



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**AUGUST 18, 2020, 7:00 PM
REGULAR MEETING**

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

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

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

On June 18, 2020, the California Department of Public Health issued guidance mandating that people in California wear cloth face coverings in specified circumstances, including when they are inside of, or in line to enter, any indoor public space.

Due to the ongoing COVID-19 emergency and pursuant to State and County public health directives, the City Council Chambers will have limited seating available on a first-come, first-served basis for members of the public to attend the City Council meeting in person. All persons attending the meeting are required to wear cloth face coverings and observe social distancing protocols.

Members of the public may also watch City Council the meeting live on the City's website at: <https://www.westcovina.org/departments/city-clerk/agendas-and-meetings/current-meetings-and-agendas> under the "Watch Live" tab or through the West Covina City YouTube channel at www.westcovina.org/LIVE.

If you are experiencing symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, or sore throat, the City requests that you participate in the meeting from home by watching the meeting live via the links set forth above.

Public Participation:

In lieu of attending the meeting in person, members of the public can submit public comments to the City Clerk via e-mail at City_Clerk@westcovina.org. The subject line should specify either "Oral Communications or Public Hearing – 8/18/2020". Please include your full name and address in your e-mail. All emails received by 4:00 P.M. on the day of the Council meeting will be posted to the City's website under "Current Meetings and Agendas" and provided to the City Council prior to the meeting, comments received after 4:00 P.M. will still be made part of the record. No comments will be read out loud during the meeting. All comments received will be made part of the official public record of the meeting.

Please be advised that telephone access will not be provided for this meeting.

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

AMERICANS WITH DISABILITIES ACT

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at 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 AUGUST 18, 2020, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Reverend Tracey C. Johnson from Murph-Chapel St. Paul A.M.E. Church

PLEDGE OF ALLEGIANCE

Led by Councilmember Castellanos

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- West Covina Beautiful #IMPACT Projects & City's Birthday Bash
- Recognition for COVID-19 Donation: San Gabriel Hope Lions Club
- Recognition for COVID-19 Donation: Chic-Fil-A

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.

INVESTMENT REPORT

1) CONSIDERATION OF INVESTMENT REPORT FOR THE MONTH ENDED JUNE 30, 2020

It is recommended that the City Council receive and file the Investment Report for the month ended June 30, 2020.

CITY CLERK'S OFFICE

2) AUGUST 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AUGUST 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES

It is recommended that the City Council approve the August 4, 2020, Closed Session Meeting Minutes and the August 4, 2020, Regular Session Meeting Minutes.

CITY MANAGER'S OFFICE

3) CONSIDERATION OF FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RINCON ENVIRONMENTAL, LLC

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

1. Authorize the City Manager to negotiate and execute the First Amendment to the Professional Services Agreement between the City of West Covina and Rincon Environmental, LLC for Local Enforcement Agency (LEA) services.
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2020-87 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2020-21

4) CONSIDERATION OF RESOLUTION NO. 2020-91 EXTENDING THE LOCAL EMERGENCY DECLARATION

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

RESOLUTION NO. 2020-91 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020 AND JULY 21, 2020

COMMUNITY DEVELOPMENT

5) CONSIDERATION OF CONTRACT FOR ENVIRONMENTAL COMPLIANCE INSPECTIONS AND ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE SUCCESSOR AGENCY PARCELS ADJACENT TO THE BKK LANDFILL SITE

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

1. Approve a one-year agreement, with three one-year extension options, with Rincon Environmental LLC (Rincon) in the amount of \$30,000 to provide environmental compliance inspections and environmental consulting services related to the Successor Agency parcels adjacent to the BKK Landfill.
2. Authorize the City Manager, in his capacity as the Executive Director, to negotiate and execute the agreement and future amendments exercising the extension options.

6) CONSIDERATION OF INSTALLATION OF TRAFFIC CALMING AND TRAFFIC SAFETY IMPROVEMENTS ALONG CAMERON AVENUE BETWEEN HOLLENBECK STREET AND BARRANCA STREET, THE INTERSECTION OF CITRUS STREET AND CAMERON AVENUE, AND ALONG CITRUS STREET

It is recommended that City Council authorize the City Manager to proceed with design and construction of traffic-calming and traffic safety improvements along the corridor of Cameron Avenue between Hollenbeck Street and Barranca Street, the intersection of Citrus Street and Cameron Avenue, and along the Citrus Street Corridor. These improvements include traffic-calming striping, signage, pavement legends, larger LED STOP signs, and speed radar feedback signs as shown in the conceptual diagram in Attachment No. 1.

7) CONSIDERATION OF A PURCHASE AGREEMENT WITH EMANATE HEALTH FOR THE SALE OF SUNSET FIELD

It is recommended that the City Council authorize the City Manager to negotiate and execute the Purchase Agreement for the sale of the Sunset Field to Emanate Health for expansion of the Queen of the Valley Hospital.

8) **CONSIDERATION OF THE TRAFFIC COMMITTEE MEETING MINUTES AND TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE JULY 14, 2020 TRAFFIC COMMITTEE MEETING**

It is recommended that the City Council approve the Traffic Committee Meeting Minutes and Traffic Committee recommendations from the July 14, 2020 Traffic Committee Meeting for the following items:

1. **Intersection Review for the Signalized Intersection of Cameron Avenue and Orange Avenue**
 - a. **Request:** The City received a request from West Covina Medical Center to review existing conditions at the intersection of Cameron Avenue and Orange Avenue.
 - b. **Review Standard:** Per the California Manual on Uniform Traffic Control Devices (CAMUTCD), engineering judgment and the results of field data collection and traffic review, it was determined that a phased approach for improvements should be implemented to improve intersection safety at Orange Avenue at Cameron Avenue. The first phase should be striping of a left turn only lane. By striping a left turn only lane, the vehicles waiting to make a left turn are removed from through traffic. The left turn only lane will also provide space to safely decelerate away from through traffic improving intersection safety.
 - c. **Recommendation:** It was unanimously recommended to install and stripe a left turn only lane which includes the following items: installation of A LEFT TURN ARROW pavement marking within the left turn only lane (two for each direction, eastbound and westbound); installation of INTERSECTION LANE CONTROL (R61-5) signs (one for each direction, eastbound and westbound); installation of a solid white line 10 feet away from the centerline and 100 feet (east and west of the intersection - left turn pocket); and installation an additional 60 feet of red curb at the northeast corner of the intersection of Orange Avenue and Cameron Avenue. This lane only has 12 feet for a shared through and right turn lane, in order to have parking the curb lane needs to be a minimum of 18 feet wide.
2. **Line of Sight Review for the Intersection of Garvey Avenue and Baymar Avenue**
 - a. **Request:** The City received a resident request to review the existing line of sight at the intersection of Garvey Avenue and Baymar Avenue due to reported vehicles parking in the curb return of the northeast corner of the intersection and blocking the view of oncoming traffic.
 - b. **Review Standard:** Per the CVC 21970, vehicles are not allowed to park within the curb return; however in this case, since there are reported vehicles consistently parking at the curb return, red curb will be recommended to reinforce no parking in that area.
 - c. **Recommendation:** It was unanimously recommended to paint the curb return red at the northeast corner of the Garvey Avenue and Baymar Avenue intersection which will be approximately 32 feet of red curb to prohibit parking at the northeast corner of the intersection; and to repaint existing the “2019” address number after the red curb has been installed.

PUBLIC SERVICES

9) **CONSIDERATION OF FIRST AMENDMENT TO THE MERCHANT LANDSCAPE SERVICES PROFESSIONAL SERVICES AGREEMENT FOR CIVIC CENTER AND CITY PARKS LANDSCAPE SERVICES**

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement with Merchant Landscape Services, Inc. and authorize the City Manager to execute the amendment.

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

10) CONSIDERATION OF AMENDED FEES FOR GRADING PLAN REVIEW AND GRADING PERMIT FEES - PUBLIC HEARING

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

1. Conduct a Public Hearing regarding the adoption of updated fine and fee schedule; and
2. Adopt the following resolution:

RESOLUTION NO. 2020-89 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING EXISTING FEE AND PENALTY SCHEDULE ADOPTED BY RESOLUTION 2019-92

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

9/1/2020

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: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF INVESTMENT REPORT FOR THE MONTH ENDED JUNE 30, 2020

RECOMMENDATION:

It is recommended that the City Council receive and file the Investment Report for the month ended June 30, 2020.

BACKGROUND:

California Government Code Section 53646 requires that cities report detailed information on all securities, investments, and monies of the City and to report the market value of the investments held. California Government Code Section 53601 and the City's Investment Policy define the types of investments allowed. The City's Investment Policy was last revised and adopted by the City Council on July 2, 2019. The City's Investment Policy has set primary goals of the portfolio management of safety, liquidity and yield.

Bond reserves are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue.

DISCUSSION:

The Investment Report (Attachment No. 1) presents the City's and the Successor Agency's cash and investments for the month ended June 30, 2020. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as, reporting of the market value of the investments held. All the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months. The City's surplus funds are deposited with the Los Angeles County Investment Pool (LACIP), the Local Agency Investment Fund (LAIF) and Chandler Asset Management (Attachment No. 2).

At June 30, 2020, the investment portfolio had a market value of \$85,916,278 and the bond reserves had a market value of \$6,659,060.

Prepared by: Robbeyn Bird, Finance Director

Additional Approval: David Carmany, City Manager

Attachments

Attachment No. 1 - Investment Report

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

**City of West Covina
Investment Report
For the Month Ended June 30, 2020**

Description	Book Value	Market Value	Interest/ Yield to Maturity	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Wells Fargo Checking Account	\$ 4,616,834	\$ 4,616,834	0.00%	n/a	4.99%
Pacific Western Bank Checking - HPP (CDBG)	3,620	3,620	0.00%	n/a	0.00%
Pacific Western Bank Checking - HPP (LMIHF)	2,070	2,070	0.00%	n/a	0.00%
Los Angeles County Investment Pool (LACIP)	43,793	43,793	0.84%	n/a	0.05%
Los Angeles County Investment Pool (LACIP) - CFD	3,675	3,675	0.84%	n/a	0.00%
Local Agency Investment Fund (LAIF)	69,276,254	69,276,254	1.22%	n/a	74.83%
Wells Fargo Checking Account - Successor Agency	6,346,388	6,346,388	0.00%	n/a	6.86%
Wells Fargo Checking Account - CFD	5,284,166	5,284,166	0.00%	n/a	5.71%
Investments - Chandler Asset Management					
Asset-Backed Securities	122,375	123,088	0.50%	See attached	0.13%
Federal Agencies	-	-	0.00%	See attached	0.00%
Collateralized Mortgage Obligation	149,379	151,685	1.57%	See attached	0.16%
Money Market Funds	64,705	64,705	0.01%	See attached	0.07%
US Treasury	-	-	0.00%	See attached	0.00%
Total Cash and Investments	\$ 85,913,259	\$ 85,916,278			
Bond Reserves					
Lease Revenue Bonds, 2006 Series A & 2006 Series B (Taxable)					
First American Treasury Obligations Fund Class D	\$ 1,071,000	\$ 1,071,000	0.01%	n/a	1.16%
First American Treasury Obligations Fund Class D	585,372	585,372	0.01%	n/a	0.63%
1996 Special Tax Refunding Bonds - Successor Agency					
First American Treasury Obligations Fund Class D	5,002,688	5,002,688	7.01%	9/1/2022	5.40%
First American Treasury Obligations Fund Class D	-	-	0.01%	n/a	0.00%
Total Bond Reserves	\$ 6,659,060	\$ 6,659,060			
Total Investment Portfolio	\$ 92,572,319	\$ 92,575,338			100.00%

Blended Yield of Cash and Investments *	1.22%
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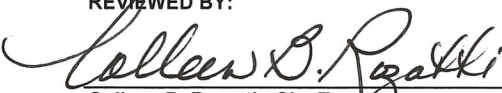
Benchmarks:	
LAIF	1.22%
LACIP	0.84%
6mo U.S. Treasury	0.18%
2yr U.S. Treasury	0.16%
5yr U.S. Treasury	0.29%

