is a result of transfers to other funds:

1. Transfers to capital funds in accordance with the City's the Fund Balance Policy to utilize excess unassigned fund balance – a total of \$3.2 million (\$2.5M to capital projects and \$714k to vehicle replacement).
2. Transfer to the Self Insurance General Liability fund totaling \$2.6 million to cover over \$3.1 million in claims and settlements paid.

PROPOSED BUDGET AMENDMENT

The original adopted General Fund budget for FY 2022-23 was for \$79,433,063 expenditures. The second quarter budget amendment had a positive net impact on the General Fund of \$45,100. The third quarter budget amendment had a positive net impact on the General Fund of \$3,050. While \$3,054,260 in expenditures is proposed to be added, the fourth quarter budget amendment has a positive net impact to the general fund of \$345,751. Table 5 outlines the proposed amendment.

Table 5: Summary of Proposed GF Budget Amendment

Department	Current Budget	Requested BA	Amended Budget
Administration	2,661,699	259,500	2,921,199
City Clerk	586,103	61,100	647,203
Community Development	4,566,416	0	4,566,416
Finance	2,398,716	0	2,398,716
Fire	21,683,472	27,600	21,711,072
Human Resources	854,232	130,000	984,232
Police	28,508,492	896,500	29,404,992
Public Services	6,295,545	0	6,295,545
Transfers Out	20,415,113	1,679,560	22,094,673
Grand Total	87,969,788	3,054,260	91,024,048

The proposed General Fund budget amendment totals \$3,054,260 and includes the following:

1. **Administration (\$259,500):** Salaries and benefits are proposed to be increased as well as legal fees to compensate for the increase in the City Attorney contract.
2. **City Clerk (\$61,100):** A total of \$61,100 is proposed to be added for the city election.
3. **Fire (\$27,600):** A total of \$27,000 is proposed to be added to Fire overtime.
4. **Human Resources (\$130k):** Funding is proposed to be added to fund the influx of legal services.
5. **Police (\$896,500):** Appropriations are proposed to be increased by \$896k for salaries and benefits and fuel charges.
6. **Transfers Out (\$1,679,560):** A transfer from the General Fund is proposed to the Sportsplex Fund (\$94,080), General Liability Fund (\$2,672,110), Equitable Sharing, Treasury Fund (\$42,230) to cover expenses in a prior year that were recently deemed to be ineligible, and Successor Agency Fund (\$71,140) to cover expenses in a prior year that were denied on the ROPS. These increases are offset by a decrease to the capital projects fund (\$400k) and debt service fund (\$800k).

ENTERPRISE FUND (FUND 375)

This fund accounts for the computer services provided by the Police Department to other public safety agencies for a fee. The programs are marketed to both public and private agencies. The Police Department also utilizes these products and services. The fund ended the year within its budget.

Table 6: Police Enterprise Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue	645,080	682,138	105.7%
Expenditures	731,831	682,697	93.3%
Revenue Less Expenditures	(86,751)	(559)	

SPORTSPLEX (FUND 242)

This fund accounts for activity at the West Covina Sportsplex, a recreation facility which amenities include softball fields, a pavilion, playgrounds, and restaurants. Budget versus actual comparisons for both revenue and expenditures for the Sportsplex are presented in Table 7 below. The Sportsplex ended the year with revenue less expenditures of \$4,048.

Table 7: Sportsplex Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue			
Transfers In	429,583	523,661	121.9%
Charges for Services	326,000	104,312	32.0%
Use of Money & Property	81,930	91,784	112.0%
Other Revenues	5,900	900	15.3%
Revenue Total	843,413	720,657	
Expenditures			
Materials & Services	526,035	476,318	90.5%
Salaries & Benefits	306,378	232,548	75.9%
Capital	11,000	7,743	70.4%
Expenditures Total	843,413	716,609	
Revenue less Expenditures	0	4,048	

OTHER FUNDS

Table 8 shows budget versus actuals for other funds:

Table 8: Other Funds Budget vs. YTD Actuals

Fund Grouping	Current Budget	YTD Actual	%
Assessment Districts			
Revenue	4,266,660	4,334,252	101.6%
Expenditures	5,329,809	3,731,883	70.0%
Capital Project Funds			
Revenue	3,710,600	3,203,234	86.3%
Expenditures	9,780,091	2,175,839	22.2%
CDBG			
Revenue	2,284,395	512,934	22.5%
Expenditures	2,420,512	440,404	18.2%
CFD			
Revenue	777,400	1,370,629	176.3%
Expenditures	5,202,421	105,263	2.0%
Debt Service			
Revenue	15,446,948	15,476,745	100.2%
Expenditures	15,258,000	15,369,469	100.7%
Gas Tax			
Revenue	3,063,915	2,760,852	90.1%
Expenditures	4,413,790	3,267,834	74.0%
Grant Funds			
Revenue	11,417,277	3,792,308	33.2%
Expenditures	24,973,574	3,331,696	13.3%
Health Department			
Expenditures	0	0	100.0%
Housing Authority			
Revenue	22,790	446,194	1957.8%
Expenditures	1,139,103	869,846	76.4%
Internal Service Funds			
Revenue	7,588,952	10,922,720	143.9%
Expenditures	5,299,046	9,310,017	175.7%
Metro Funds			
Revenue	7,561,700	9,404,960	124.4%
Expenditures	10,206,930	6,323,299	62.0%
Other SR Funds			
Revenue	4,618,939	8,970,695	194.2%
Expenditures	9,306,631	5,422,560	58.3%
SB1			
Revenue	2,989,658	3,109,512	104.0%
Expenditures	6,107,106	3,691,173	60.4%
Sewer Maintenance			
Revenue	3,769,530	4,405,980	116.9%
Expenditures	7,651,997	2,627,591	34.3%
Successor Agency			
Revenue	13,002,110	3,611,691	27.8%
Expenditures	1,682,558	2,239,561	133.1%

Other Funds	Current Budget	Requested BA	Amended Budget
Equitable Sharing-US Treas (118)			
Revenue	0	42,230	42,230
Transportation Development Act (128)			
Revenue	70,000		70,000
Expenditures	140,000	10	140,010
Used Oil Block Grant (149)			
Expenditures	14,700	26,370	41,070
COPS/SLESF (155)			
Revenue	271,130		271,130
Expenditures	689,305	15,000	704,305
CRV Recycling Grant (158)			
Revenue	28,000	26,370	54,370
Expenditures	28,000	4,480	32,480
Capital Projects (160)			
Revenue	2,924,000	(400,000)	2,524,000
Expenditures	7,719,307		7,719,307
PDF A - Del Norte (170)			
Expenditures	30,000	3,375	33,375
PDF D Walmerado-Cam. (173)			
Revenue	30,020	3,375	33,395
Expenditures	339,218	6,425	345,643
WC Community Svcs Foundation (220)			
Revenue	109,562		109,562
Expenditures	398,835	168,000	566,835
Measure M (235)			
Revenue	1,539,700		1,539,700
Expenditures	2,520,225	(99,999)	2,420,226
CA Bureau of State Comm. Corr. (239)			
Expenditures	-	1	1
Sportsplex (242)			
Revenue	843,413	94,080	937,493
Expenditures	843,413		843,413
Debt Service - City (300)			
Revenue	15,446,948	(800,000)	14,646,948
Expenditures	15,258,000	113,000	15,371,000
Self Insurance General/Auto Liab (361)			
Revenue	2,201,600	2,422,110	4,623,710
Expenditures	1,650,000	3,153,000	4,803,000
Self-Insurance Workers' Comp (363)			
Revenue	1,375,395	250,000	1,625,395
Expenditures	1,378,000	1,400,000	2,778,000
Redevelopment Obligation Ret. (810)			
Revenue	13,002,110	71,140	13,073,250
Expenditures	1,432,558	2,003,610	3,436,168
Successor Agency Admin. (815)			
Revenue	0	250,000	250,000
Expenditures	250,000		250,000

In addition to the proposed amendments in the General Fund, the following is recommended:

- 1. Amendments to true up Grant Funds:** Based on preliminary analysis of all funds, the following grant funds exceeded budgeted expenditures but are still within their eligible allowance: Used Oil Block Grant Fund 149 (\$26,370), COPS/SELF Grant Fund 155 (\$15,000), CRV Recycling Grant Fund 158 (\$4,480), and CA Board of State Comm Corrections Fund 239 (\$1).
- 2. Self-Insurance General/Auto Liability Fund 361 (\$3,153,000) and Workers' Compensation Fund 363 (\$1,400,000):** The City had an extraordinary year in claims and settlements. Appropriations are proposed to be increased accordingly.
- 3. Debt Service Fund 300 (\$113,000):** Appropriations are proposed to be increased to reflect an extra debt service payment made to the lease purchase agreements from the excess proceeds from the energy projects.
- 4. Community Services Foundation Fund 220 (\$168,000):** Additional funding for special events added throughout the fiscal year.
- 5. PDF Funds 170 and 173:** Walmardo Park Improvements (Project No. 22026) came in slightly over budget by (\$6,425). A transfer of \$3,375 is proposed from PDF A, Fund 170 to cover the overage,
- 6. Successor Agency Fund 810:** Appropriations for the Successor Fund are proposed to be increased to reflect the approved Recognized Obligation Payment Schedule (ROPS) (\$2,003,610).
- 7. Measure M, Fund 235 (\$99,999):** Removed duplicate project (#23013) for Citrus Avenue Rehab.

FOR MORE INFORMATION

This summary report is derived from detailed financial information generated by the City's Finance Department. Additional financial information is available online at www.westcovina.org.

RESOLUTION NO. 2023-79

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, ADOPTING A
BUDGET AMENDMENT FOR THE FISCAL YEAR
COMMENCING JULY 1, 2022 AND ENDING JUNE 30,
2023 (FOURTH QUARTER FINANCIAL REPORT)**

WHEREAS, on April 19, 2022, the City Manager presented to the City Council a proposed budget for Fiscal Year 2022-23 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, following the initial presentation of the proposed budget for Fiscal Year 2022-23, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 7, 2022, the City Council adopted a budget for the 2022-2023 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2023-021, attached hereto as Exhibit A, for Fiscal Year 2022-23.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 17th day of October, 2023.