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

PREPARED BY:


Robbeyn Bird, Finance Director

REVIEWED BY:


Colleen B. Rozatti - City Treasurer

APPROVED BY:


David Carmany - City Manager



City of West Covina Short Term - Account #10479

MONTHLY ACCOUNT STATEMENT

JUNE 1, 2020 THROUGH JUNE 30, 2020

Chandler Team:

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

Custodian

US Bank
Christopher Isles
(503) 464-3685

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.55
Average Coupon	2.25%
Average Purchase YTM	2.03%
Average Market YTM	0.89%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	1.03 yrs
Average Life	0.56 yrs

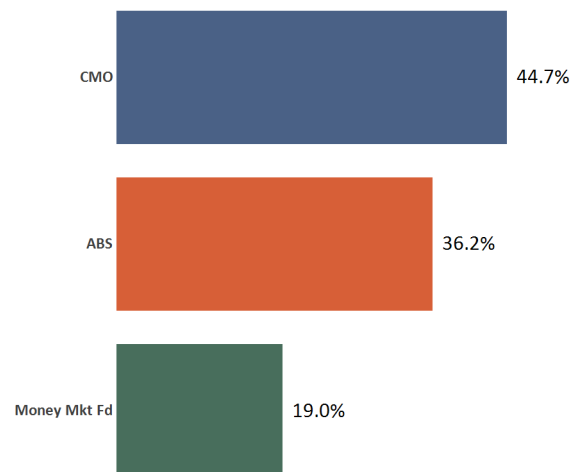
ACCOUNT SUMMARY

	Beg. Values as of 5/31/20	End Values as of 6/30/20
Market Value	339,190	339,478
Accrued Interest	512	490
Total Market Value	339,702	339,968
Income Earned	672	622
Cont/WD		-67
Par	335,018	335,627
Book Value	335,883	336,460
Cost Value	337,469	338,138

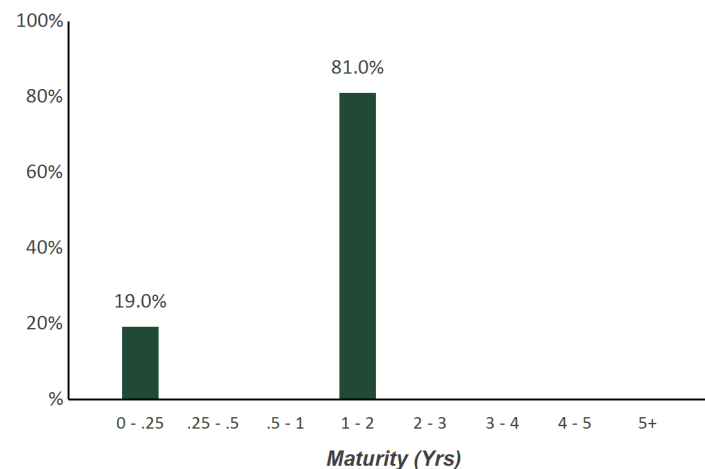
TOP ISSUERS

Federal Home Loan Mortgage Corp	44.7%
Honda ABS	28.4%
First American Govt Oblig Fund	19.0%
John Deere ABS	7.9%
Total	100.0%

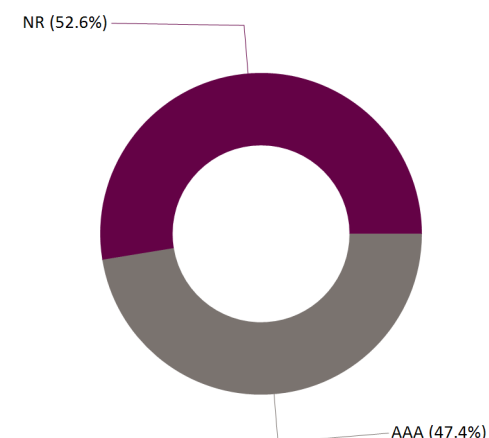
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				7/31/2016
					2YRS	3YRS	5YRS	10YRS	
City of West Covina Short Term	0.10%	0.52%	1.52%	2.71%	3.19%	2.28%	N/A	N/A	1.82%
ICE BAML 1-3 Yr US Treasury/Agency Index	0.03%	0.14%	2.92%	4.05%	4.00%	2.68%	N/A	N/A	2.04%

Statement of Compliance

As of June 30, 2020



City of West Covina

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

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

*Account is terminating and liquidating all positions as they mature.

Reconciliation Summary

As of June 30, 2020



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$335,883.45
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$23,119.11	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$23,119.11
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$67.15	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$22,442.97	
Total Dispositions		\$22,510.12
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$32.69)	
		(\$32.69)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$336,459.75

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$41,653.03
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$675.99	
Dividend Received	\$0.15	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$22,442.97	
Total Acquisitions	\$23,119.11	
<u>Dispositions</u>		
Withdrawals	\$67.15	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$67.15	
ENDING BOOK VALUE		\$64,704.99

Holdings Report

As of June 30, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	18,599.77	04/27/2018 2.62%	18,310.61 18,501.06	100.27 0.29%	18,650.63 13.89	5.49% 149.57	Aaa / AAA NR	1.13 0.20
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	77,362.80	02/19/2019 2.77%	77,357.82 77,360.43	100.52 0.48%	77,764.07 76.83	22.90% 403.64	NR / AAA AAA	1.22 0.23
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,227.11	07/11/2017 1.83%	4,226.80 4,227.02	100.19 0.54%	4,235.12 3.42	1.25% 8.10	Aaa / NR AAA	1.29 0.15
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	22,287.49	02/21/2018 2.68%	22,285.90 22,286.80	100.68 0.74%	22,438.35 26.35	6.61% 151.55	Aaa / NR AAA	1.80 0.35
Total ABS		122,477.17	2.70%	122,181.13 122,375.31	0.50%	123,088.17 120.49	36.24% 712.86	Aaa / AAA AAA	1.32 0.24
CMO									
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	148,445.31	01/04/2018 2.37%	151,251.86 149,379.45	102.18 1.57%	151,684.54 370.00	44.73% 2,305.09	NR / NR AAA	1.24 1.03
Total CMO		148,445.31	2.37%	151,251.86 149,379.45	1.57%	151,684.54 370.00	44.73% 2,305.09	NR / NR AAA	1.24 1.03
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund Class Y	64,704.99	Various 0.01%	64,704.99 64,704.99	1.00 0.01%	64,704.99 0.00	19.03% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		64,704.99	0.01%	64,704.99 64,704.99	0.01%	64,704.99 0.00	19.03% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL PORTFOLIO		335,627.47	2.03%	338,137.98 336,459.75	0.89%	339,477.70 490.49	100.00% 3,017.95	Aaa / AAA AAA	1.03 0.55
TOTAL MARKET VALUE PLUS ACCRUED						339,968.19			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	06/01/2020	31846V203	0.15	First American Govt Obligation Fund Class Y	1.000	0.01%	0.15	0.00	0.15	0.00
Purchase	06/15/2020	31846V203	4,039.59	First American Govt Obligation Fund Class Y	1.000	0.01%	4,039.59	0.00	4,039.59	0.00
Purchase	06/15/2020	31846V203	1,146.62	First American Govt Obligation Fund Class Y	1.000	0.01%	1,146.62	0.00	1,146.62	0.00
Purchase	06/15/2020	31846V203	2,426.73	First American Govt Obligation Fund Class Y	1.000	0.01%	2,426.73	0.00	2,426.73	0.00
Purchase	06/18/2020	31846V203	14,928.58	First American Govt Obligation Fund Class Y	1.000	0.01%	14,928.58	0.00	14,928.58	0.00
Purchase	06/25/2020	31846V203	577.44	First American Govt Obligation Fund Class Y	1.000	0.01%	577.44	0.00	577.44	0.00
Subtotal			23,119.11				23,119.11	0.00	23,119.11	0.00
TOTAL ACQUISITIONS			23,119.11				23,119.11	0.00	23,119.11	0.00
DISPOSITIONS										
Paydown	06/15/2020	43811BAC8	4,007.94	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	100.000		4,007.94	31.65	4,039.59	0.00
Paydown	06/15/2020	47788BAD6	1,138.48	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		1,138.48	8.14	1,146.62	0.00
Paydown	06/15/2020	47788CAC6	2,372.07	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	100.000		2,372.07	54.66	2,426.73	0.00
Paydown	06/18/2020	43814WAB1	14,717.56	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		14,717.56	211.02	14,928.58	0.00
Paydown	06/25/2020	3137BFDQ1	206.92	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		206.92	370.52	577.44	0.00
Subtotal			22,442.97				22,442.97	675.99	23,118.96	0.00
Security Withdrawal	06/04/2020	31846V203	25.48	First American Govt Obligation Fund Class Y	1.000		25.48	0.00	25.48	0.00

Transaction Ledger

As of June 30, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	06/25/2020	31846V203	41.67	First American Govt Obligation Fund Class Y	1.000		41.67	0.00	41.67	0.00
Subtotal			67.15				67.15	0.00	67.15	0.00
TOTAL DISPOSITIONS			22,510.12				22,510.12	675.99	23,186.11	0.00
OTHER TRANSACTIONS										
Dividend	06/01/2020	31846V203	41,653.03	First American Govt Obligation Fund Class Y	0.000		0.15	0.00	0.15	0.00
Subtotal			41,653.03				0.15	0.00	0.15	0.00
TOTAL OTHER TRANSACTIONS			41,653.03				0.15	0.00	0.15	0.00



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: AUGUST 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES
AUGUST 4, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES

RECOMMENDATION:

It is recommended that the City Council approve the August 4, 2020, Closed Session Meeting Minutes and the August 4, 2020, Regular Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Attachments

Attachment No. 1 - 08-04-2020 Regular Closed Session Meeting Minutes Draft

Attachment No. 2 - 08-04-20 Regular Session Meeting Minutes Draft



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

AUGUST 4, 2020, 6:00 PM
REGULAR MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER CONFERENCE ROOM
3rd FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

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

MINUTES

CALL TO ORDER

A Closed Session Meeting was called to order by Mayor Wu on Tuesday, August 4, 2020 at 6:05 p.m., in the Management Resource Center Conference Room on the 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Council Members

Present: Council Members Dario Castellanos, Lloyd Johnson, Jessica C. Shewmaker (via phone), Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

Council Members

Absent: None

City Staff: David Carmany City Manager, Mark Persico Assistant City Manager, Thomas P. Duarte City Attorney, Richard Bell Chief of Police, Robbeyn Bird Finance Director, Lt. Ken Plunkett, Eugene Ramirez; Attorney.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code § 54956.9(d)(2)
Number of Cases: One (1)

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6
City Negotiators: Carmany, 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

REPORTING OUT

City Attorney Thomas P. Duarte reported that no reportable action was taken during the closed session meeting.

[This Section has been intentionally left blank]

ADJOURNMENT

The Closed Session Meeting adjourned at 6:55 p.m., by Mayor Wu. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday, September 1, 2020 at 6:00 p.m. in the Management Resource Center Conference Room, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**AUGUST 4, 2020, 7:00 PM
REGULAR MEETING**

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

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

MINUTES

CALL TO ORDER

A Regular Meeting was called to order by Mayor Wu on Tuesday, August 4, 2020 at 7:02 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Council Members

Present: Council Members Dario Castellanos, Lloyd Johnson, Jessica Shewmaker (via phone), Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

Council Members

Absent: None

City Staff: David Carmany City Manager, Mark Persico Assistant City Manager, Thomas P. Duarte City Attorney, Lisa Sherrick Assistant City Clerk; other City staff presented reports and responded to questions as indicated in the minutes.

INVOCATION

Led by Pastor Samuel Martinez from Amazing Love Ministries.

PLEDGE OF ALLEGIANCE

Led by Councilmember Shewmaker

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Number of Cases: One (1)

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, 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

REPORTING OUT FROM CLOSED SESSION

City Attorney Thomas P. Duarte reported that no reportable action was taken during the closed session meeting.

PRESENTATIONS

- Recognition to Anna's Pizza
- Donation – Adopt A Senior Program –
 - Chinese American Association of West Covina
 - Dario Castellanos

ORAL COMMUNICATIONS - Five (5) minutes per speaker

- Angie Gillingham
- Brian Jobst
- Brian Tabatabai
- Caroline
- Emylou
- Ms. Avila
- Mr. Naranjo
- Bridgett Rameriz
- Steve Bennett
- Yusaf Arifin
- Daniel Luna
- Erin Lopez
- Mr. James Toma
- Steven Medina
- Sara Love
- Brant Frederickson
- Chris Miller
- Samuel Wong
- Mandy Chen

CITY MANAGER'S REPORT

Presentation given by Mr. Carmany

CONSENT CALENDAR

ACTION: Motion by Mayor Pro Tem, Second by Councilman Castellanos Carried 5-0 to: approve Consent Calendar Items 1-3, and 5-8.

ACTION: Motion by Mayor Pro Tem, Second by Councilman Castellanos Carried 4-1 (No: Johnson) to: Approve Consent Calendar Item 4.

APPROVAL OF MEETING MINUTES

- 1) **JULY 21, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED
SESSION MEETING MINUTES
JULY 21, 2020 CITY COUNCIL/SUCCESSOR AGENCY
REGULAR SESSION MEETING MINUTES**

Carried 5-0 to: approve the July 21, 2020, Closed Session Meeting Minutes and the July 21, 2020, Regular Session Meeting Minutes.

INVESTMENT REPORT

2) CONSIDERATION OF INVESTMENT REPORT FOR THE MONTH ENDED MAY 31, 2020

Carried 5-0 to: receive and file the Investment Report for the month ended May 31, 2020.

COMMUNITY DEVELOPMENT

3) CONSIDERATION OF APPROVAL OF TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AGREEMENT NO. 2020MP83, FOR THE SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

Carried 5-0 to: take the following actions:

1. Authorize the City Manager to negotiate and execute the Transfer Agreement with the Los Angeles County Flood Control District; and
2. Authorize the City Manager to negotiate and execute any amendments to the Transfer Agreement.

4) CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2471 - CODE AMENDMENT NO. 20-01, RELATED TO FILM PERMIT STANDARDS

Carried 4-1 (No: Johnson) to: adopt the following ordinance:

ORDINANCE NO. 2471 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 20-01, RELATED TO FILM PERMIT STANDARDS

HUMAN RESOURCES/RISK MANAGEMENT

5) CONSIDERATION OF GOVERNMENT TORT CLAIMS

Carried 5-0 to: deny the following Government Tort Claims and the claimants to be notified:

1. David Branconier vs. City of West Covina

6) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION

Carried 5-0 to: adopt the following Resolution:

RESOLUTION NO. 2020-77 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION

7) CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION

Carried 5-0 to: adopt the following Resolution:

RESOLUTION NO. 2020-76 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 1932

POLICE DEPARTMENT

8) CONSIDERATION OF APPLICATION FOR 2020 JUSTICE ASSISTANCE GRANT FROM U.S. DEPARTMENT OF JUSTICE

Carried 5-0 to: take the following actions:

1. Approve the 2020 Justice Assistance Grant application, totaling \$17,856, and authorize the Mayor and City Manager (or his designee) to execute all grant related documents; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2020-86 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (2020 BJA JAG GRANT)

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

9) PUBLIC HEARING TO CONSIDER CODE AMENDMENT NO. 20-04 FOR RESIDENTIAL AGRICULTURAL ZONE (R-A) AND SINGLE- FAMILY RESIDENTIAL ZONE (R-1) STANDARDS

Mayor Wu announced the Public Hearing matter, Assistant City Clerk Sherrick verified that proper legal notice was given, and Mayor Wu opened the Public Hearing at 8:51 p.m.

Public Comments in Favor:

None

Public Comment in Opposition:

None

---End of Public Comment---

There being no public speakers, Mayor Wu closed the public hearing at 9:08 p.m.

MOTION BY COUNCILMAN JOHNSON AND SECONDED BY COUNCILMAN CASTELLANOS CARRIED 5-0 to:

1. Council remanded the item back to Planning Commission for further analysis and recommendation.

**ORDINANCE NO. 2473 - AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT
NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-
AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD**

DEPARTMENTAL REGULAR MATTERS

CITY CLERK'S OFFICE

10) CONSIDERATION OF DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2020 ANNUAL CONFERENCE

***MOTION BY MAYOR TEM LOPEZ-VIADO AND SECONDED BY COUNCILMAN
CASTELLANOS CARRIED 5-0 to:***

Carried 5-0 to: designate Councilman Johnson as a voting delegate and Mayor Wu as an alternative for the League of California Cities 2020 Annual Conference and Expo, Annual Business Meeting (during General Assembly).

MAYOR/COUNCILMEMBERS REPORTS

NONE

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES

Councilman Johnson asked to revisit the sale of beer and wine at gas stations.

ACTION: MOTION BY COUNCILMAN JOHNSON AND SECOND BY COUNCILMAN CASTELLANOS CARRIED 3-2 (No: Mayor Pro Tem Lopez-Viado, Mayor Wu), Council directed the City Manager bring beer and wine sales back to Planning Commission for further discussion.

CITY COUNCIL COMMENTS

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Councilman Castellanos, and the meeting was adjourned at 9:17 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, August 18, 2020 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RINCON ENVIRONMENTAL, LLC

RECOMMENDATION:

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

1. Authorize the City Manager to negotiate and execute the First Amendment to the Professional Services Agreement between the City of West Covina and Rincon Environmental, LLC for Local Enforcement Agency (LEA) services.
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2020-87 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2020-21

BACKGROUND:

On March 4, 2020 the City entered into a Professional Services Agreement with Rincon Environmental LLC, to perform Local Enforcement Agency (LEA) duties and other environmental services related to the BKK landfill site. LEAs are designated by the governing body of a city and, upon certification by the California Department of Resources Recycling and Recovery (CalRecycle), are empowered to implement delegated CalRecycle programs and locally designated activities. LEAs have the primary responsibility for ensuring the correct operation and closure of solid waste facilities in the state. The City has had a designed LEA since adopting Resolution No. 8807 in April 1992.

Steve Samaniego, President, Rincon Environmental, LLC, is a former City employee who served as LEA and helped oversee post-closure operations. Due to the extensive knowledge that Steve possessed he was retained in March to help address the issues raised by CalRecycle related to former LEA activities.

DISCUSSION:

Since being retained in March Steve has traveled to Sacramento with City staff to meet with CalRecycle and to address the issues raised in their February 27, 2020 Notice of Intent to Decertify the LEA for the City of Wewst Covina (Attachment No. 1). Steve has updated the Enforcement Program Plan (EPP), the Designated Information Plan (DIP), and filed paperwork to amend the Solid Waste Facility Permit. The original Agreement was for an amount not to exceed \$29,990. That budget has been exhausted and the City still needs LEA services. Therefore, staff is proposing an amendment that would increase the budgeted amount by an additional \$35,000 and extend the term to June 30, 2021 (Attachment No. 2).

The EPP outlines steps taken to assure compliance with State law and the post-closure plan. It also contains information on the LEA operations and organizational structure. The DIP is a component of the EPP and contains an updated list of parcels adjacent to the closed landfill.

On June 15, 2020 an amendment to the Solid Waste Facility Permit was filed with CalRecycle. The amendment is a revision to the 1979 Solid Waste Facility Permit that BKK operated under, and the 1996 landfill closure permit. It reduces the footprint of the closed landfill to 444 acres, thus making the boundary of the Solid Waste Facility coterminous with the area where the Class I and Class III landfills operated for waste disposal. This amendment further clarifies that the City/Successor Agency property has never been part of the operating landfill where waste was disposed.

Staff is currently preparing for the decertification hearing, currently scheduled for September 30, 2020 in Sacramento. Significant progress has been made to address the issues enumerated in the February 27 Notice of Intent.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved the First Amendment as to form.

OPTIONS:

Options available to the City Council include:

1. Approve the First Amendment as presented.
2. Provide alternative direction to staff.

Prepared by: Mark Persico, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The funds to pay for the Rincon Environmental Services contract are available through the Deposit and Funding Agreement entered into on May 23, 2019 between the City and Singpoli BD Capital Group, LLC. Pursuant to Section 1 of the Agreement funds shall "fund monthly payments to the City for legal fees, consultant costs and staff time not otherwise included in the entitlement application and processing fees charged by the City." Based upon the recently executed First Amendment to the Agreement of Purchase, the \$405,000 deposit is non-refundable, and available for by the City as deemed appropriate. Included with this action is a request for budget amendment to utilize a portion of the proceeds for Fiscal Year 2020-21 (Attachment No. 3).

Attachments

Attachment No. 1 - Notice of Intent

Attachment No. 2 - First Amendment to PSA

Attachment No. 3 - Resolution No. 2020-87 (Budget Amendment)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Engage in Proactive Economic Development

California Environmental Protection Agency

CalRecycle 
Department of
Resources Recycling and Recovery

Gavin Newsom
California Governor

Jared Blumenfeld
Secretary for Environmental Protection

Ken DaRosa
CalRecycle Acting Director

February 27, 2020

Sent via Email and U.S. Mail

David Carmany
City Manager
City of West Covina
1444 W. Garvey Avenue South, Room 305
West Covina, CA 91790

**Re: Notice of Intent to Decertify the LEA for the City of West Covina
for the LEA's Failure to Fulfill Its Responsibilities and Obligations
under the Public Resources Code Division 30, Part 4, Chapter 2 and
Its Implementing Regulations**

Dear Mr. Carmany:

The purpose of this letter is to inform you that due to the City of West Covina's (the City) chronic failure to comply with and maintain its certification requirements for its local enforcement agency (LEA) designation¹ and its failure to acknowledge its jurisdiction and enforcement obligations over the BKK Sanitary Landfill (Landfill), the Department of Resources Recycling and Recovery (CalRecycle) intends to begin procedures to decertify the City as LEA and assume enforcement agency duties over solid waste facilities within the City's jurisdiction.

If the City would like to avoid a decertification action, it may withdraw its LEA designation by issuing a notice to CalRecycle as required by Title 14, section 18056 of the California Code of Regulations (CCR). CalRecycle must receive this notice by Monday, March 30, 2020. If CalRecycle does not receive such notice by that date, it will begin decertification proceedings, as required by Article 2.3, Chapter 5, Division 7, Title 14 of the CCR.

¹ It is important to note that, in addition to the issues raised in this letter, CalRecycle's records show that the City originally designated the Waste Management Enforcement Agency (WMEA) as its LEA in 1992. This designation has not been updated with CalRecycle although the WMEA no longer exists. This letter continues to refer to an LEA for the City, but this designation issue was not resolved.

Discussion

CalRecycle brought the issues in this letter to the City's attention at an in-person meeting at your offices on October 16, 2019. We were hoping to meet directly with you and other City leadership; however, the only City representatives present were Community Development Director, Jeff Anderson, and City Engineer, Michael Ackerman. At that meeting, we discussed information that had come to light regarding postclosure maintenance of the BKK Sanitary Landfill as well as continued issues with the LEA's maintenance of its certification requirements.

The LEA's Jurisdiction and Enforcement Obligations over the BKK Sanitary Landfill

The primary reason for the meeting on October 16, 2019, was for CalRecycle to impress upon the City's representatives CalRecycle's concern over the LEA's apparent misconceptions concerning the scope and extent of the LEA's jurisdiction and enforcement obligations with regard to the BKK Sanitary Landfill. This issue arose from CalRecycle staff's notation in a September 29, 2016, Postclosure Maintenance Plan (PCMP) Update Comment letter of certain deficiencies in BKK's proposed Update, which, among other things, stated:

[T]he Update should include the portions of the landfill property that have been previously omitted. The portions of the landfill property that have not been incorporated in the Update include the Target and Home Depot stores, along with the baseball park and associated recreational facilities. In order for CalRecycle to accept the Update, the matter of landfill boundary should be resolved by the operator and subsequently reflected in the Update. The Update should be revised to incorporate the entire landfill permitted boundary. Furthermore, should the operator propose modifying the permitted boundary, CalRecycle staff would like to point out that any changes in the physical boundaries of the landfill can be accepted only when such changes do not compromise the effectiveness of the landfill gas subsurface migration system, allowing for unbiased monitoring, not influenced by the presence of collection by the presence of collection system. Thus, only when the operator can demonstrate the monitoring system can be fully effective and functional, may CalRecycle concur with such proposal.