Rosario Diaz
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-79 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of October, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

Exhibit A

City of West Covina Fiscal Year 2022-23 Budget Amendment No. 2023-021 Fourth Quarter Financial Report

Fund Name (No.)	Current Budget	Proposed Amendment	Amended Budget
<u>General Fund (110)</u>			
Revenue	83,094,008	3,400,011	86,494,019
Expenditures	87,969,788	3,054,260	91,024,048
Revenue Less Expenditures	-\$4,875,780	\$345,751	-\$4,530,029
<u>Capital Projects (160)</u>			
Revenue	2,924,000	-400,000	2,524,000
Expenditures	7,719,307	0	7,719,307
Revenue Less Expenditures	-\$4,795,307	-\$400,000	-\$5,195,307
<u>CA Bureau of State Comm. Corr. (239)</u>			
Revenue	0	0	0
Expenditures	0	1	1
Revenue Less Expenditures	\$0	-\$1	-\$1
<u>COPS/SLESF (155)</u>			
Revenue	271,130		271,130
Expenditures	689,305	15,000	704,305
Revenue Less Expenditures	-\$418,175	-\$15,000	-\$433,175
<u>CRV Recycling Grant (158)</u>			
Revenue	28,000	26,370	54,370
Expenditures	28,000	4,480	32,480
Revenue Less Expenditures	\$0	\$21,890	\$21,890
<u>Debt Service - City (300)</u>			
Revenue	15,446,948	-800,000	14,646,948
Expenditures	15,258,000	113,000	15,371,000
Revenue Less Expenditures	\$188,948	-\$913,000	-\$724,052
<u>Measure M (235)</u>			
Revenue	1,539,700		1,539,700
Expenditures	2,520,225	-99,999	2,420,226
Revenue Less Expenditures	-\$980,525	\$99,999	-\$880,526
<u>PDF A - Del Norte (170)</u>			
Revenue	0	0	0
Expenditures	30,000	3,375	33,375
Revenue Less Expenditures	-\$30,000	-\$3,375	-\$33,375

Fund Name (No.)	Current Budget	Proposed Amendment	Amended Budget
<u>PDF D Walmerado-Cam. (173)</u>			
Revenue	30,020	3,375	33,395
Expenditures	339,218	6,425	345,643
Revenue Less Expenditures	-\$309,198	-\$3,050	-\$312,248
<u>Redevelopment Obligation Ret. (810)</u>			
Revenue	13,002,110	71,140	13,073,250
Expenditures	1,432,558	2,003,610	3,436,168
Revenue Less Expenditures	\$11,569,552	-\$1,932,470	\$9,637,082
<u>Retirement Health Savings Plan (368)</u>			
Revenue	400	0	400
Expenditures	0	3,900	3,900
Revenue Less Expenditures	\$400	-\$3,900	-\$3,500
<u>Self-Insurance General/Auto Liab (361)</u>			
Revenue	2,201,600	2,422,110	4,623,710
Expenditures	1,650,000	3,153,000	4,803,000
Revenue Less Expenditures	\$551,600	-\$730,890	-\$179,290
<u>Self-Insurance Workers' Comp (363)</u>			
Revenue	1,375,395	250,000	1,625,395
Expenditures	1,378,000	1,400,000	2,778,000
Revenue Less Expenditures	-\$2,605	-\$1,150,000	-\$1,152,605
<u>Sportsplex (242)</u>			
Revenue	843,413	94,080	937,493
Expenditures	843,413	0	843,413
Revenue Less Expenditures	\$0	\$94,080	\$94,080
<u>Successor Agency Admin. (815)</u>			
Revenue	0	250,000	250,000
Expenditures	250,000	0	250,000
Revenue Less Expenditures	-\$250,000	\$250,000	\$0
<u>Transportation Development Act (128)</u>			
Revenue	70,000	0	70,000
Expenditures	140,000	10	140,010
Revenue Less Expenditures	-\$70,000	-\$10	-\$70,010
<u>Used Oil Block Grant (149)</u>			
Revenue	0	0	0
Expenditures	14,700	26,370	41,070
Revenue Less Expenditures	-\$14,700	-\$26,370	-\$41,070

Fund Name (No.)	Current Budget	Proposed Amendment	Amended Budget
<u>WC Community Services Foundation (220)</u>			
Revenue	109,562	0	109,562
Expenditures	398,835	168,000	566,835
Revenue Less Expenditures	-\$289,273	-\$168,000	-\$457,273
<u>Equitable Sharing-US Treas (118)</u>			
Revenue	0	42,230	42,230
Expenditures	0	0	0
Revenue Less Expenditures	\$0	\$42,230	\$42,230



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: CONSIDERATION OF 2023-24 OFFICE OF TRAFFIC SAFETY (OTS) GRANT

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Accept the 2023-24 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) reimbursable grant (#PT24218), and authorize the Acting City Manager and staff designees to execute all grant related documents, in such form as approved by the City Attorney; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2023-78 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (2023-2024 OFFICE OF TRAFFIC SAFETY GRANT)

DISCUSSION:

The Police Department applied for and obtained a competitive grant from the State of California, Office of Traffic Safety (OTS), through the Selective Traffic Enforcement Program (STEP). The overall goal of this grant is to reduce fatal and injury collisions in West Covina by funding special enforcement mobilizations identified by OTS as best practice strategies. These include saturation patrols, sobriety checkpoints, and traffic enforcement operations that target problematic locations. Most of this grant is comprised of sworn officer overtime, with a small portion for mandatory training and supplies.

This is a reimbursable grant, contributing \$63,000 exclusively for the project activities, between October 1, 2023 and September 30, 2024. These funds cannot be used for other purposes or to supplant existing law enforcement funding.

LEGAL REVIEW:

The City Attorney's Office has reviewed the grant agreement and resolution and approved them as to form.

Prepared by: Alex Houston, Police Administrative Services Manager

Additional Approval: Tony Cortina, Acting Chief of Police

Fiscal Impact

FISCAL IMPACT:

The City will receive \$63,000 in reimbursement funds from OTS during the grant period. As detailed in the proposed budget amendment, staff is recommending an expenditure appropriation of this amount and a balancing revenue appropriation in Fund 207. There is no impact to the City's General Fund.

Fund 207	Current FY2023-24 Budget	Proposed Amendment	Amended FY2023-24 Budget
Beginning Fund Balance	0		0
Revenue	0	63,000	63,000
Expenditures	0	63,000	63,000
Revenue Less Expenditures	\$0	\$0	\$0
Ending Fund Balance	\$0		\$0

Attachments

Attachment No. 1 - Grant Agreement PT24218

Attachment No. 2 - Resolution No. 2023-78

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY West Covina	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT West Covina Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$63,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)• Exhibit A – Certifications and Assurances• Exhibit B* – OTS Grant Program Manual• Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Steve Spagon TITLE: Sergeant EMAIL: sspagon@wcpd.org PHONE: (626) 939-8513 ADDRESS: 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Paulina Morales TITLE: Acting City Manager EMAIL: pmorales@westcovina.org PHONE: (626) 939-8401 ADDRESS: 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)
C. FISCAL OFFICIAL NAME: Alex Houston TITLE: Admin. Services Manager EMAIL: ahouston@wcpd.org PHONE: 626-939-8536 ADDRESS: 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu</p> <p>ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: zhhflmkmzk11</p> <p>REGISTERED</p> <p>ADDRESS: 1444 W. Garvey Ave. S.</p> <p>CITY: West Covina</p> <p>ZIP+4: 91790</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$63,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$63,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				\$63,000.00		

1. PROBLEM STATEMENT

With a population of about 110,000, the City of West Covina lies in the heart of the San Gabriel Valley (eastern Los Angeles County). Encompassing 17 square miles, the City is a mix of residential and retail-shopping areas, right off of the Interstate 10 freeway. West Covina houses the major shopping mall in the region (the Plaza at West Covina), over two dozen schools, and several other areas with traffic concerns. The Interstate 10 Freeway (the San Bernardino Freeway) covers the northern end of the city. Vehicle traffic to and from the I-10 congests several major feeder streets, especially during commute hours. West Covina encompasses 225 miles of road, making the City particularly dense in terms of vehicular traffic.

In 2022, West Covina experienced 6 deaths caused by traffic crashes, and 409 injuries caused by traffic crashes. West Covina Police made 62 DUI arrests in 2022, and there were 2 traffic deaths involving alcohol/drugs and 72 traffic injuries involving alcohol/drugs. Two Pedestrians were killed, and 358 pedestrians were injured in 2022. In the first half of federal fiscal year 2022-23, West Covina experienced 3 traffic deaths and 235 traffic injuries. Twenty-two of those injuries involving alcohol, and 26 were during the night-time. West Covina's primary crash factors, contributing to both fatalities and injuries, are speeding, turn violations, and left/u-turn violations. In 2022, there were 69 speed related traffic crashes, and West Covina Police issued 1,181 speeding citations.

West Covina currently faces a range of traffic problems and lacks the staffing to fully address them. In 2007-2008, the West Covina Police Department had 127 sworn positions. The subsequent years saw recession driven local revenue declines and state revenue takeaways, resulting in unprecedented reductions in City services and staffing, leaving the Police Department currently with only 100 sworn positions. The Traffic Unit was cut from 8 positions to 3 (including a supervisor) and targeted traffic enforcement efforts consequently fell. As detailed in the Traffic Data Summary section, certain traffic problems are of specific concern. Chief among these are fatal and injury crashes at night. A grant from OTS to fund overtime for targeted enforcement activities (at the times and locations revealed by data analysis) will help address these traffic problems, serving all residents and travelers across the entire City of West Covina.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

Target Number

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	12
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	9
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	1
10. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
3. METHOD OF PROCEDURE A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year) <ul style="list-style-type: none"> The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. All training needed to implement the program should be conducted in the first quarter. All grant related purchases needed to implement the program should be made in the first quarter. In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. 	

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.

- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$38,000.00
402PT-24	20.600	State and Community Highway Safety	\$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-24	\$8,000.00	2	\$16,000.00
DUI Saturation Patrols	164AL-24	\$1,400.00	12	\$16,800.00
Benefits for 164AL OT @ 11.55%	164AL-24	\$32,800.00	1	\$3,788.00
Traffic Enforcement	402PT-24	\$1,400.00	9	\$12,600.00
Distracted Driving	402PT-24	\$1,400.00	1	\$1,400.00
Pedestrian and Bicycle Enforcement	402PT-24	\$1,400.00	2	\$2,800.00
Night-time Click It Or Ticket	402PT-24	\$1,400.00	1	\$1,400.00
Traffic Safety Education	402PT-24	\$500.00	2	\$1,000.00
Benefits for 402PT OT @ 11.55%	402PT-24	\$19,200.00	1	\$2,218.00
Category Sub-Total				\$58,006.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	\$3,582.00	1	\$3,582.00
				\$0.00
Category Sub-Total				\$3,582.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-24	\$1,412.00	1	\$1,412.00
Category Sub-Total				\$1,412.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$63,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits for 164AL OT @ 11.55% - Benefit breakdown:

Workers compensation 10%

Medicare 1.45%

Unemployment 0.1%

Total benefits 11.55%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

Benefits for 402PT OT @ 11.55% - Benefit breakdown:

Workers compensation 10%

Medicare 1.45%

Unemployment 0.1%

Total benefits 11.55%

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

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EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

INDIRECT COSTS

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STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to all subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

RESOLUTION NO. 2023-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (2023-2024 OFFICE OF TRAFFIC SAFETY GRANT)

WHEREAS, on April 18, 2023, the City Manager presented to the City Council a proposed budget for Fiscal Year 2023-24 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, following the initial presentation of the proposed budget for Fiscal Year 2023-24, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 6, 2023, the City Council adopted a budget for the 2023-2024 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2024-03, attached hereto as Exhibit A, for Fiscal Year 2023-24.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 17th day of October, 2023.

Rosario Diaz
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-78 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of October, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

Exhibit A

City of West Covina

Fiscal Year 2023-24

Budget Amendment No. 2024-03

2023-2024 Office of Traffic Safety Grant

Fund	Current Budget	Proposed Amendment	Amended Budget
207 - OTS Grants			
Revenue	\$ 0	\$ 63,000	\$ 63,000
Expenditures	\$ 0	\$ 63,000	\$ 63,000
Revenue Less Expenditures	\$ 0	\$ 0	\$ 0



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE

RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD), in substantially the form as attached and in such final form as approved by the City Attorney.

BACKGROUND:

After data reporting was required by Congress in 1974, the Federal Transit Administration's (FTA) NTD was set up to be the repository of data about the financial, operating, and asset conditions of American transit systems. The NTD records the financial, operating, and asset conditions of transit systems, helping to keep track of the industry and provide public information and statistics. The NTD is designed to support local, state and regional planning efforts and help governments and other decision-makers make multi-year comparisons and perform trend analyses. It contains a wealth of information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

FTA uses NTD data to apportion funding to urbanized and rural areas in the United States. Transit agencies report data on a number of key metrics including Vehicle Revenue Miles (VRM), Vehicle Revenue Hours (VRH), Passenger Miles Traveled (PMT), Unlinked Passenger Trips (UPT), and Operating Expenses (OE).

On November 14, 1980, the voters of the County of Los Angeles approved Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes. At its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data. Annually, data collected by the City's transit contractor is reported by staff to the NTD.

DISCUSSION:

At its June 24, 2021 Board meeting, LACMTA approved the Fiscal Year (FY) 2022-23 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2020-21. Based on its participation in the program, West Covina may invoice LACMTA in the amount of \$217,807 in Proposition A Incentive funds. These Proposition A Incentive funds are separate from the Proposition A funds that are used for the annual Fund Exchange.

This amount is determined by the amount of Vehicle Revenue Miles and the FTA Unit Rate of \$0.56852457757242847. Vehicle Revenue Miles are the miles a vehicle travels while in revenue service. This excludes travel to and from storage facilities, training operators prior to revenue service, road tests and deadhead travel, as well as school bus and charter services. Also included in this amount is a one-time allocation of ARPA Act equivalent Program Funds in the amount of \$104,328. These funds are intended to support transit programs impacted by the COVID-19 pandemic.

Except for Fund Exchange, Proposition A Incentive funds may be used for all other regular Proposition A-eligible transportation activities.

LEGAL REVIEW:

The City Attorney's Office will review and approve the agreement as to form prior to execution.

Prepared by: Kelly McDonald, Public Services Manager

Fiscal Impact**FISCAL IMPACT:**

Once the memorandum of understanding is executed, the City may invoice for payment in the amount of \$217,807. The funds will be deposited in Fund 120 - Proposition A Discretionary.

Attachments

Attachment No. 1 - MOU with LACMTA - Prop A Incentive NTD Voluntary

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

MOUPAIWECO23000

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2021**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2023 by and between Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of West Covina (the “City”).

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency’s reported data; and

WHEREAS, at its June 24, 2021 meeting, LACMTA approved the Fiscal Year FY 2022-23 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2020-21; and

WHEREAS, the City has voluntarily submitted their FY2020-21 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2020-21 Report Year (the “Project”); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2022-23 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **May 1, 2023**, through **June 30, 2026** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2020-21 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2020-21 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2021**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2020-21 NTD statistics. LACMTA shall pay the City for submitting the FY 2020-21 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City’s motor bus service, LACMTA shall pay an amount equal to the 167,140 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.56852457757242847 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 32,463 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.56852457757242847 per revenue vehicle mile. See Attachment A for detail.

ARPA ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$104,328 in ARPA Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2026**, in the amount of **\$217,807** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIWECO23000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
- 7.1 City's Address:
West Covina
1444 W. Garvey Ave. South
West Covina, CA 91790
Attn: Kelly McDonald
KMcdonald@westcovina.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of West Covina

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Legal Counsel

DAWYN R. HARRISON
County Counsel

By: 
Deputy

Date: _____

Date: 8/25/23

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	\$ from VRM	\$from OPCOST	Total Generated	Total (\$)Due to Jurisd Before Tier 2 Deduction	Tier II Operator Deduction	ARPA Allocation Amount	Total (\$)Due to Jurisdiction
Glendale	MB	802,412	91,653	1,828,547	781,940	8,888,224	456,190.94	1,570	\$ 457,760	457,760	(50,864)	303,901	710,798
Pasadena	MB	721,701	70,280		1,759,735	6,017,984	410,304.76	11,740	\$ 422,045	422,045	(46,895)	302,275	677,425
LADOT COMMUNITY DASH	MB	3,933,868	306,203	4,816,987	5,890,826	41,955,907	2,236,501	18,871	\$ 2,255,372	2,255,372	(258,914)		1,996,457
LADOT DEPARTMENT OF AGING	DR	147,266	28,555	105,917	374,965	4,247,161	83,724	755	\$ 84,480	84,480			84,480
Total LADOT		4,081,134	334,758	4,922,904	6,265,791	46,203,068	2,320,225	19,627	\$ 2,339,851	\$ 2,339,851			\$ 2,080,937
Total NTD 5307 Funds		5,605,247	496,691	6,751,451	8,807,466	61,109,276	3,186,721	32,936	3,219,657	3,219,657	(356,674)		3,469,160
FY23 Revenue Mile Rate		0.5685246											
FY23 Passenger Mile Rate		0.0228161											