BKK's response to these deficiencies in their follow-up June 8, 2017, PCMP Update Comment letter appears to assert that the LEA's jurisdictional authority to enforce solid waste law over the portions of the permitted boundary of the Landfill that fall outside the waste footprint of the landfill was vitiated upon the

Landfill's closure: "The difference between the *historic* permit boundary for the 583-acre site and the current BKK parcel ownership of 424 acres is an *administrative issue*...[and] BKK does not propose to allocate postclosure funds to address the administrative issue of the permit boundary." (Emphasis added.) These statements suggest that, according to BKK, the permit's inclusion of the parcels outside of the waste footprint but within the permitted boundary are an "administrative issue" and thus not worthy of pursuit. CalRecycle thereafter advised BKK in the March 25, 2019, PCMP Update Comment letter (which, as all such letters, was copied to the LEA) that CalRecycle rejected this argument.

These statements by BKK took on critical significance to CalRecycle when the LEA made the following assertion: "The LEA agrees with BKK that the boundary issue between the historic 583-acre permit boundary and the current 424-acre BKK ownership boundary is an administrative issue." (Letter from LEA contractor TRC Solutions to BKK, Nov. 30, 2018.) While it is not clear what BKK or the LEA means by "administrative issue," it appears from the LEA's statement that the LEA has adopted the position that the LEA's jurisdictional authority to enforce solid waste law over portions of the permitted boundary of the Landfill outside of the waste footprint was vitiated upon the Landfill's closure. Such a position is a serious abrogation of the LEA's obligations and undercuts state solid waste law.

At the October 16, 2019, meeting, CalRecycle staff impressed this point upon the City representatives. CalRecycle staff explained the basic tenets of the permitting structure that forms the foundation of solid waste law in California. Particularly relevant here are the requirements that solid waste facilities have a long-term "buffer zone" between the edge of the waste footprint and the facility boundary delineated in the permit, and also that owners and operators of solid waste facilities bear the burden of maintaining the facility during its postclosure period. These requirements are critical for the continued protection of public health, safety, and the environment.

In the case of the BKK Sanitary Landfill, the owners/operators are responsible for the ongoing maintenance of the Landfill during its postclosure period. The Landfill consists of the waste footprint as well as the "buffer zone," which, when combined, forms the 583-acre permitted boundary of the Landfill. As you should be aware, the existence of this "buffer zone" is critical because it is meant to ensure that any explosive methane gases being generated as the waste decomposes can be controlled prior to reaching the Landfill boundary. And, in addition to the operator, all parties that own parcels within the permitted boundary of the Landfill are subject to the jurisdiction of the LEA so that the LEA can oversee the institutional controls for landfill gas and enforce against any such parties if there is noncompliance with the permit and solid waste laws.

Accordingly, unless and until the permitted boundary of the Landfill is revised, all parties that own parcels with the 583-acre permitted boundary are subject to the enforcement jurisdiction of the LEA. And, as discussed above, the Landfill boundary cannot be changed until it is clear that the boundary change will not compromise the effectiveness of the landfill gas subsurface migration system. This means the operator must be able to demonstrate the monitoring system can be fully effective and functional. As this has not happened, the 583-acre landfill boundary continues to constitute the boundary of the Landfill subject to enforcement oversight by the LEA.

After the foregoing was explained to City representatives at the October 16, 2019, meeting, CalRecycle staff and the City representatives agreed to a schedule whereby, among other things, the City would clarify its position on the issue of the LEA's jurisdictional authority to enforce solid waste law over the portions of the Landfill's permitted boundary outside of the waste footprint during postclosure.

However, when the City submitted documents to CalRecycle on December 31, 2019 and February 26, 2020, to address the deficiencies discussed at the October 16, 2019 meeting, those documents included the following statement:

The BKK Sanitary Landfill Solid Waste Facility Permit (SWFP) No. 19-AF-0001 dated April 27, 1979 *expired* as of the landfill closure to receipt of waste on September 14, 1996. (Emphasis added.)

By this statement, it appears that the City has nevertheless determined to maintain the position that the LEA's jurisdictional authority to enforce solid waste law over the portions of the Landfill's permitted boundary out of the waste footprint vitiated upon closure. For the forestated reasons, such a position cannot stand.

The City's Failure to Maintain its LEA Certification

The secondary reason for the October 16, 2019, meeting was to address the ongoing failure of the City to maintain its LEA certification requirements. Most recently, the LEA has failed to demonstrate that there is no conflict of interest between LEA oversight and BKK operational activities. In addition, the LEA has not been meeting other certification requirements and benchmarks required by the LEA's October 4, 2018 Evaluation Workplan.

In response to the October 16, 2019, meeting with CalRecycle, the City requested the option to submit a Designation Information Package (DIP) and an updated Enforcement Program Plan (EPP). CalRecycle provided task milestones and a due date of November 21, 2019 (this date was based on the LEA's next EPP due date). This date was extended to December 31, 2019, and again to February 26, 2020. The City submitted documents on November 27,

2019, December 31, 2019, and February 26, 2020. These documents were intended to update the LEA's EPP and bring the LEA into compliance with its certification requirements. Nevertheless, and even after back and forth communications with CalRecycle staff, the City was not able to demonstrate that it has resolved its outstanding certification requirements.

Conflict of Interest

Where a local jurisdiction has a department that is the "operating unit"² for a solid waste facility, whether currently operating or closed, it must house its enforcement agency in a separate department in order to avoid a conflict of interest:

No local governmental department or agency, or any employee thereof, which is the operating unit for a solid waste handling or disposal operation shall be the enforcement agency, or an employee thereof, for the types of solid waste handling or disposal operation it conducts unless authorized by the board to act in that capacity.

(Pub. Resource Code, § 43207.)

This provision is meant to ensure the same department responsible for operations or contracts for operations over a solid waste facility is not also responsible for enforcement activities over its actions as operator. Typically, this provision is satisfied with an organizational chart in the EPP that clearly shows the separation between operations and enforcement.

In the documents the City submitted to CalRecycle on December 31, 2019 and February 26, 2020, the City states that it has designated the Community Development Division as the LEA and the Community Development Director, Jeff Anderson, will be the LEA Program Manager and oversee the contract with TRC Solutions, the contractor providing the LEA services (TRC Contract). Nevertheless, the TRC Contract states that TRC Solutions will meet the following needs:

The City took over remedial operations from BKK Corporation in October 2004 providing oversight on remediation and closure activities. Under the City and the Successor Agency to the Redevelopment Agency oversight, the former landfill is being transformed to support 360,000 square feet of commercial property,

² ""Operating unit" means a local agency within the jurisdiction of the designating local governing body that operates, causes to operate, or administers contracts or agreements for any portion of a facility or solid waste handling and disposal system." (Cal. Code Regs., tit. 14, § 18011, subd. (a)(17).)

an 18-hole golf course, and a 47-acre natural habitat preserve....
The City and Successor Agency are seeking professional services in support of monitoring on-going operation and maintenance (O&M) activity at the landfill to insure [sic] human health and safety as development and expansion of new public use continues.

The contract goes on to state that TRC Solutions will serve both as LEA and as consultant to the Successor Agency in its development oversight of the BKK Sanitary Landfill site. According to the City's public webpage, the Successor Agency is also housed in the Community Development Division under Jeff Anderson.

The documents submitted by the City on December 31, 2019, also included a contract with Rincon Environmental, LLC and the Successor Agency (Rincon Contract) for "LEA environmental consulting and oversight inspection services to the [Successor] Agency with respect to the BKK landfill Site." Publicly available information also suggests that the Successor Agency manage or administers contracts or agreements relative to parcels within the Landfill boundary. The February 26, 2020 document submittal did not include the Rincon Contract and included a notation on the DIP checklist that "Steve Samaniego & Rincon do not perform LEA duties for the City of West Covina." Nevertheless, CalRecycle has received no information to suggest that the Rincon Contract has been amended or voided. Merely removing it from the document submittal does not change the contract's terms. And, as shown herein, cancelation or amendment of the Rincon Contract alone does not alleviate the LEA's apparent conflict of interest issues.

The documents submitted on February 26, 2020, also amend the City's organizational chart to move Landfill Operations (under Mitch Kaplan of BKK) into the Community Development Department under Community Development Director, Jeff Anderson, who, as the organization charts states, is also the LEA Program Manager. This appears to mean that the LEA, the Successor Agency, and Landfill Operations are not only all housed in the same department, but also report to the same person. The accompanying draft resolution does not repair this apparent conflict of interest. As stated above, the department responsible for operations cannot also be responsible for enforcement.

In addition to the documents submitted to CalRecycle by the City, CalRecycle has received additional information that suggest a conflict of interest. Inspection reports submitted to CalRecycle include statements that make it appear the LEA is acting on behalf of the BKK owner/operator by taking actions related to

recommendations from CalRecycle's May 2017 investigation report.³ Further, in the EA30 grant application submitted to CalRecycle, the grant application stated: "As the Local Enforcement Agency (LEA) for the BKK Class III Landfill, the City of West Covina intends to use the FY 2019-2020 funds to conduct vapor probe inspections, evaluate conditions of existing perimeter vapor probes, replace existing vapor probes with new probes, and install additional fencing for site security to prevent trespassers from entering landfill without approval." Actions like installing probes and security fencing appear to be related to site maintenance rather than LEA oversight activities, and LEA grant funds are only available for LEA activities.

As discussed in the previous section, the LEA has jurisdictional authority over all owners and operators of the BKK Sanitary Landfill, including those who own property within the "buffer zone" of the permitted boundary. The Community Development Department houses the Successor Agency, the LEA, and Landfill Operations, as well as the TRC Contract and Rincon Contract, both of which appear to contain scopes of work related to the maintenance and development of the BKK Sanitary Landfill site as well as LEA oversight activities. The contracts and agreements for development of the Landfill site as well as Landfill maintenance activities appear to make the Community Development Department the operating unit for the Landfill, which means the LEA cannot also be housed in the Community Development Department. Further, the contractor providing LEA services cannot also perform maintenance and operational duties for the Landfill the LEA is overseeing, which is what is stated in the TRC Contract and suggested in the EA30 grant and inspection reports prepared by TRC Solutions.

Failure to Meet Other Requirements

In addition to the foregoing, the LEA has a history of noncompliance with certification requirements. The LEA has failed to provide the formal documentation necessary to meet EPP certification in 2018 and 2019. As a result of findings in the City's last LEA Evaluation, a formal Evaluation Workplan to correct deficiencies was approved in October 2018. The LEA has missed several key milestones required by the Workplan. Specifically, the LEA has not compelled the owner/operator of the BKK Sanitary Landfill to take actions related to landfill gas monitoring probe investigation statuses; the LEA continues to cite "areas of concern" without increasing those citations to "violations" when the areas of concern are repeatedly not corrected; and the LEA has not consistently cited site security violations.

³ *Viability and Integrity Assessment of Landfill Gas Compliance Wells BKK Landfill City of West Covina, Los Angeles County Facility No. 19-AF-0001*. Prepared by Gino Yekta, PE, REHS, Senior Waste Management Engineer on May 31, 2017.

Additionally, in the documents submitted to CalRecycle on December 31, 2019 and February 26, 2020, the City states in the LEA time task analysis that the total staff for the LEA constitute 0.23 FTE. LEAs are required to maintain at least one or more full time staff members dedicated solely to solid waste and one of these dedicated staff must be a registered environmental health specialist (REHS). (Cal. Code Regs., tit. 14, § 18072, subd. (a).) The City's time task analysis states that the contract REHS will work 20 hours per week if needed and "will be hired on an as need [sic] basis depending on workload." As such, the time task analysis does not meet LEA certification requirements for technical resources.