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY21
Using FY23 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	ARPA Allocation	Total (\$)Due to Jurisdiction	
Alhambra	MB	8	174,548	99,234.83		123,984	223,219	
Alhambra	DR	7	65,562	37,273.61			37,274	
Artesia	DR (DT)	5	3,067	1,743.66		5,744	7,488	
Azusa	DR	6	39,334	22,362.35		43,058	65,421	
Baldwin Park	MB	6	213,561	121,414.68		106,057	227,472	
Baldwin Park	DR	2	18,695	10,628.57			10,629	
Bell	MB	1	30,952	17,596.97		25,536	43,133	
Bell	DR	9	12,370	7,032.65			7,033	
Bellflower	MB	2	72,260	41,081.59		44,082	85,164	
Bellflower	DR	2	9,946	5,654.55			5,655	
Bell Gardens	MB	3	9,360	5,321.39		67,785	73,107	
Bell Gardens	DR	3	3,550	2,018.26			2,018	
Burbank	MB	14	209,767	119,257.70	(23,294)	121,213	217,176	
Calabasas	MB	11	19,026	10,816.75		58,950	69,767	
Calabasas	DR	1	13,375	7,604.02			7,604	
Carson	MB	7	-	-			-	
Carson	DR	15	48,004	27,291.45		201,215	228,507	
Cerritos	MB	5	102,412	58,223.74		109,430	167,653	
Cerritos	DR	10	27,863	15,840.80			15,841	
Compton	MB	5	201,645	114,640.14		59,542	174,182	
Compton	DR	2	262	148.95			149	
Covina	DR	4	35,933	20,428.79		28,025	48,454	
Cudahy	MB	1	34,666	19,708.47		25,383	45,091	
Cudahy	DR	5	12,671	7,203.77			7,204	
Downey	MB	7	98,124	55,785.91		91,941	147,727	
Downey	DR	16	28,537	16,223.99			16,224	
Duarte	MB	2	DID NOT REPORT F	-			-	
El Monte	MB	7	220,080	125,120.89		139,311	264,432	
El Monte	DR	6	40,988	23,302.69			23,303	
Glendora	MB	3	30,216	17,178.54		84,874	102,052	
Glendora	DR	10	40,953	23,282.79			23,283	
Huntington Park	MB	5	143,351	81,498.57		98,850	180,349	
Huntington Park	DT	13	49,741	28,278.98			28,279	
LACDPWAvocado	MB	1	39,443	22,424.31	384,520	17,928	424,872	#####
LACDPWELA	MB	6	240,616	136,796.11		146,701	283,497	
LACDPWELA	DR	7	21,761	12,371.66			12,372	
LACDPWEast Valinda	MB	1	44,071	25,055.45		20,174	45,230	
LACDPWKing Medical	MB	1	38,912	22,122.43		16,171	38,294	
LACDPWWillowbrook Shuttle	MB	2	81,466	46,315.42		37,660	83,976	
LACDPWS.Whittier	MB	4	214,948	122,203.22		93,642	215,846	
LACDPWAthens	MB	1	35,798	20,352.04		16,882	37,234	
LACDPWLennox	MB		33,598	19,101.29		13,227	32,329	
LACDPWFloranceFirestone	MB	2	58,251	33,117.13		22,134	55,251	
Lakewood	DR	12	43,500	24,730.82		28,689	53,420	
Lawndale	MB	2	DID NOT REPORT F	-			-	
Lynwood	MB	4	147,147	83,656.69		62,365	146,022	
Malibu	DT	9	4,972	2,826.70		6,786	9,613	
ManhattanBeach	DR	4	15,507	8,816.11		22,437	31,253	
Maywood	MB	2	27,586	15,683.32		26,242	41,925	
Maywood	DR	2	18,912	10,751.94			10,752	
MontereyPark	MB	6	-	-			-	
MontereyPark	DR	3	12,957	7,366.37		111,576	118,942	
Pico Rivera	DR	3	6,739	3,831.29		9,497	13,328	
Rosemead	MB	2	110,762	62,970.92		80,604	143,575	
Rosemead	DR	3	23,337	13,267.66			13,268	
Santa Fe Springs	DR	2	8,751	4,975.16		9,191	14,166	
South Gate	MB	5	114,125	64,882.87		162,051	226,934	
South Gate	DT	9	107,991	61,395.54			61,396	
SouthPasadena	DR	5	14,995	8,525.03		16,319	24,844	
WestCovina	MB	4	167,140	95,023.20		104,328	199,351	
WestCovina	DR	4	32,463	18,456.01			18,456	
West Hollywood	MB	4	116,405	66,179		52,393	118,572	
Total		313	3,676,567	2,090,219	361,226		5,029,603	
FY23 Revenue Mile Rate		0.568524578						



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

**SUBJECT: CONSIDERATION OF THE WEST COVINA COMMUNITY SERVICES FOUNDATION
FISCAL YEAR 2022-2023 ANNUAL REPORT**

RECOMMENDATION:

It is recommended that the Board of Directors of the West Covina Community Services Foundation receive and file this report.

BACKGROUND:

On February 1, 2005, the City of West Covina authorized the formation of the West Covina Community Services Foundation (Foundation), a California Public Benefit Corporation. According to the bylaws (Attachment No. 1), the Foundation was organized for charitable purposes to "provide services beneficial to the public interest by seeking to offer, improve, or expand services that enhance the quality of life for residents."

The Foundation does this by receiving gifts of funds from donors for specific purposes (i.e., 4th of July Celebration, Summer Concerts, etc.). In addition, funds are raised to provide new recreational opportunities, increase public safety services, preserve City equipment and facilities, and the pursuit of other benefits of public interest. The Foundation also allows the City to be more competitive when seeking grant funding to help provide such services.

The Foundation's Board of Directors consists of the West Covina City Council, with the Mayor as the Chairperson of the Board and the Mayor Pro Tem as the Vice Chairperson of the Board. The City Manager serves as the Foundation's President, City Clerk as the Secretary, and Finance Director as the Chief Financial Officer.

The Foundation received its Internal Revenue Service tax deductible 501(c)3 status on June 16, 2006 (Tax ID # 43-2085596).

DISCUSSION:

Pursuant to the bylaws, the Board of Directors is required to cause an annual report to be furnished no later than one hundred and twenty (120) days after the close of the Foundation's fiscal year (June 30) to all Directors of the Foundation. The annual report is required to contain the following information:

- The assets and liabilities, including the trust funds, of the Foundation at the end of the fiscal year;
- The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- The revenue or receipts of the Foundation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- The expenses or disbursements of the Foundation, for both general and unrestricted purposes, for the fiscal year.

The annual report must be accompanied by either a report of independent accountants or a certificate of an authorized officer of the Foundation that such statements were prepared without audit from the books and records of the Foundation.

The Finance Department is responsible for monitoring and preparing the Foundation's Annual Report. The funds are also listed in the City's Adopted Budget each year. The FY 2022-2023 Annual Report is included as Attachment No. 2.

Prepared by: Kelly McDonald, Public Services Manager

Additional Approval: Stephanie Sikkema, Finance Director

Fiscal Impact**FISCAL IMPACT:**

Attached to this report is a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance for the Foundation for Fiscal Year 2022-23 (Attachment No. 2). The report shows that a cumulative total of \$213,475 in revenues were collected and \$427,382 in funds were expended. As of June 30, 2023, the Foundation has a fund balance of \$76,762. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit.

Revenues have been collected in a variety of ways. Donations are received from businesses and residents wanting to donate for a special cause or program (i.e., Veterans Memorial, Police Wall of Honor, Fire Explorer Program, Senior Services, Special Events, etc.). Funds raised at community events are also set aside in the Foundation to offset the costs of offering those individual programs (i.e., sponsorships at Summer Concerts, Spring Festival, etc.). Donated funds are utilized for the projects and programs identified prior to any City General Fund dollars being utilized. Without these donations, many of these programs and events might not have happened, because of the impact on the City's General Fund.

Attachments

Attachment No. 1 - Bylaws of West Covina Community Services Foundation

Attachment No. 2 - Annual Report

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

**BYLAWS
OF
West Covina Community Services Foundation, Incorporated
A CALIFORNIA PUBLIC BENEFIT CORPORATION**

**ARTICLE 1
NAME**

The name of this corporation is "West Covina Community Services Foundation, Incorporated."

**ARTICLE 2
OFFICES**

SECTION 1. PRINCIPAL OFFICE

The principal office of the Corporation for the transaction of its business is West Covina City Hall, 1441 West Garvey Avenue, West Covina, 91790 located in Los Angeles County, California.

SECTION 2. OTHER OFFICES

The Corporation may also have subordinate offices at such other places, within the city of West Covina, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.

**ARTICLE 3
PURPOSES**

SECTION 1. OBJECTIVES AND PURPOSES

This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The primary objectives and purposes of this Corporation shall be:

- (1) To provide services beneficial to the public interest by seeking to offer, improve, or expand services that enhance the quality of life for residents including, but not limited to:

- a. Recreational opportunities for residents, i.e., hiking, walking, and equestrian trails, aquatics, sports, parks and open space, classes, etc.;
 - b. Public safety services, i.e., police and fire services to residents;
 - c. Social services, i.e., nutritious meals for seniors and youth, case management, counseling, etc., for residents; and
 - d. Building and improving City facilities and infrastructure.
- (2) Preservation of buildings, structures, documents, etc., of historical significance to the community.
- (3) To qualify and be more competitive when seeking to acquire grant funding to help provide such services to residents and in this way mitigate the financial impact to the City government.
- (4) To receive gifts of funds for specific purposes.
- (5) To pursue any other opportunities available that would benefit the public interest.

ARTICLE 4 DIRECTORS

SECTION 1. NUMBER

The Corporation shall have five (5) directors and collectively they shall be known as the Board of Directors. The Board of Directors shall consist of the members of the West Covina City Council. The number and requirement that the Directors be City Councilmembers may be changed by amendment of this Bylaw, or by repeal of this Bylaw and adoption of a new Bylaw, as provided in these Bylaws.

SECTION 2. POWERS

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the Articles of Incorporation and Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this Corporation, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors. Unless otherwise provided pursuant to amendment of these bylaws, voting rights in this Corporation shall remain vested solely in the Board of Directors.

SECTION 3. DUTIES

It shall be the duty of the Directors to:

- (1) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this Corporation, or by these Bylaws;
- (2) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties, of all officers, agents and employees of the Corporation;
- (3) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (4) Meet at such times and places as required by these Bylaws;
- (5) Register their addresses with the Secretary of the Corporation and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

SECTION 4. DESIGNATION OF CHAIRPERSON AND VICE CHAIRPERSON.

The Mayor shall serve as the Chairperson of the Board during his or her term as Mayor, or until he or she resigns or is otherwise disqualified to serve, whichever occurs first. However, should the Mayor wish that another Board Member replace him or her the as Chairperson, then the Board shall elect another Board Member as the Chairperson. The Mayor Pro-Tem shall serve as the Vice Chairperson of the Board during his or her term as Mayor Pro-Tem, or until he or she resigns or is otherwise disqualified to serve, whichever occurs first. However, should the Mayor Pro-Tem wish that another Board Member replace him or her the as Vice Chairperson, then the Board shall elect another Board Member as Vice Chairperson. At no time shall the same person serve concurrently as Chairperson and the Vice Chairperson of the Board.

SECTION 5. DUTIES OF CHAIRPERSON OF THE BOARD

The Chairperson shall supervise and manage/direct the affairs of the Corporation. He or she shall perform all duties incident to his or her position as Chairperson and such other duties as may be required by law, by the Articles of Incorporation or the Bylaws, or which may be prescribed from time to time by the Board of Directors. The Chairperson shall preside at all meetings of the Board. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the Corporation, execute such

deeds, mortgages, bonds, contracts, checks or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 6. DUTIES OF VICE CHAIRPERSON OF THE BOARD

In the absence of the Chairperson, or in the event of his or her inability to or refusal to act, the Vice Chairperson shall perform all the duties of the Chairperson and when so acting shall have all the powers of, and be subject to all the restrictions of the Chairperson. The Vice Chairperson shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these bylaws, or as may be prescribed by the Board of Directors.

SECTION 7. TERMS OF OFFICE

The term of office for each Director shall run concurrently with his or her term of office on the City Council.

SECTION 8. PLACE OF MEETINGS

Meetings shall be held at the principal office of the Corporation unless otherwise provided in these Bylaws or at such place within the City of West Covina, which has been designated from time to time by resolution of the Board of Directors.

SECTION 9. REGULAR AND ANNUAL MEETINGS

Regular meetings of the Board of Directors shall be held, as needed, on the first and/or third Tuesday of each month at 7:00 PM, to coincide with City Council Meetings. The annual meeting of the Board of Directors shall coincide with the annual meeting at which the City Council adopts the fiscal year budget.

SECTION 10. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson of the Board of Directors, or by any two Directors, and such meetings shall be held at the place, within the City of West Covina, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the Corporation.

SECTION 11. NOTICE OF MEETINGS

Noticing of all meetings shall be done in compliance with Govt. Codes 54954.2 and 54956 (Brown Act). Regular meetings shall be noticed at least seventy-two

(72) hours in advance of the meeting. Special meetings shall be noticed at least twenty-four (24) hours in advance of the meeting.

Notice shall be given of any adjourned regular or special meeting to Directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

SECTION 12. QUORUM FOR MEETINGS

A quorum shall consist of three (3) Directors.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this Corporation, or by law, no business shall be considered by the Board of Directors at any meeting at which a quorum, as defined above, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the Directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors.

The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this Corporation.

SECTION 13. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this Corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233) and indemnification of directors (Section 5238e), require a greater percentage or different voting rules for approval of a matter by the board.

SECTION 14. CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or, if no such person has been so designated or, in his or her absence, the Vice Chairperson or, in his or her absence, by the Director chosen a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors,

provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

The provisions of the Brown Act (Gov. Code §54950 et seq.) shall apply to the conduct of meetings of the Corporation. Meetings shall be governed by Roberts's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Corporation, or with provisions of law.

SECTION 15. NON-LIABILITY OF DIRECTORS

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 16. INSURANCE FOR CORPORATE AGENTS

Members of the Board of Directors and Officers of the Corporation are insured under the City's umbrella insurance policy for liability caused or incurred while acting within the scope of their duties as Members of the Board of Directors and/or Officers of the Corporation.

SECTION 17. PREMATURE VACANCIES ON BOARD

Whenever there is a vacancy in the office of one of the at-large directors whether by reason of death, resignation, removal, disqualification or otherwise, the vacancy shall be temporarily filled by the Community Services Director until the vacancy is filled by majority vote of the remaining board members.

ARTICLE 5 OFFICERS

SECTION 1. NUMBER OF OFFICERS

The officers of the Corporation shall be a President, Secretary and Chief Financial Officer. The City Manager shall serve as President, the City Clerk shall serve as the Secretary and the Finance Director shall serve as the Chief Financial Officer. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President, Chairperson or Vice Chairperson of the Board.

SECTION 2. QUALIFICATION AND TERM OF OFFICE

The City Manager, City Clerk and Finance Director shall serve as President, Secretary and Chief Financial Officer, respectively, until he or she resigns or is removed by a majority vote of the Board of Directors, or is otherwise disqualified to serve, whichever occurs first.

SECTION 3. SUBORDINATE OFFICERS

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

SECTION 4. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors in accordance with these Bylaws and applicable law.

SECTION 5. DUTIES OF PRESIDENT

The President shall be the administrative head of the Corporation and its affairs and he/she shall operate under the direction and control of the Board of Directors except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. He/she shall be responsible for the efficient administration of all the affairs of the Corporation which are under his/her control. He/she shall prescribe such administrative rules and procedures as he may deem proper or necessary for the general conduct and operation of the Corporation's affairs under his control. He/she shall perform any and all duties imposed on him/her by law, by the Articles of Incorporation, by these Bylaws or by the Board. Upon the request and authorization of the Board, the President may enter into any contract, or execute and deliver any instrument, in the name of and on behalf of, the Corporation. The President shall supervise all agents of the Corporation to assure that their duties are performed properly. He/she shall meet at such times and places as required by these bylaws. It shall be the duty of the President to recommend to the Board the adoption of measures he/she deems necessary for the efficient operation of the Corporation. Unless provided for in

SECTION 6. DUTIES OF SECRETARY

The Secretary shall:

- (1) Certify and keep at the principal office of the Corporation the original, or a copy of these Bylaws as amended or otherwise altered to date.
- (2) Keep at the principal office of the Corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.
- (3) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- (4) Be custodian of the records and of the seal of the Corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized by law or these Bylaws.
- (5) Keep at the principal office of the Corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.
- (6) Exhibit at all reasonable times to any director of the Corporation, or to his or her agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the directors of the Corporation.
- (7) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors

SECTION 7. DUTIES OF CHIEF FINANCIAL OFFICER

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Chief Financial Officer shall:

- (1) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

- (2) Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.
- (3) Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
- (4) Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
- (5) Exhibit at all reasonable times the books of account and financial records to any director of the Corporation, or to his or her agent or attorney, upon request
- (6) Render to the Board of Directors, whenever requested, an account of any or all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation.
- (7) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- (8) In general, perform all duties incident to the office of Chief Financial Officer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

ARTICLE 6 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes,

orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Chief Financial Officer and countersigned by the Chairperson of the Board of Directors.

SECTION 3. DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 4. GIFTS

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation. Limitations on gifts to individual Directors shall comply with the Political Reform Act and the Fair Political Practices Commission.

ARTICLE 7 CORPORATE RECORDS, REPORTS AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office in the State of California:

- (1) Minutes of all meetings of directors, committees of the board and , indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- (2) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- (3) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members, if any, of the Corporation at all reasonable times during office hours.

SECTION 2. CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 5. ANNUAL REPORT

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year to all directors of the Corporation and, if this Corporation has members, to any member who requests it in writing, said report shall contain the following information in appropriate detail:

- (1) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (2) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (3) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (4) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the corporation.

ARTICLE 8 FISCAL YEAR

SECTION 1. FISCAL YEAR OF THE CORPORATION

The fiscal year of the Corporation shall begin on July 1 and end on the June 30 in each year.

ARTICLE 9 AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted as follows:

- (1) Subject to the power of members, if any, to change or repeal these Bylaws under Section 5150 of the Corporations Code, by approval of the Board of Directors unless the Bylaw amendment would materially and adversely affect the rights of members, if any, as to voting or transfer, provided, however, if this Corporation has admitted any members, then a Bylaw specifying or changing the fixed number of directors of the Corporation, the maximum or minimum number of directors, or changing from a fixed to variable board or vice versa, may not be adopted, amended, or repealed except as provided in subparagraph (2) of this Section; or
- (2) By approval of the members, if any, of this Corporation.

ARTICLE 10 AMENDMENT OF ARTICLES

SECTION 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS

Before any members have been admitted to the Corporation, any amendment of the Articles of Incorporation may be adopted by approval of the Board of Directors.

SECTION 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS

After members, if any, have been admitted to the Corporation, amendment of the Articles of Incorporation may be adopted by the approval of the Board of Directors and by the approval of the members of this Corporation.

SECTION 3. CERTAIN AMENDMENTS

Notwithstanding the above sections of this Article, this Corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first directors of this Corporation, nor the name and address of its initial agent, except to

correct an error in such statement or to delete such statement after the corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

ARTICLE 11 MEMBERS

SECTION 1. DETERMINATION OF MEMBERS

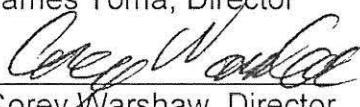
If this Corporation makes no provision for members, then, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this Corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors.

WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

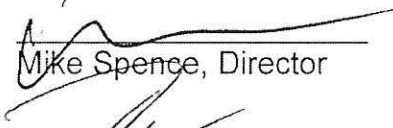
We, the undersigned, are all of the persons named as the initial Directors in the Articles of Incorporation of the West Covina Community Services Foundation, Incorporated, a California Nonprofit Public Benefit Corporation, and, pursuant to the authority granted to the Directors by these Bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing Bylaws, consisting of fourteen (14) pages, as the Bylaws of this Corporation.

Dated: 4/19/14

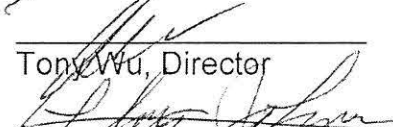
James Toma, Director



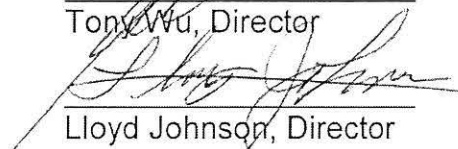
Corey Warshaw, Director



Mike Spence, Director



Tony Wu, Director

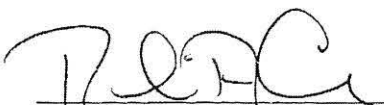


Lloyd Johnson, Director

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said Corporation on the date set forth below.