Conclusion

Based on the foregoing, CalRecycle has determined that proceeding with decertification of the LEA for the City is necessary for the protection of public health, safety, and the environment.

If the City would like to avoid a decertification action, it may withdraw its LEA designation by issuing a notice to CalRecycle as required by Title 14, section 18056 of the CCR. CalRecycle must receive this notice by Monday, March 30, 2020. If CalRecycle does not receive such notice by that date, it will begin decertification proceedings, as required by Article 2.3, Chapter 5, Division 7 of Title 14 of the CCR.

This letter does not constitute a complete list of grounds for action over the LEA as permitted by Article 2.3, Chapter 5, Division 7 of Title 14 of the CCR. CalRecycle reserves the right to add any and all applicable grounds should it pursue an action over the LEA.

Should you have any questions, you may contact Kate Nitta at (916) 341-6067.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kathleen Nitta', followed by a stylized flourish.

Kathleen Nitta
Senior Staff Counsel

CC: Jeff Anderson
Community Development Director & LEA Program Manager,
City of West Covina

Michael Ackerman
City Engineer, City of West Covina

Kris Kazarian
BKK Corporation

Kelly P. McGregor
President, Tetra Tech BAS, agent for BKK Corporation

**FIRST AMENDMENT TO
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
RINCON ENVIRONMENTAL LLC
FOR
LOCAL ENFORCEMENT AGENCY REGULATORY COMPLIANCE SERVICES**

This First Amendment ("First Amendment"), is made and entered into as of the 31st day of July, 2020 ("Effective Date"), by and between the CITY OF WEST COVINA ("City"), and RINCON ENVIRONMENTAL LLC, a California limited liability company ("Consultant").

WHEREAS, on March 4, 2020, City and Consultant entered into a Professional Services Agreement for Local Enforcement Agency Regulatory Compliance Services ("Original Agreement"); and

WHEREAS, City and Consultant desire to amend the Original Agreement pursuant to the provisions of this First Amendment; and

WHEREAS, City and Consultant intend and desire to have this First Amendment be effective retroactive to the Effective Date.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This First Amendment shall be effective retroactive to the Effective Date.
2. Section 2.1 of the Original Agreement is hereby amended to reflect that Consultant's total compensation shall not exceed Sixty-Four Thousand Nine Hundred Ninety Dollars (\$64,990.00).
3. The term of the Agreement shall be extended through June 30, 2021.
4. All terms not defined herein shall have the same meaning and use as set forth in the Original Agreement.
5. All other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.

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

CITY OF WEST COVINA

CONSULTANT

David N. Carmany
City Manager

Steven L. Samaniego
Steven Samaniego
President

RESOLUTION NO. 2020-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 (RINCON ENVIRONMENTAL, LLC)

WHEREAS, on June 23, 2020 the City Council adopted Resolution 2020-64 thereby approving the Fiscal Year 2020-2021 “Annual Operating & Capital Improvement Program Budget;” and

WHEREAS, on March 4, 2020 the City Manager executed a Professional Services Agreement with Rincon Environmental, LLC for Local Enforcement Agency (LEA) and other environmental services related to BKK landfill.

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

SECTION 1. That the budget amendment for Fiscal Year 2020-2021 is hereby approved as reflected in Exhibit A attached hereto.

SECTION 2. That this resolution shall be effective immediately upon passage and adoption.

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

PASSED, APPROVED, AND ADOPTED on this 18th day of August 2020.

Tony Wu
Mayor

APPROVED AS FORM

ATTEST

Thomas Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK, HEREBY CERTIFY that the foregoing resolution, Resolution No. 2020-87, was duly adopted by the City Council of the City of West Covina,

California, at a regular meeting thereof on the 18th day of August 2020, by the following vote of the City Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lisa Sherrick
Assistant City Clerk

EXHIBIT "A"

<p>BA #</p> <p>Posted By:</p> <p>Date Posted:</p>
--

Fiscal Year: 2020-2021
Amount: \$35,000.00
Description: Reclass Funds

[illegible]

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
145.00.4818	Miscellaneous	-	35,000.00	35,000.00
				-
				-
				-
				-

Funding for a professional services agreement with Rincon Environmental LLC for Local Enforcement Agency regulatory compliance services.
--

City Council Approval Date (if required, attach minutes): _____ ☐ Approval Not Required

Finance Director: _____ Date: _____

Funds Available? ☐ Yes ☐ No

City Manager: _____ Date: _____
(If over \$100,000)

☐ Approved ☐ Denied



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF RESOLUTION NO. 2020-91 EXTENDING THE LOCAL
EMERGENCY DECLARATION**

RECOMMENDATION:

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

RESOLUTION NO. 2020-91 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020 AND JULY 21, 2020

BACKGROUND:

On March 17, 2020, the City Council adopted Resolution 2020-19, ratifying Proclamation 2020-01 declaring existence of a local emergency, which was issued by the City Manager acting in the capacity of Director of Emergency Services. The local emergency is due to the novel coronavirus (COVID-19) pandemic. Following adoption of the resolution, the City Council needs to review and reevaluate the need for continuing the local emergency at least once every thirty (30) days in conformance with Section 8-7(a)(2) of the West Covina Municipal Code (WCMC). The City Council previously continued the local emergency on April 7, 2020, May 5, 2020, June 2, 2020, June 23, 2020 and July 21, 2020. The WCMC also authorizes the City Manager acting in the capacity of Director of Emergency to promulgate written orders and regulations during the emergency. Such rules and regulations must be confirmed by the City Council at the earliest practicable time.

DISCUSSION:

The City Manager acting in the capacity of Director of Emergency Services has mobilized appropriate staff and other resources on a daily basis to address the COVID-19 pandemic. Staff at all levels of the organization have been engaged in the response.

As of August 11, 2020, there were 19,936,210 confirmed cases of COVID-19 globally. On August 11, 2020, California reported that, as of August 10, 2020, there were 574,411 confirmed cases in California. As of August 10, 2020, there were 211,808 confirmed cases in Los Angeles County, including 2,307 confirmed cases in the City of West Covina according to the Los Angeles County Department of Public Health. Health officials expect the number of cases in California, the United States and worldwide to increase. It is essential that the City continue to provide

basic services and provide for continuity of services over the long-term. Staff is requesting that the City Council continue the local emergency.

On August 5, 2020, the City Manager, acting in his capacity as the Director of Emergency Services, issued a written order establishing the West Covina Open Air Program (the "Program") to enable the temporary use of public and private rights-of-way by restaurants and businesses to promote physical distancing during the pandemic and temporarily suspending certain West Covina Municipal Code ("WCMC") requirements to facilitate the Program (Attachment No. 2). As part of the written order, the City Manager temporarily suspended the following WCMC requirements:

- Subsections (b)(1), (b)(2) and (b)(3) of Section 26-609 (Major promotional event; commercial center and a business on its own site (not in P-B, O-S, I-P zones))
- Subsection (b)(1) of Section 26-615 (Special Event – Minor promotional event; commercial business (not in P-B, O-S, and I-P zones))
- Subsection (e) of Section 25-582 (Parking ratios, nonresidential (except PAR))
- The requirement for an Administrative Use Permit for restaurants with outdoor dining set forth in Section 26-597 (Land uses (except industrial or manufacturing uses))
- The requirement set forth in Section 26-597 (Land uses (except industrial or manufacturing uses)) that: "Uses specifically noted as "(Outdoor Display)" are allowed providing all functions other than display are at all times conducted within an enclosed building."
- The requirement that restaurants obtain an Administrative Use Permit for onsite alcohol sales set forth in Section 26-685.104.5 (On-sale alcohol use – Administrative use permit)
- Subsection (a)(1) of Section 26-685.105 (Change or intensification of existing on-sale or off-sale alcohol use)
- Section 26-685.106
- Section 7-184(b) (Streets and highways; dedication required)
- The requirement for an Administrative Review application for restaurants with outdoor dining set forth in Section 3.1A (Permitted Land Uses) of the Downtown Code
- Subsections (D)(i), (D)(ii)(a)-(d) of Section 10.1 (Other Standards) of the Downtown Code

In addition to suspending the above WCMC requirements, the written order also waives the Open Air Temporary Use Permit fee, Alcoholic Beverage Permit fee, Open Air Program Encroachment Permit fee, and Fire Department fees associated with special event permits and temporary use permits for Program participants.

Under the Program, restaurants and businesses can obtain an Open Air Temporary Use Permit ("Open Air TUP") to conduct their operations outdoors. The process for obtaining an Open Air TUP is as follows:

- Submit complete application
- Receive an email confirming conditional approval (within 1 business day)
- Upon receipt of email confirming conditional approval of the Open Air TUP, applicant can set up the outdoor area
- Applicant to schedule inspection with Fire Department within 7 days of receipt of Open Air TUP conditional approval
- Fire Department personnel will conduct an onsite inspection.
- Fire Department will provide the final approval of the Open Air TUP after inspection

Program participants must agree to comply with several requirements to conduct outdoor operations, including, but not limited to, the City's conditions of approval and compliance with all applicable local, State, and Federal laws and regulations at all times while the Open Air TUP is valid, including, but not limited to, the Governor's Stay-at-Home Order, the Los Angeles County Department of Public Health Officer's Safer at Home Order, laws regarding the obstruction of vehicular traffic, the Americans with Disabilities Act, Department of Alcoholic Beverage Control (ABC) regulations and orders relating to the service of alcohol, and Los Angeles County health laws relating to the provision of food services.

The Open Air TUP application is included as Attachment No. 3.

The order will remain in effect until the termination of the State and local emergencies, unless terminated sooner or further extended by the Director of Emergency Services or the City Council. The order was necessary to address the local emergency. The City Council is hereby requested to approve and confirm the written order pursuant to Section 8-7(a)(7) of the West Covina Municipal Code.

LEGAL REVIEW:

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

OPTIONS:

The options available to the City Council are as follows:

1. Adopt the resolution as submitted.
2. Determine the local emergency has ceased.
3. Provide alternative direction.

Prepared by: Mark Persico, Assistant City Manager

Attachments

Attachment No. 1 - Resolution No. 2020-91

Attachment No. 2 - Exhibit A ORDER 12

Attachment No. 3 - Open Air TUP Application

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

RESOLUTION NO. 2020-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020 AND JULY 21, 2020

WHEREAS, the California Emergency Services Act (Government Code Section 8550 et seq.) authorizes the City Council, or an official designated by ordinance adopted by the City Council, to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, West Covina Municipal Code section 8-7(a)(1) empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, on March 16, 2020, the City Manager declared a local emergency as authorized by Government Code section 8630(a) and West Covina Municipal Code section 8-7(a)(1) through Proclamation No. 2020-01 due to the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-19, ratifying the City Manager's proclamation as required by Government Code section 8630(b) and West Covina Municipal Code section 8-7(a)(1); and

WHEREAS, Section 8-7(a)(2) of the West Covina Municipal Code empowers the City Manager to request that the City Council review the need for continuing the local emergency at least once every 30 days until the City Council terminates the local emergency; and

WHEREAS, at the time the City Council ratified the proclamation, the World Health Organization (WHO) reported, as of March 15, 2020, 153,517 confirmed cases of COVID-19 globally, 5,735 of which resulted in death. On August 11, 2020, the WHO reported 19,936,210 confirmed cases globally, 732,499 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the California Department of Public Health (CDPH) reported that, as of March 15, 2020, there were 335 confirmed cases of COVID-19 in California, six (6) of which resulted in death. On August 11, 2020, CDPH reported that, as of August 10, 2020, there were 574,411 confirmed cases in California, 10,468 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the Los Angeles County Department of Public Health ("LA County Health Department") reported that, as of March 15, 2020, Los Angeles County had 69 confirmed cases, including one (1) death and one (1) confirmed case at West Covina High School. On August 11, 2020, the LA County Health

Department reported that, as of August 10, 2020, Los Angeles County had 211,808 confirmed cases, 5,057 of which resulted in death; and

WHEREAS, as of August 10, 2020, the LA County Health Department reported 2,307 confirmed cases in the City of West Covina, 39 of which resulted in death; and

WHEREAS, health officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, on April 7, 2020, the City Council adopted Resolution No. 2020-22, determining there was a need to continue the local emergency and confirming the written orders and regulations promulgated by the City Manager; and

WHEREAS, on May 5, 2020, the City Council adopted Resolution No. 2020-41, determining there was a need to continue the local emergency and confirming the written orders and regulations promulgated by the City Manager; and

WHEREAS, on June 2, 2020, the City Council adopted Resolution No. 2020-45, determining there was a need to continue the local emergency; and

WHEREAS, on June 23, 2020, the City Council adopted Resolution No. 2020-68, determining there was a need to continue the local emergency; and

WHEREAS, on July 21, 2020, the City Council adopted Resolution No. 2020-85, determining there was a need to continue the local emergency; and

WHEREAS, the City Manager has requested that the City Council review the need for continuing the local emergency in accordance with Section 8-7(a)(2) of the West Covina Municipal Code; and

WHEREAS, the City Council has reviewed the need for continuing the local emergency as required by West Covina Municipal Code section 8-7(a)(2); and

WHEREAS, the City Council finds that the conditions resulting from the COVID-19 emergency are still beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, Section 8-7(a)(7) of the West Covina Municipal Code permits the City Manager to promulgate written orders and regulations to provide for the protection of life and property as affected by the emergency, and requires that such rules and regulations be confirmed at the earliest practicable time by the City Council; and

WHEREAS, the City Manager has promulgated the written order set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the City Council desires to confirm such written order.

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

SECTION 1. The City Council has reviewed the need for continuing the local emergency as required by West Covina Municipal Code section 8-7(a)(2), and determines, based on the foregoing recitals, that there is a need to continue the local emergency.

SECTION 2. This local emergency shall continue to exist until the City Council proclaims the termination of the local emergency. The City Council shall review the need for continuing the local emergency in the manner required by law.

SECTION 3. The City Council confirms the written order set forth in Exhibit A.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 18th day of August, 2020.

Tony Wu
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. 2020-91 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A
WRITTEN ORDER

WRITTEN ORDER NO. 12**WRITTEN ORDER OF THE CITY MANAGER OF THE CITY OF WEST COVINA, CALIFORNIA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES, ESTABLISHING THE WEST COVINA OPEN AIR PROGRAM TO ENABLE THE TEMPORARY USE OF PUBLIC AND PRIVATE RIGHTS-OF-WAY BY RESTAURANTS AND BUSINESSES TO PROMOTE PHYSICAL DISTANCING DURING THE COVID-19 PANDEMIC AND TEMPORARILY SUSPENDING CERTAIN WEST COVINA MUNICIPAL CODE REQUIREMENTS TO FACILITATE SUCH PROGRAM**

WHEREAS, the California Emergency Services Act (Government Code Section 8550 et seq.) authorizes the City Council, or an official designated by ordinance adopted by the City Council, to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, West Covina Municipal Code section 8-7(a)(1) empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, in the event of the proclamation of a local emergency, West Covina Municipal Code section 8-7(a)(7)(a) authorizes the City Manager, as the Director of Emergency Services, to promulgate written orders and regulations to provide for the protection of life and property as affected by such emergency; and

WHEREAS, on March 16, 2020, the City Manager declared a local emergency as authorized by Government Code section 8630(a) and West Covina Municipal Code section 8-7(a)(1) through Proclamation No. 2020-01 due to the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-19, ratifying the City Manager's proclamation as required by Government Code section 8630(b) and West Covina Municipal Code section 8-7(a)(1); and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, which mandates that all individuals living in the State of California stay home or at their place of residence, except as needed to maintain the continuity of operations of essential services sectors; and

WHEREAS, on March 19, 2020, the Los Angeles County Department of Public Health ("LA Public Health") issued a Safer at Home Order for Control of COVID-19, restricting and limiting gatherings and ordering the immediate closure of non-essential retail businesses, indoor malls and shopping centers, and indoor and outdoor playgrounds for children; and

WHEREAS, on May 4, 2020, Governor Newsom announced that, beginning May 8, 2020, the State could begin to move into Stage Two of the State's "Roadmap to Pandemic Resilience," which allowed certain lower-risk businesses to gradually reopen with adaptations; and

WHEREAS, on May 6, 2020, LA Public Health issued a five-stage roadmap to recovery outlining a phased approach to modifying the County's Safer at Home Order and a reopening process for certain businesses; and

WHEREAS, pursuant to State and County directives, restaurants and businesses were permitted to reopen throughout May and June, subject to specified requirements, including, but not limited to, physical distancing and infection control practices; and

WHEREAS, on July 1, 2020, following a surge in cases, the State ordered the immediate closure of indoor operations for restaurants, movie theaters, family entertainment centers, zoos, museums and cardrooms in 19 counties that remained on the County Monitoring List for three (3) consecutive days, including Los Angeles County, and the closure of all brewpubs, breweries, bars, and pubs, both indoors and outdoors, subject to certain exceptions. On July 13, 2020, the State expanded this order to all counties; and

WHEREAS, on July 13, 2020, the State ordered the closure of businesses in the following industries in counties that have remained on the County Monitoring List for three (3) consecutive days, including Los Angeles County, unless they can be modified to operate outside or by pick-up: gyms and fitness centers, places of worship and cultural ceremonies, offices for non-critical infrastructure sectors, personal care services, hair salons and barbershops, and shopping malls. The State's directive indicated that shops that offer tattoos, piercings and electrolysis may not be operated outdoors and must close; and

WHEREAS, the City of West Covina is taking steps to ensure restaurants and businesses have the ability to operate safely during the COVID-19 pandemic and economic recovery using available public and private rights-of-way; and

WHEREAS, the City of West Covina desires to temporarily authorize restaurants and businesses to expand operations onto sidewalks and public and private parking spaces within the City; and

WHEREAS, this Order is adopted pursuant to the City's police powers and powers afforded to the City during local, state, and national emergencies and an unprecedented pandemic, such powers being afforded by the California Constitution, the California Government Code, and the West Covina Municipal Code. This Order is necessary for the preservation of the public peace, health and safety. Pursuant to Government Code section 8634 and West Covina Municipal Code section 8-7(a)(7)(a), this Order is

necessary to provide for the protection of life and property affected by the COVID-19 pandemic and the local, state, and national emergencies.

NOW, THEREFORE, THE CITY MANAGER OF THE CITY OF WEST COVINA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES, ORDERS AS FOLLOWS, SUBJECT TO CONFIRMATION BY THE WEST COVINA CITY COUNCIL:

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. In order to support restaurants and businesses impacted by the COVID-19 pandemic and support the re-opening of businesses under Governor Newsom's recovery plan for California, and Los Angeles County's recovery plan for Los Angeles County, the West Covina Open Air Program (the "Program") is hereby established.

SECTION 3. The following provisions of the West Covina Municipal Code shall be temporarily suspended so long as this Order remains in effect:

- Subsections (b)(1), (b)(2) and (b)(3) of Section 26-609 (Major promotional event; commercial center and a business on its own site (not in P-B, O-S, I-P zones))
- Subsection (b)(1) of Section 26-615 (Special Event – Minor promotional event; commercial business (not in P-B, O-S, and I-P zones))
- Subsection (e) of Section 25-582 (Parking ratios, nonresidential (except PAR))
- The requirement for an Administrative Use Permit for restaurants with outdoor dining set forth in Section 26-597 (Land uses (except industrial or manufacturing uses))
- The requirement set forth in Section 26-597 (Land uses (except industrial or manufacturing uses)) that: "Uses specifically noted as "(Outdoor Display)" are allowed providing all functions other than display are at all times conducted within an enclosed building."
- The requirement that restaurants obtain an Administrative Use Permit for onsite alcohol sales set forth in Section 26-685.104.5 (On-sale alcohol use – Administrative use permit)
- Subsection (a)(1) of Section 26-685.105 (Change or intensification of existing on-sale or off-sale alcohol use)
- Section 26-685.106
- Section 7-184(b) (Streets and highways; dedication required)
- The requirement for an Administrative Review application for restaurants with outdoor dining set forth in Section 3.1A (Permitted Land Uses) of the Downtown Code
- Subsections (D)(i), (D)(ii)(a)-(d) of Section 10.1 (Other Standards) of the Downtown Code

SECTION 4. Businesses that wish to temporarily provide goods and services in outdoor areas shall be permitted to operate outdoors for the duration of this Order, subject to the following:

- a. Prior to commencing outdoor operations, businesses shall obtain an Open Air Temporary Use Permit, which shall be in a form approved by the City Manager and the City Attorney;
- b. Businesses shall comply with all requirements of the Open Air Temporary Use Permit, including, but not limited to, the conditions of approval;
- c. Businesses shall comply with California Department of Public Health (CDPH) "COVID-19 Industry Guidance" criteria;
- d. Businesses shall comply with all requirements of the Program, as such requirements may be amended from time to time.

SECTION 5. The Open Air Temporary Use Permit fee, Alcoholic Beverage Permit fee, Open Air Program Encroachment Permit fee, and Fire Department fees associated with special event permits and temporary use permits shall be waived for Program participants.

SECTION 6. Open Air Temporary Use Permits shall only be issued for business sectors that are permitted by the State and County to operate outdoors. If the State or the County orders the closure of outdoor operations for any business sector for which a business has been issued an Open Air Temporary Use Permit, the Open Air Temporary Use Permit shall be automatically suspended for the duration of such ordered closure. If the State or County orders the modification of outdoor operations for any sector for which a business has been issued an Open Air Temporary Use Permit, the requirements of such order shall supersede any inconsistent provisions contained in the Open Air Temporary Use Permit.

SECTION 7. The Planning Division is hereby authorized to issue Open Air Temporary Use Permits, provided that all requirements set forth in this Order are met.

SECTION 8. The Fire Chief is hereby authorized to waive ordinary requirements relating to fire prevention and protection for outdoor operations for specific Open Air Temporary Use Permit applications, provided that the Fire Chief has reviewed the specific application, has inspected or caused to be inspected the proposed outdoor operations area, and has determined that the requirement(s) to be waived will not be detrimental to the public health, safety, or welfare.

SECTION 9. While this Order is in effect, the provisions of any permit issued pursuant to this Order and the Program shall supersede any inconsistent provisions contained in any permit issued prior to the effective date of this Order.


SECTION 10. This Order shall become effective immediately, and shall remain in effect until the termination of the State and local emergencies, unless terminated sooner or further extended by the Director of Emergency Services or the City Council.

SECTION 11. If any section, subsection, sentence, clause, phrase or word of this Order is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the remaining provisions of this Order.

SECTION 12. This Order is subject to confirmation by the City Council in accordance with Section 8-7(a)(7)(a) of the West Covina Municipal Code.

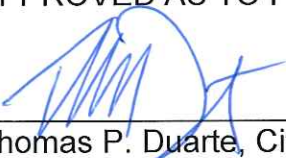
SECTION 13. The Assistant City Clerk shall cause this Order to be widely publicized and noticed in accordance with Government Code section 8634 and West Covina Municipal Code section 8-7(a)(7)(a).

ORDERED this 5th day of August, 2020.