Dated: 4/19/14



Rosalia Conde, Secretary

West Covina Community Services Foundation, Inc.
Balance Sheet
June 30, 2023
Unaudited

Cash	\$	62,775
Accounts Receivable		37,829
Prepaid Expenses		90,943
Interest Receivable		-
Total Assets	\$	191,547
Accounts Payable		114,785
Fund Balance	\$	76,762
Total Liabilities and Fund Balance	\$	191,547

West Covina Community Services Foundation, Inc.
Changes in Assets and Liabilities
June 30, 2023

Unaudited

	Beginning Balance	Ending Balance	Change
Cash	\$ 232,488	\$ 62,775	\$ (169,712)
Accounts Receivable	67,063	37,829	(29,233)
Prepaid Expenses	11,989	90,943	78,954
Interest Receivable	-	-	-
Total Assets	<u><u>\$ 311,539</u></u>	<u><u>\$ 191,547</u></u>	<u><u>\$ (119,992)</u></u>
Accounts Payable	20,870	114,785	\$ 93,915
Fund Balance	<u>290,669</u>	<u>76,762</u>	<u>(213,907)</u>
Total Liabilities and Fund Balance	<u><u>\$ 311,539</u></u>	<u><u>\$ 191,547</u></u>	<u><u>\$ (119,992)</u></u>

West Covina Community Services Foundation, Inc.
Statement of Revenues, Expenditures and Changes in Fund Balance
For the year ended June 30, 2023
Unaudited

Revenues

Interest	\$ -
Charges for Services	-
Other Revenues	213,475
Revenue from Other Agencies	-
Total Revenues	<u>213,475</u>

Expenditures

FN - Taxes filings	-
PD - Misc Exp	63,753
FR - Explorer Program	2,895
PS - Misc Exp	9,428
PS - Summer Concerts	33,539
PS - Other Special Events	33,379
PS - Senior Center - Supplies, etc.	7,729
CD - Other Special Events	56,251
Other Special Events	220,407
Total Expenditures	<u>427,382</u>

Net Change in Fund Balance	<u>(213,907)</u>
Fund Balance - Beginning of Year	<u>290,669</u>
Fund Balance - End of Year	<u>\$ 76,762</u>

West Covina Community Services Foundation, Inc.
Financial Certificate
For the year ended June 30, 2023

I, Stephanie Sikkema, certify that these statements were prepared without audit from the books and records of the corporation. Additionally, the financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit.



Chief Financial Officer
West Covina Community Services Foundation, Inc.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 17, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

**SUBJECT: REQUEST FOR REVIEW OF SPORTS COUNCIL BYLAWS AND FACILITY ALLOCATION
PROCEDURES FROM COUNCILMAN TONY WU**

RECOMMENDATION:

It is recommended that the City Council discuss and provide direction.

BACKGROUND:

The West Covina Sports Council (Sports Council) was created for the purpose of promoting organized youth sports activity within the community of West Covina and is comprised of one voting member from each non-profit youth sports league in the Sports Council. Resolution 1241, which was adopted on November 25, 1957, states:

"The purpose of the Council would be to promote better playing conditions for the community by:

1. Planning cooperatively with the City and the school districts to obtain playing space for those interested in the particular sport.
2. Setting up uniform schedules for all leagues in the Council and to see that they integrate with the school athletic schedules.
3. Generally acting as a policy-making group for the leagues.

The duty of the ex-officio member of the Council would be as follows:

1. To act as liaison between the Council and the Park and Recreation Commission;
2. To present the leagues' problems to the Commission
3. To assist the Council in their work with the school districts."

The Sports Council is governed by its Bylaws. The bylaws have been amended several times over the past two decades. The current version, amended on February 26, 2013, is attached. (Attachment No. 1).

Fee Exemption

According to the City's Fee Schedule, Sports Council leagues are provided use of City athletic facilities at no charge in exchange for in-kind maintenance services of City facilities. *(Note: There are several leagues that have not provided in-kind maintenance)* To be eligible for free use of City facilities, Sports Council leagues are required to maintain at least 65% West Covina residency on their season-roster and have 12 teams or 132 players. This qualifying criteria was approved by the City Council on November 16, 2010 and October 2, 2012, respectively. By supporting Sports Council leagues with free facility use, the City helps ensure that children have recreational, skill building, and competitive opportunities to engage in sports.

Facility Allocation and Use Procedures

The City of West Covina adheres to the Agreement for Use of Athletic Facilities (Facility Allocation & Use Procedures) when facilitating the "allocation of all available fields under its ownership and/or allocation control (Attachment #2).

According to the Facility Allocation and Use Procedures, facility use permits are approved on the basis of priority as follows:

- All City of West Covina sponsored or co-partnered activities.
- All members of the City of West Covina's Sports Council in good standing.
- Other, unless directed otherwise by the City Manager.

Youth leagues and their facility assignments are prioritized as follows:

- Full compliance "In Season" organizations.
- Full compliance "Non-In Season" organizations.
- Residency Percentage Based Formula.

The Facility Allocation and Use Procedure requires each league to submit a facility use application from September 1 through November 30 for spring field use, and from March 1 through May 31 for fall field use. Leagues missing these deadlines have access to any remaining fields on an "as available" basis only.

City staff reviews the applications, allocate fields equitably, and encourage optimum cooperation between all user groups. Field allocations are reviewed and discussed at the semi-annual Youth Sports Council allocation meetings, to which a representative of each Sports Council League is invited.

In addition to the facility use application of the field allocation process, each member of the West Covina Sports Council is required to submit the following documents:

- Board of Directors Roster – Submit roster with names, addresses and contact phone #'s of all Board of Directors.
- Master Calendar of Events – Detailed calendar of events for organization to include registration, tryouts, opening day, special events, closing day and post-season play.
- League Rosters – Submit team rosters for each division of play with participant's gender and address.
- League Schedules of Play – Submit team schedules of play for all divisions.
- Copy of League By-Laws – By-Laws govern the organization and are approved by the Internal Revenue Service.
- AB2404 Information Sheet – Gender equity sheet listing the total # of West Covina females and males as well as the leagues overall total participants.
- Proof of Non-Profit Status – Proof that the organization is a 501c3 non-profit organization as required by Sports Council By-Laws.
- Copy of Liability Insurance – General Liability insurance with an endorsement listing the City of West Covina as additionally insured. (See Agreement for use of Athletic Facilities Section B #28 for dollar amounts).
- Deposit - \$500 deposit due with application. Please make checks payable to "The City of West Covina". Deposits will be refunded in November for fall seasons and June for spring seasons.

On December 1, 2020, staff presented an item regarding parks, athletic facilities and field use policies. Following discussion, the item was received and filed.

DISCUSSION:

Per the City Council Standing Rules, Councilman Wu requested a review of the Sports Council Bylaws and facility allocation procedures.

The West Covina Sports Council membership includes:

- West Covina Jr All American Bruins Football and Cheer
- West Covina American Little League
- West Covina Pony Baseball
- West Covina National Little League
- Pacific Coast Little League
- West Covina Youth Soccer
- West Covina Girls Softball

Dukes Baseball is recognized by the Sports Council, however, Dukes Baseball operates under a separate user agreement that is currently under review and negotiation.

Many of the leagues have been out of compliance with documentation for various reasons. Recognizing that these leagues are comprised of volunteer boards, the City of West Covina has worked with these organizations to not eliminate playing time and facility use from the youth that the organizations serve. Still, in late 2022 all leagues were provided with a notice indicating that the city would be seeking compliance from league or Sports Council privileges may be revoked and facility use fees would be charged.

In January of 2023, a field allocation meeting was held. The table below illustrates the facilities allocated to each of the Sports Council leagues.

PARK / FACILITY	LEAGUE						
	WC American LL	Pacific Coast LL	National LL	Pony Baseball	WC Girls Softball	Bruins	WC Youth Soccer
Cameron Park (Baseball Field)					Jan - Dec		
Cortez Park (Baseball Field)	Jan - Dec					Aug - Nov	
Cortez Park (Football Field)	Jan - Jun					Aug - Nov	
Del Norte Park (Baseball Field)			Jan - Dec				
Friendship Park (Baseball Field)				Jan - Jul		Aug - Nov	
Orangewood Soccer Complex							Jan - Dec
Palm View (Baseball Field)		Jan - Dec					
Palm View (Soccer Field)							Jan - Dec
Shadow Oak (Baseball Field)	Jan - Jul (Share)	Jan - Jul (Share)	Jan - Jul (Share)			Aug - Nov	
Shadow Oak (Softball Field)					Jan - Dec	Aug - Nov	
Walmerado (Baseball Field)				Jan - Dec			

A letter will be emailed and mailed to each of the Sports Council Leagues ahead of the November 2023 Meeting to inform them that full compliance with the Sports Council Bylaws is needed to receive facilities for their upcoming seasons. This letter also informed the leagues that penalties will be assessed per the Sports Council Bylaws for non-compliance. Each League received a copy of the Sports Council Bylaws including the Calendar of Required Documentation & Penalties for Non-Compliance.

OPTIONS:

The City Council has the following options:

1. Discuss and provide direction.

Prepared by: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 - Sports Council Bylaws

Attachment No. 2 - Facility Use Application + Agreement for Use of Athletic Facilities

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness

WEST COVINA SPORTS COUNCIL

BYLAWS

ARTICLE I

SECTION I - PURPOSE

The West Covina Sports Council is organized under Resolution No. 1241, a Resolution of the City Council of the City of West Covina, adopting certain policies in regard to organized sports in the City of West Covina to:

1. Promote organized youth sports activity within the community of West Covina.
2. Receive, coordinate and make recommendations to Community Services regarding all requests for the allocations of public facilities.
3. Act as a coordinating and liaison agency between the members and the Community Services Department of the City of West Covina.
4. Maintain the credibility and prestige of youth sport activities, and the organizations sponsoring these sport activities in the community of West Covina.

SECTION II - MEMBERSHIP

1. The membership of the Sports Council shall consist of one (1) voting representative from each organization.
2. Each organization shall choose a member of its executive governing body as its representative on the council, i.e., president, vice president, secretary or treasurer.
3. Each organization representative shall have two (2) alternates, chosen by their organization from its governing body. In the event of the absence of a regular representative, his/her rights, duties and privileges shall devolve upon his duly designated alternate.
4. Each organization shall, in writing, notify the secretary of the names of its primary representative and his/her designated alternates.

5. New non-profit organizations, desiring membership on the Sports Council, shall:
 - Apply in writing one month prior to membership vote.
 - Must comply with Article I, Section II 9 of the West Covina Sports Council Bylaws.

If approved by majority of organizations in attendance, organization shall be admitted to membership.

6. The Sports Council, by majority vote of organizations in attendance at any duly constituted meetings, shall have the authority to suspend any member thereof whose conduct is considered as detrimental to the best interest of the Youth Sports Community.
7. All business brought before the Sports Council requiring a majority vote of organizations in attendance, needs two (2) consecutive votes of approval (two separate meetings) for final adoption. This includes request for membership.
8. A Quorum comprised of 51% of Sports Council membership is required to conduct business.
9. All Sports Council organizations must comply with the following:
 - A. City of West Covina AGREEMENT FOR USE OF ATHLETIC FACILITIES and its:
 1. Exhibit #1 – Facility Use Application
 2. Exhibit #2 – Facility Allocation & Use Procedures
 - Attachment “A” – Athletic Fields Schedule of Activity
 - Attachment “B” – Required Documents
 - Attachment “C” – Calendar of Required Documents & Penalties for Non-Compliance.
 - B. Provide the required documents by the required due dates as described in the City of West Covina AGREEMENT FOR USE OF ATHLETIC FACILITIES.
 - C. Reply to all official written request from the City of West Covina to obtain originals and/or copies of the organizations financial records. (Financial records include but are not limited to Treasurers’ Reports, Bank Statements/Bank Account Reconciliations, General Ledgers, Budgets, Financial Reports, etc.) The Written request must be on Official City of West Covina letterhead and include a CC to the President and Vice-President of West Covina Sports Council and the League’s Board of Directors.

- D. A Sports Council Organization that is currently recognized and/or is requesting to be recognized as a Sports Council Organization by the West Covina Youth Sports Council **MUST PROVIDE** to the City of West Covina-Community Services Department proof of recognition by the Internal Revenue Service as an:

Organization Exempt From Income Tax
Under Section 501 (c) (3) of the Internal Revenue Code

- E. Provide to the Sports Council an annual report highlighting the activities achievements of the organization for the most recently concluded athletic season. (Report will be due thirty (30) days after the end of the regular athletic season.) Report should include but not be limited to:

- | | |
|--------------------------|-----------------------------|
| • Number of Teams | • Age Group of Teams |
| • Number of Participants | • In-Kind Services Provided |
| • Tournaments Hosted | • Facility Improvements |
| • Achievements | |

- F. Perform or have performed Yearly, or Seasonally, or One Time BACKGROUND CHECKS for Volunteer Members (Board Members, Managers, Coaches, Parent Volunteers, Officials, etc.) of the organization.

The cost of background checks will be absorbed by the organization requesting the background check and/or the person for whom the background check is requested. (The City of West Covina WILL NOT absorb the cost of background checks.)

Results of the Background Checks will be maintained by the organization requesting the background checks.

Organizations will indicate in their application for facility usage that Background Checks have been completed.

10. The City of West Covina Community Services Department representative or his/her designee shall be an ex-officio member of the Sports Council.

ARTICLE II

SECTION I - MEETINGS

1. An annual meeting shall be held in November of each year. The election of officers for the forthcoming calendar year shall be held at this time.
2. Meetings are to be held year round on the fourth Tuesday of the month unless declared dark.
3. Any organization not attending a scheduled Sports Council meeting will be subject to the following penalties:
 - A fine of \$50 for each scheduled meeting missed. Failure to pay the fine will result in suspension of organization's right to attend regularly scheduled meetings.
 - A Sports Council Organization missing five (5) meetings in a calendar year and/or consecutively will be removed from the Sports Council with Loss of Sports Council privileges. A letter to the League President copied to the Board of Directors, stating that the organization's non-compliance of attendance has resulted in the organization's removal from the Sports Council and loss of Sport Council privileges will be sent.
 - Letters shall be prepared by Chairman of the Sports Council and approved by the Community Services Department.
 - Collected fines shall be made payable to the City of West Covina Community Services Foundation, a 501 (c) (3) entity established to accept donations. The funds will be designated to support athletic facilities in the City of West Covina.
4. The Community Services designee shall monitor the membership attendance and report to the Sports Council Chairman.
5. The Sports Council organizations will meet, when requested with a Community Services designee. Time and date of meeting will be mutually determined.

ARTICLE III

SECTION I - OFFICERS

The officers of the Sports Council shall consist of:

1. Chairperson – Duties are to preside at all meetings of the Sports Council, and assist Community Services designee with matters concerning Sports Council and its organizations.
2. First Vice-Chairperson – To fulfill Chairperson duties in his/her absence.
3. Community Services designee will act as Secretary.

SECTION II – ELECTION OF OFFICERS

1. Officers shall be elected for a period of one (1) year at the annual meeting in November and shall take office the first meeting in January. Officers shall be eligible for re-election.
2. In the event of a vacancy, it shall be filled by majority vote of the Sports Council.

ARTICLE IV

SECTION I - BUSINESS

1. All requests by member organizations shall be submitted to the Sports Council in duplicate. One (1) copy will be retained by the Sports Council Secretary as a file copy. The original copy shall be forwarded to the person, persons, agency, or agencies concerned with the Sports Council recommendations included in the letter.
2. All requests may be forwarded with concurring recommendations.

ARTICLE V

SECTION I – AMENDMENTS

These Bylaws may be amended by three-fourths (3/4) vote of organizations in attendance at two (2) consecutive meetings.

ARTICLE VI

These Bylaws shall become effective upon approval by three-fourths (3/4) vote of those in attendance.

THESE BYLAWS WERE ADOPTED January 25, 2000

Revised 10-23-03 per City Council Approval 7-22-03 Resolution 2003-75

Amended 4-27-04.

Amended 5-22-07.

Amended 4-24-12.

Amended 2-26-13.

City of West Covina Public Services Department



Athletic Facility Use Application - Exhibit #1

Public Services Department

825 S Sunset Ave, West Covina, CA 91790 (626)939-8456

Activity:	
Name of Organization:	
Name of Contact:	
Address:	
Phone Number:	()
Email Address:	

Please check one:

West Covina Sports Council Member ☐

OR

Outside Sports Organization ☐

Sport To Be Played on Field Requested:

☐ Baseball/Softball ☐ Soccer ☐ Football ☐ Tennis ☐ Other: _____

Date(s) Requested: _____ - _____

Weekday: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

Time(s) Requested: Start: _____ AM/PM End: _____ AM/PM

Athletic Facilities Fields Usage Requested

(Circle location and field number)

<i>Cameron Park at 1305 E Cameron Ave</i>		<i>Cortez Park at 2501 E Cortez Street</i>	
Softball Field	1	Baseball Field	1 2 3
<i>Del Norte Park at 1500 W Rowland Ave</i>		Football Field	1
Baseball Field	1	<i>Friendship Park at 3740 S Sentous Street</i>	
Tennis Court	1 2	Baseball Field	1
<i>Gingrich Park at 1821 E Woodgate Dr.</i>		<i>Maverick Field at 350 S Citrus Street</i>	
Basketball Field	1	Field	1
<i>Ridge Riders Equestrian Center at 350 S Citrus Street.</i>		Batting Cage	1
Show Arena (large)	1	<i>Orangewood Park at 1615 W Merced Ave</i>	
Holding Arena (small)	2	Basketball Court	1
Show Arena (medium)	3	Skate Park	1
<i>Orangewood Soccer Complex at 1615 W Merced Ave</i>		<i>Palmview Park at 1340 E Puente Ave,</i>	
Soccer Field Large	1	Baseball Field	1
Soccer Field Small	2	Football / Soccer	1
<i>Shadow Oak Park at 2121 E Shadow Oak Dr.</i>		<i>Walmerado Park at 625 E Merced Ave.</i>	
Baseball Field	1	Baseball Field	1
Softball Field	1	<i>Woodgrove Park at 2001 Brentwood Dr.,</i>	
Tennis Court	1 2 3 4	Basketball Court	1
<i>Galster Park at 1620 E Aroma Dr.</i>		<i>Roller Hockey - Orangewood Park at 1615 W Merced Ave.</i>	
Boy & Girls Scout Camp Ground	1	Roller Hockey	1

Insurance Requirements from Organization for Use of Facilities Listed Above

Organizations renting city facilities must provide a \$1 million dollar liability insurance policy with the City of West Covina Additionally Insured.
(Sample of endorsement attached)



City of West Covina Public Services Department

Athletic Facility Use Application

Public Services Department

825 S Sunset Ave, West Covina, CA 91790 (626)939-8456

Athletic Facility Fee's

Description:	Amount	Description	Amount
Baseball Field Fees	\$20 per hour per field	Football Field Fees	\$20 per hour per field
Softball Fields Fees	\$20 per hour per field	Tennis Court Fees	\$10 per hour
Field Lights Fee	\$25 per hour	Camp Ground Fees	\$30
Ridge Riders Equestrian Center Fee Schedule		League Fees	
Show Arena 1 (Large)	\$300 Per Day	Adult Softball League Fee	\$400
Large Arena Harrowing Fee	\$90.00 one time fee	Senior Citizen Softball	\$55
Practice Arena 2 (Small)	\$11.50 per hour	Pavillion Rental Fees	
Show Arena 3 (Medium)	\$31.25 per hour	Large Pavillion	\$200
		Small Pavillion	\$150
		Bouncer Permit Fee	\$25

Conditions of Use:

The listed organization above has access to the fields dated above at the times and dates listed above. The City of West Covina Public Services Department reserves the right to revoke this permit at any time. Lights should be Requested no later than Thursday of the week prior. Failure to use facilities when lights are requested may result in monetary penalty. The organization listed above is responsible for the field of play and surrounding buildings. Trash should be put in receptacles and the facilities should be left tidy after every event. This Permit is only valid for the purpose of youth sports under the organization listed above and cannot be sublet to other organizations.

Authorized Signer:

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Rules for Use of Park & Sports Facilities are listed in the City of West Covina Municipal Code Chapter 16.

Rules set forth in the West Covina Municipal Code Chapter 16, Article II - Conduct in Public Parks, must be abided by at all times.

Violation of any provision of this Article II shall be deemed an infraction or misdemeanor as appropriate, and punishable as set forth in sections 1-37, General penalty; continuing violations; 1-37.1, Violation; infraction; and 1-38, Penalty not exclusive, of Chapter 1, General Provisions, of this Municipal Code.