David Carmany, City Manager

APPROVED AS TO FORM:



Thomas P. Duarte, City Attorney

ATTEST:



Lisa Sherrick, Assistant City Clerk

OPEN AIR TEMPORARY USE PERMIT (TUP) APPLICATION

Applicant Information:

Business Name ("Applicant"): _____

Business Address: _____

Contact Name: _____

Primary Cell Phone#: _____ E-mail: _____

Business License #: _____

Property Owner/Landlord Information:

Name: _____

Address: _____

Phone: _____ E-mail: _____

Outdoor business operations will be in:

☐ Public Property/Right-of-Way
(sidewalk, parking lot, street)

☐ Private Property

Submittal Requirements:

1. **Site Plan:** 8.5" x 11" site plan showing the location of the outdoor dining. Please see instructions and conditions of approval to see what needs to be included in the site plan.
2. **Property Owner Acknowledgement**
3. **Conditions of Approval:** Applicant must review and sign to acknowledge compliance of all items on the conditions of approval.
4. **Copy of Valid Business License**

If your intended use requires the use of Public Property/Right-of-Way, the following is also required:

5. **Temporary Encroachment Permit Agreement:** Agreement requires proof of insurance

By signing below, I declare under penalty of perjury that I am authorized to execute this application on behalf of the business named above, and declare and agree that the business will abide by the following:

- The business will comply with the Conditions of Approval attached hereto as Exhibit "A."

- If the business will serve alcohol in an outdoor dining area, the business is authorized to serve alcohol in the proposed outdoor dining area in accordance with requirements of the California Department of Alcoholic Beverage Control (ABC) and the business is submitting a copy of the "ABC COVID-19 Temporary Catering Authorization" with this application or will submit a copy of said authorization to the City's Planning Division prior to establishing the proposed outdoor activity.
- Business operations will not obstruct any Americans with Disabilities Act (ADA) required paths of travel, including internal walkways/sidewalks and ADA parking stalls.
- Business has obtained authorization from the property owner/landlord and adjacent property owner/landlord, if applicable and is submitting a copy of such authorization(s) with this application.
- Temporary outdoor business operation areas shall be kept clean of all trash, debris, spills, etc. at all times during use.
- Applicant agrees to remove all personal property and debris and return the outdoor business operation location to its original condition within seven (7) days after the expiration of the permit. Applicant understands that failure to return the property to its original condition and remove all personal property and debris within said 7-day period will result in City's removal and clean up at Applicant's sole cost and expense, plus administrative overhead costs. If the City is required to remove any personal property and/or restore the location to its original condition, Applicant agrees that the business will be required to reimburse the City for such costs and the administrative costs within thirty (30) days of written notification from the City of such costs.
- Applicant will comply with all applicable local, State, and Federal laws and regulations at all times while the Open Air TUP is valid, including, but not limited to, the Governor's Stay-at-Home Order, the Los Angeles County Department of Public Health Officer's Safer at Home Order, laws regarding the obstruction of vehicular traffic, the Americans with Disabilities Act, Department of Alcoholic Beverage Control (ABC) regulations and orders relating to the service of alcohol, and Los Angeles County health laws relating to the provision of food services.
- Applicant acknowledges and agrees that the City reserves the right to order modifications to or removal of the outdoor business operation area if: (1) the area creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic due to existing conditions in the surrounding right-of-way and the City finds the installation represents a danger to the health, safety or general welfare of the public, (2) the outdoor activities cause a disruption of the safe operations of the property or the adjacent land uses, (3) the business violates the terms of this application, the Open Air Temporary Use Permit, or any State, County, or City laws, orders, or regulations, or (4) the City determines such modifications or removal are necessary for the health, safety or general welfare of the public.
- Owners and operators of any business operating in a temporary outdoor business operation area shall have the sole and exclusively obligation to ensure necessary approvals from property owners, other establishments, the City, and the ABC (as applicable) prior to operating in a temporary outdoor business operation area, and shall bear all risks and liabilities associated with operating in a temporary outdoor business operation area. As a condition to operating, and as a condition to being issued an Open Air Temporary Use Permit, businesses must agree to defend, indemnify, and hold the City harmless for any liabilities of any kind relating to or arising from operating in a temporary outdoor operating area. Businesses are solely and exclusively responsible for procuring and coordinating all operational aspects associated with a temporary outdoor operational area, including but not limited to obtaining consent from property owners, adjacent establishments, and insurance providers.

- To the maximum extent permitted by law, Applicant hereby knowingly assumes any risk and cost of operating pursuant to the Open Air Temporary Use Permit. Applicant shall defend, indemnify, and hold the City of West Covina, its officials, officers, employees, agents, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, to government entities, property or persons, including wrongful death (collectively "Claims") in any manner arising out of or in connection with the Applicant's use of the permitted Open Air Temporary Use Permit area, including any acts or omissions of Applicant or its employees or agents in connection with the temporary site use, operation, or maintenance of the Open Air Temporary Use Permit area, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising solely out of the active negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Applicant shall defend the Indemnitees at Applicant's own cost, expense, and risk with counsel acceptable to the City and shall promptly pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees. Applicant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Applicant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Applicant or Indemnitees or insurance policy limits. All duties of Applicant in this paragraph shall survive termination or expiration of the Open Air Temporary Use Permit. The rights granted by the permit are not assignable.

By signing below, Applicant certifies that the above information is complete and that Applicant will comply with all terms and conditions set forth in this Application, the Conditions of Approval, and the Open Air Program requirements.

Applicant Signature: _____ Date: _____

EXHIBIT A

OPEN AIR TUP: CONDITIONS OF APPROVAL

Planning Division:

1. All activities shall be consistent with the submitted application and site plan.
2. Obtain and comply with the requirements of all necessary separate permits.
3. Obtain and comply with requirements of L.A. County Health Departments permits.
4. All activities shall comply with the West Covina Noise Ordinance (Article IV of Chapter 15 of the West Covina Municipal Code); neither musical performances nor the sound system shall increase ambient noise levels of adjacent residential neighborhoods by more than five (5) decibels. The amplification of music/sound system for such events is allowed as long as it is intended to be heard on-site and not disturb adjacent residential neighborhood. Upon receipt of complaints, the West Covina Police Department may take any necessary action to curtail disruptive noise, including ordering the immediate ceasing of all musical performances and/or use of amplified sound systems.
5. If alcohol is being served within the temporary outdoor business operation area, the applicant shall be responsible for obtaining approval from the California Department of Alcoholic Beverage Control.
6. No changes may be made to the approved site diagram without the prior approval of the Planning Division, Engineering Division, Building Division, Police Department, and Fire Department.
7. No banners or other signage shall be placed within the outdoor business operation area.
8. No walls, fences, hedges, or other obstructing materials exceeding 3 feet shall be located within the outdoor business operation area. Not including required barricades.
9. A business license shall be in active standing throughout the Temporary Use Permit duration.
10. All physical components of the outdoor business operation shall be removed within seven (7) days of the expiration of the permit.
11. The site shall be maintained and kept free of any trash and debris at all times.
12. If the business obtained approval of an entitlement (e.g., Administrative Use Permit, Conditional Use Permit, Administrative Review) for the use, the hours of operation of the temporary use shall be limited to the hours of operation permitted pursuant to the applicable Resolution.

Engineering:

1. Traffic control throughout the permit area shall conform to the current State of California Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways Work Zones, latest edition.
2. Provisions shall be made for lighted barricades, delineators and traffic control personnel to adequately protect the traveling public during permit operations.
3. A copy of the permit shall be kept at the site of outdoor area at all times and produced upon demand.
4. The holder of any permit and any agent, servant, or employee working for said permit holder shall inform himself/herself and obtain all necessary information as to the existence and location of all infrastructure and appurtenances and the City shall be protected by the permittee against any damage. Any damage caused to infrastructure shall be paid for by permittee. If any such repairs as are required, they shall be made or be caused to be made by the City of West Covina and billed to such permittee who shall pay the same upon receipt of a statement of the cost of such repairs.
5. Specific provisions and conditions may be appended to each permit.

Building:

1. Site Plan must identify an accessible route (path of travel) into the proposed area of use to include seating, product display, point of purchase and access to facilities.
2. Temporary structures are required to be Access Compliant: California Building Code and the ADA require temporary structures to be accessible. (See CBC 11B-201.3 and ADAS 201.3).
3. Exterior Pedestrian Paths: Sidewalk must have minimum 48" clear width. This will apply to temporary paths of travel from sidewalks to outdoor dining and retail areas. Clear width can be reduced to 36" only when restrictions, natural barriers or other existing conditions are present, but these situations should be avoided, even in a temporary setup. Must provide minimum 60" wide passing areas every 200 feet (See CBC 11B-403.5.3 and ADAS 403.5.3).
4. Reduction in Access: Alterations or changes to existing spaces cannot result in less accessibility than what is required in new construction or what was previously provided. (See CBC 11B-202.3.1 and ADAS 202.3.1)
5. Reduction in Egress: The exit path of travel (egress) from any building or area shall not obstructed or reduced. Obstructions shall not be placed in the minimum width or required capacity of a means of egress component to create a diminished path of travel. (See CBC 1003.6)

Fire

The applicant must complete the required application and have an inspection completed prior to any site plan being signed off and approval given by the West Covina Fire Department. In addition, the applicant must comply with all applicable guidelines listed below. Any changes that are made after

the initial inspection and approval must be re-submitted to the Fire Department for review, or the applicant will be at risk for administrative fines and revocation of their ability to conduct business outdoors. Please contact the Fire Prevention Bureau at (626) 939-8823 for questions.

- Access
 - Temporary dining areas that are within an active parking lot or have one edge along a parking lot or an active roadway are required to have "K" rail type barriers installed at the edge of the dining area. Where required, a secondary set of "K" rail type barriers shall be put in place to create a 12' buffer zone.
 - If the outdoor space being used will be fenced or barricaded, at least three (3) identifiable exits, remote from one another, must be open and provided for immediate pedestrian egress in the event of an emergency.
 - Fire protection equipment including hydrants, double check detector assemblies and fire department connections must remain open and clear from all obstructions. (2019 CFC 507.5.4)
 - Fire extinguishers located inside a restaurant or business must be mounted in a visible location, currently serviced and date-tagged within the last year and have a minimum rating of 2A:10BC. (2019 CFC 906.3, 906.5, 906.6, 906.7)
- Electrical
 - Extension cord(s) being used to power exterior lighting shall be of heavy-duty construction, grounded, and maintained in good condition. (2019 CFC 604.5, 604.5.4).
 - Extension cord(s) and wiring shall be covered and protected in an approved manner, so as to prevent tripping and fall hazards.
- Tents
 - Tents in excess of 400 sq. ft. shall be shown on the submitted plot plan and may require a separate permit. Proof of flame protection treatment and the state fire marshal's seal on the tent must also be submitted to the Fire Department for review.
 - Tents in excess of 400 sq. ft. shall have at least one currently serviced and date-tagged fire extinguisher with a minimum rating of 2A:10BC, provided at visible locations every 75ft.
 - Smoking shall not be permitted in tents or membrane structures. Approved "No Smoking" signs shall be conspicuously posted. (CFC 3107.3)
 - Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet a tent or membrane structure. (CFC 3107.4)
- Egress
 - The tent (if not open on all sides) shall have a minimum of two exits, at least 72" in width, clearly visible exit signs and no smoking signs.

- Seating shall be arranged to facilitate a quick exit in the event of an emergency and exit pathways shall not be less than 36-44" in clear width. (2019 CFC 1005.1, 1020.2, 3103.12.5 & Table 3103.12.2)
- Exits shall be clear of obstructions, combustible materials, or crowding. (2019 CFC 1003.6, 1031.1, 1031.2, 1004)
- All fire protection systems and required emergency exit doors within buildings being used as part of the business or being utilized for bathroom facilities during the normal operating hours, must be unobstructed and in good working order.

(If applicable) Portable generators must be provided with a barricade to prevent public access, and a minimum of one currently serviced and date-tagged fire extinguisher with a minimum rating of 3A60BC, shall be provided within 10 feet of the generator. A separate permit may be required for the generator and will require a review by the Fire Department.

****An employee, manager, or security personnel shall be capable of initiating evacuation of occupants and notifying emergency responders, if necessary.****

An inspection by the Fire Department will be conducted prior to final approval. Make sure to have the printed copy of the signed Open Air TUP permit for Fire signature at time of inspection. For any questions related to these requirements, please contact the Fire Prevention Bureau at (626) 939-8823.

Permits will be valid through the termination of the State and Local Emergencies, unless terminated sooner or further extended by the Director of Emergency services of the City Council.