(Ord. No. 2129, § 1, 2-15-05; Ord. No. 2234, § 2, 8-1-12)

POLICY NUMBER: GL123456789

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

The City of West Covina, its officers, agents,
employees, volunteers and representatives.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

AGREEMENT FOR USE OF ATHLETIC FACILITIES EXHIBIT #2
(Facility Allocation & Use Procedures)

This document sets forth the procedure for the City of West Covina to facilitate the allocation of all available athletic fields under its ownership and/or allocation control.

I. PROCEDURE

It is the intent of the City of West Covina Community Services Department to allocate field use to requesting and qualified organizations on the basis of fairness and impartiality in concurrence with seasonal priorities mentioned in the definitions section. The resulting surplus (if any) of field time shall be allocated for a variety of uses at the discretion of the City of West Covina Community Services staff.

II. DEFINITIONS

1. City: For the purpose of this document, the City of West Covina and/or Community Services Department will be referred to as the “City.”
2. Participant: Participant(s) shall include only those players who are fully registered with the league. Non-players such as coaches, officials, and staff shall not be considered participants. For the purpose of field allocation, each league must present actual enrollment data from the previous season indicating names, addresses, phone numbers and birth dates of all participants. Upon receipt, City Staff will count the number of the City residents within each organization.
3. Leagues: League(s) shall include those groups listed in **Section III. User Group Classifications.**

4. Season: For the purposes of this procedure, the seasons for outdoor facilities are established as follows:

Seasons	Fall	Spring
Pre-season/Tryouts	August-September	January-February
In-season Opening Date	September	February/March
In-season Closing Date	November	June
Post-season/All-Stars	As available	As available
Sport “In Season”	Football/Soccer	Baseball/Softball

5. For the West Covina Youth Basketball league which utilizes an indoor facility the following season is established as follows:

Season	Winter
Pre-Season/Tryouts	November-December
In Season Opening Date	January
In Season Closing Date	March
Post Season/All-Stars	As available
Sport “In Season”	Basketball

6. Athletic fields will be rested periodically throughout the year. Please see attachment “A” for schedule.

7. Priority User: A league whose sport has been classified, as “In Season” and in full compliance will be given first priority access to facilities during their designated season. *(A league must be in full compliance to receive facilities).*
8. Secondary User: A league whose sport has been classified, as **not** “In Season” and is in full compliance will be given second priority access to facilities when they are not “In Season.” A secondary user may only reserve a field after all reasonable priority user requests have been processed. *(A league must be in full compliance to receive facilities).*
9. Priority: Facility assignments are based on the following priorities:
 - Full compliance “In Season” organizations.
 - Full compliance “Non-In Season” organizations.
 - Residency Percentage Based Formula

III. USER GROUP – CLASSIFICATIONS

Facility Use Permits will be approved on the basis of priority as follows:

- A. All City of West Covina sponsored or co-partnered activities.
- B. All members of the City of West Covina’s Sport Council in good standing.
- C. Others, unless directed otherwise by the City Manager.

IV. APPLICATION

Each league is required to submit a facility use application from September 1 through November 30 for the spring field use, and from March 1 through May 31 for fall field use. Leagues missing these deadlines will have access to any remaining fields on an “as available” basis only. (See attachment “B” for all components of application and attachment “C” for timeline of submittal).

City staff will review the applications, allocate fields equitably, and encourage optimum cooperation between all user groups. Field allocations will be reviewed and discussed at the semi-annual Youth Sports Council allocation meetings. A representative of each Sports Council League is invited to a Sports Council meeting held semi-annually (4th Tuesday in January for spring use and 4th Tuesday in June for fall use) for facility allocation review.

V. DEPOSITS

Each league is required to maintain a \$500 deposit balance for use of City athletic facilities. Deposits will be refunded in November for fall seasons and June for spring seasons.

VI. NOTICE OF NON-USE OF FIELDS

Any user organization that has been allocated space and does not intend to use it must notify the City so that the space may be re-allocated or otherwise used. Failure to do so may result in forfeiture of some or all space for the remainder of the season, and re-evaluated for future seasons.

VII. NOTICE OF EXCHANGE OF FIELDS

An organization cannot forfeit or exchange its allocation or any part thereof, with another organization/team without the written approval of the City prior to usage. Any such modification must be filed with the City and verified in writing by all parties wishing to exchange allocation.

VIII. GENDER EQUITY

The Community Services Department is committed to achieving gender equity in youth sports programs that are operated on City-owned land and within City facilities. It is the Department's hope that all youth may aspire to, and have the opportunity to participate in City sports programs that meet their interests and capabilities. If there are any concerns regarding gender equity please contact the City's Anti-Discrimination Coordinator and AB2404 Compliance Coordinator at 626.939.8430.

Attachment “A”

Athletic Fields Schedule of Activity

Park	League	Time Frame	Maintenance Field Down Time	League	Time Frame
Cortez	American LL	Jan-June	Nov-Feb* July**	Bruins Football	Aug-Nov
Orangewood	Pony/Colt	Jan-Nov	Dec		
Walmerado	Youth Pony	Dec-July	Aug	Winter Baseball	Sept-Mid Nov
Del Norte	National LL	Jan-June	Aug		
Palm View	Pacific Coast LL	Jan-June	Sept		
Sunset Field	Orangewood LL	Jan-June	July	Winter Baseball	Sept-Mid Nov
Friendship	Galaxie LL	Jan-June	Sept		
Cameron	Girls Softball	Jan-July	Aug	Winter Softball	Sept-Nov
Maverick	Dukes South Hills HS	Feb-Nov Feb-May	Jan		

*Cortez Park turf will be down the Monday after Thanksgiving through the end of February. This will apply to the Minor Field & T-Ball Field only. Fencing can go up March 1.

**Cortez Park will be down the entire month of July. This will apply to all fields. Fencing must be down by June 30.

**City of West Covina
Required Documentation
Attachment “B”**

All leagues are required to submit the following items to the City by the established deadlines in attachment “C.”

- **Facility Use Application** – Submit a City application of use for athletic facilities.
- **Board of Directors Roster** – Submit roster with names, addresses and contact phone #'s of all Board of Directors.
- **Master Calendar of Events** – Detailed calendar of events for organization to include registration, tryouts, opening day, special events, closing day and post season play.
- **League Rosters** – Submit team rosters for each division of play with participant's gender and address.
- **League Schedules of Play** – Submit team schedules of play for all divisions.
- **Copy of League By-Laws** – By-Laws govern the organization and are approved by the Internal Revenue Service.
- **AB2404 Information Sheet** – Gender equity sheet listing the total # of West Covina females and males as well as the leagues overall total participants.
- **Proof of Non-Profit Status** – Proof that the organization is a 501c3 non-profit organization as required by Sports Council By-Laws.
- **Copy of Liability Insurance** – General Liability insurance with an endorsement listing the City of West Covina as additionally insured. (See Agreement for use of Athletic Facilities Section B #28 for dollar amounts).
- **Deposit** - \$500 deposit due with application. Please make checks payable to “The City of West Covina”. Deposits will be refunded in November for fall seasons and June for spring seasons.

Secondary Season Applicants must include the following updated/amended items:

- Facility Use Application
- Master Calendar of Events
- League Rosters
- League Schedules of Play
- AB2404 Information Sheet
- Deposit

For questions or further assistance please contact the Recreation Supervisor in charge of Sports Leagues at 626.965.0236.

City of West Covina
Calendar of Required Documentation & Penalties for Non-Compliance
Attachment “C”

Sport	Item	Due Date	Penalty
Baseball/Softball	Facility Use Application	11/30	\$100
	Board of Directors Roster	11/30	\$75
	Master Calendar of Events	11/30	\$25
	Proof of Nonprofit Status	11/30	\$100
	League Deposit	11/30	\$250
	League By-Laws	1/30	\$25
	Liability Insurance	1/30	\$250
	League Schedules of Play	3/1	\$100
	League Rosters	3/15	\$100
	AB2404 Information Sheet	3/15	\$250
Football	Facility Use Application	5/31	\$100
	Board of Directors Roster	5/31	\$75
	Master Calendar of Events	5/31	\$25
	Proof of Nonprofit Status	5/31	\$100
	League Deposit	5/31	\$250
	League By-Laws	5/31	\$25
	Liability Insurance	8/01	\$250
	League Schedules of Play	9/1	\$100
	League Rosters	9/15	\$100
	AB2404 Information Sheet	9/15	\$250
Soccer	Proof of Nonprofit Status	1/30	\$100
	League By-Laws	1/30	\$25
	Liability Insurance	1/30	\$250
	League Deposit	1/30	\$250
	Facility Use Application	7/01	\$100
	Board of Directors Roster	8/30	\$75
	Master Calendar of Events	8/30	\$25
	League Schedules of Play	9/30	\$100
	League Rosters	9/30	\$100
	AB2404 Information Sheet	9/30	\$250
Basketball	Facility Use Application	11/30	\$100
	Board of Directors Roster	11/30	\$75
	Master Calendar of Events	11/30	\$25
	Proof of Nonprofit Status	11/30	\$100
	League Deposit	11/30	\$250
	League By-Laws	11/30	\$25
	Liability Insurance	12/30	\$250
	League Schedules of Play	12/30	\$100
	League Rosters	12/30	\$100
	AB2404 Information Sheet	12/30	\$250

**If the deadline falls on a weekend please submit items the following workday.*

City of West Covina
Calendar of Required Documentation & Penalties for Non-Compliance
Attachment “C”

- Each league is required to maintain a \$500 deposit balance for use of City athletic facilities.
- Damage to city property - \$500 minimum, plus additional fees based on the value of damage.
- Brokering a reserved field to another user - \$500.
- Unauthorized use of athletic lighting - \$500
- Submitting falsified documents - \$500
- No show to reserved playing area – Cost of reserved usage per fee schedule.

If compliance is not met within 30 days, the league will be assessed the fine plus 20%. An additional 20% is accrued for each additional 30 days not in compliance.