Final Approval:

Fire Inspection Approval by: _____ Date: _____

Printed Name: _____

OPEN AIR TUP APPLICATION: PROPERTY OWNER ACKNOWLEDGEMENT

The Property Owner acknowledgement is required if the Applicant for the Open Air TUP is not the property owner of the location at which the Open Air TUP is sought.

Property Owner Acknowledgment:

I _____ (Print Name), the legal property owner at
_____(Business Address) West Covina, CA, hereby
acknowledge and support the use of the area proposed in the Open Air TUP application.

Signature of Property Owner
or authorized designee

Date



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF CONTRACT FOR ENVIRONMENTAL COMPLIANCE
INSPECTIONS AND ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE
SUCCESSOR AGENCY PARCELS ADJACENT TO THE BKK LANDFILL SITE**

RECOMMENDATION:

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

1. Approve a one-year agreement, with three one-year extension options, with Rincon Environmental LLC (Rincon) in the amount of \$30,000 to provide environmental compliance inspections and environmental consulting services related to the Successor Agency parcels adjacent to the BKK Landfill.
2. Authorize the City Manager, in his capacity as the Executive Director, to negotiate and execute the agreement and future amendments exercising the extension options.

BACKGROUND:

The BKK Class III Landfill solid waste facility located at 2210 S. Azusa Avenue was closed in 2008 and is currently undergoing a Post Closure Maintenance Plan, including a proactive monitoring program under the authority of the California Department of Resources Recycling and Recovery (CalRecycle). CalRecycle is the state agency that oversees waste diversion, recycling, ensures facilities are operating according to state stands, and oversees compliance.

Rincon Environmental LLC (Rincon) has been providing regulatory compliance services on behalf of the Successor Agency since 2013 and Local Enforcement Agency services for the City starting in 2008. The Successor Agency's last contract with Rincon expired on June 30, 2020.

DISCUSSION:

The Successor Agency continues to require Rincon services as it retains assets at the site. As Rincon has the expertise and historical knowledge regarding the site, a Request for Proposals was not issued, as the contract is sole source.

The terms of the agreement will be similar to the previous agreement. Rincon will provide two monthly inspections (up to 5 hours each inspection) and 60 additional hours annually for compliance reporting. The annual compensation amount will not exceed \$30,000. The agreement includes a provision for three (3) one-year extensions under the same terms and conditions.

Staff is recommending that the City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, approve a one-year agreement, with three one-year extension options, with Rincon in the annual amount not-to-exceed \$30,000 for regulatory compliance services. It is also recommended that the City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, authorize the City Manager, in his capacity as the Executive Director, to execute the agreement and future amendments exercising the extension options.

LEGAL REVIEW:

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

OPTIONS:

The City Council, acting as the Successor Agency, has the following options:

- 1) Adopt Staff's recommendation; or
- 2) Not award a contract renewal at this time and direct staff to send out a Request for Proposals for these services.

Prepared by: Gerardo Rojas, Economic Development Project Coordinator

Additional Approval: Paulina Morales, Economic Development & Housing Manager

Fiscal Impact

FISCAL IMPACT:

Rincon will provide environmental compliance inspections and environmental consulting services related to the Successor Agency parcels adjacent to the BKK landfill site in the amount of \$30,000. As the work is specific to the Successor Agency properties, funding will come from the Residual Redevelopment Property Tax Trust Fund Revenue (RPTTF). DOF has approved a maximum of \$30,000 for the agreement in ROPS 20-21.

Attachments

Attachment No. 1 - Rincon Environment Contract

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure

**SUCCESSOR AGENCY TO THE CITY OF WEST COVINA
REDEVELOPMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
WITH
RINCON ENVIRONMENTAL LLC
FOR
ENVIRONMENTAL COMPLIANCE INSPECTIONS AND
ENVIRONMENTAL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this 18th day of August, 2020 ("Effective Date"), by and between the SUCCESSOR AGENCY TO THE CITY OF WEST COVINA REDEVELOPMENT AGENCY ("Successor Agency"), and RINCON ENVIRONMENTAL LLC, a California limited liability company ("Consultant").

W I T N E S S E T H :

A. WHEREAS, the Successor Agency proposes to utilize the services of Consultant as an independent contractor to the Successor Agency to provide environmental compliance inspections and environmental consulting services related to the Successor Agency parcels located adjacent to the BKK Landfill, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Consultant is required to but does not yet hold a West Covina business license, it will promptly obtain a business license and will not provide services to the Successor Agency until it has done so; and

C. WHEREAS, Successor Agency and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of the Successor Agency has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise the Successor Agency of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself

informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Successor Agency officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of Successor Agency. Consultant agrees to perform all the work to the reasonable satisfaction of the Successor Agency. Evaluations of the work will be conducted by the Executive Director or his or her designee. If the quality of work is not satisfactory, Successor Agency in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that the Successor Agency may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the Successor Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Successor Agency. Successor Agency shall grant such authorization if disclosure is required by law. All Successor Agency data shall be returned to the Successor Agency upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to Successor Agency may be subject to public

disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which Consultant informs Successor Agency of such trade secret. The Successor Agency will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The Successor Agency shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's annual compensation shall not exceed Thirty Thousand Dollars (\$30,000.00).

2.2. Redevelopment Dissolution. Consultant acknowledges and understands that, under the Health and Safety Code, Successor Agency's ability to pay any compensation to Consultant may be subject to approvals of the Successor Agency's Oversight Board, the California Department of Finance, and other relevant public agencies ("Dissolution Approvals"). Consultant acknowledges and understands that the Successor Agency may not be able to obtain Dissolution Approvals and that the Successor Agency has no control over whether the Dissolution Approvals can be obtained. Consultant shall not be entitled to any compensation for any services rendered under this Agreement if Dissolution Approvals are not granted. Consultant agrees that Consultant shall not bring any claim or complaint against the Successor Agency or the City of West Covina in relation to the Dissolution Approvals.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services unless Successor Agency, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the Successor Agency request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the maximum total contract amount of \$25,000, whichever is greater. The Executive Director is authorized to approve a Change Order for such additional services.

2.4. Method of Billing. Consultant may submit invoices to the Successor Agency for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to the Successor Agency's sole satisfaction. Successor Agency shall pay Consultant's invoice within forty-five (45) days from the date Successor Agency receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to Successor Agency for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the Successor Agency and the Consultant. The Consultant shall present documentation satisfactory to the Successor Agency to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on August 17, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Upon mutual written agreement of the Parties, the term of the Agreement may be extended for up to three (3) successive one (1) year periods. Such extension(s), if any, will be evidenced by a written amendment to this Agreement.

4.2. Notice of Termination. The Successor Agency reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the Successor Agency. If the Successor Agency suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Successor Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The Successor Agency also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed

because of insolvency;

- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, Successor Agency shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the Successor Agency's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the Successor Agency within ten (10) days of the effective date of the notice of termination, at no cost to Successor Agency.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by the Successor Agency:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no

less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the Successor Agency, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the Successor Agency and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Successor Agency before execution of this Agreement by the Successor agency. The Successor Agency, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If the Consultant maintains higher limits or has broader coverage than the minimums shown above, the Successor Agency requires and shall be entitled to all coverage, and to the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Successor Agency.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (a) Additional Insureds: "The Successor Agency to the City of West Covina Redevelopment Agency and the City of West Covina and their respective elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its

contract with the Successor Agency; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

- (b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Successor Agency.
- (c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the Successor Agency to the City of West Covina Redevelopment Agency and the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Successor Agency to the West Covina Redevelopment Agency and the City of West Covina shall be excess and not contributing with the insurance provided by this policy.
- (d) Waiver of Subrogation: Consultant hereby grants to the Successor Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Successor Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Successor Agency has received a waiver of subrogation endorsement from the insurer.
- (e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Successor Agency to the West Covina Redevelopment Agency and the City of West Covina, and their officers, officials, agents, employees, and volunteers.
- (f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Successor Agency. The Successor Agency may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Successor Agency.

5.4. Certificates of Insurance. Consultant shall provide to Successor Agency certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by the Successor Agency, prior to performing any services under this Agreement. The Successor Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The Executive Director or his or her designee shall be the representative of the Successor Agency for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the Successor Agency, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Steve Samaniego, who shall coordinate directly with the Successor Agency. Any substitution of key personnel must be approved in advance in writing by Successor Agency's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Rincon Environmental LLC
22505 Lark Spring Terrace
Diamond Bar, CA 91765
Attn: Steve Samaniego
Tel: (909) 964-2628
Fax: (909) 503-0787
Email: stevesamaniego@gmail.com

IF TO SUCCESSOR AGENCY:

City of West Covina Successor Agency
1444 West Garvey Ave. South Rm: 218
West Covina, CA 91790
Attn: Paulina Morales
Tel: (626) 939-8417
Fax: (626) 939-8665
Email: pmorales@westcovina.org

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los

Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without Successor Agency's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of Successor Agency's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of the Successor Agency. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Successor Agency or otherwise act on behalf of the Successor Agency as an agent. Neither Successor Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of the Successor Agency. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the Successor Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Successor Agency by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold Successor Agency harmless from any failure of Consultant to comply with the applicable worker's compensation laws. Successor Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Successor Agency from Consultant as a result of Consultant's failure to promptly pay to the Successor Agency any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the Successor Agency, Consultant shall indemnify, defend, and hold harmless Successor Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Successor Agency.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by Successor Agency, including but not limited to eligibility to enroll in PERS as an employee of Successor Agency and entitlement to any contribution to be paid by Successor Agency for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against the Successor Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Successor Agency might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of Successor Agency. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of Successor Agency. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of Successor Agency and without liability or legal exposure to Consultant. Successor Agency shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from Successor Agency's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to Successor Agency any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by Successor Agency or its authorized representative, at no additional cost to the Successor Agency. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm Successor Agency's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by Successor Agency, Consultant is designated in said Conflict of Interest Code and is therefore required to file

an Economic Interest Statement (Form 700) with the West Covina City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the Executive Director.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City of West Covina and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City of West Covina prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Consultant will not employ any regular employee of Successor Agency or the City of West Covina while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Successor Agency and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Taxpayer Identification Number. Consultant shall provide Successor Agency with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

SUCCESSOR AGENCY

David Carmany
Executive Director

Date: _____

CONSULTANT

Steven L. Samaniego

President
Steve Samaniego

Date: August 12, 2020

ATTEST:

Lisa Sherrick
Successor Agency Secretary

APPROVED AS TO FORM:

Thomas P. Duarte
Successor Agency Counsel

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Risk Management

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Conduct BKK landfill environmental impact compliance inspections for the Successor Agency parcel properties adjacent to the BKK landfill property parcel that could be potentially impacted from the landfill operations. Consultant will provide two inspections (up to 5 hours each) per month. In addition, assist the agency with environmental administrative planning and review decisions related to the Successor Agency parcels of land adjacent to the BKK landfill parcel.

15 hours per month would be the maximum amount of inspection or administrative hours allotted not to exceed the budgeted amount of \$30,000 at the rate of \$165 per hour. Hours shall not exceed the fiscal year contract budgeted amount of \$30,000 without administrative authorization.

EXHIBIT B
FEE SCHEDULE

Agency	Hourly Rate	Inspection Hours	Additional Hours	Total Cost
Successor Agency	\$165/hour	120	60	\$30,000



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF INSTALLATION OF TRAFFIC CALMING AND TRAFFIC SAFETY IMPROVEMENTS ALONG CAMERON AVENUE BETWEEN HOLLENBECK STREET AND BARRANCA STREET, THE INTERSECTION OF CITRUS STREET AND CAMERON AVENUE, AND ALONG CITRUS STREET

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to proceed with design and construction of traffic-calming and traffic safety improvements along the corridor of Cameron Avenue between Hollenbeck Street and Barranca Street, the intersection of Citrus Street and Cameron Avenue, and along the Citrus Street Corridor. These improvements include traffic-calming striping, signage, pavement legends, larger LED STOP signs, and speed radar feedback signs as shown in the conceptual diagram in Attachment No. 1.

BACKGROUND:

In early 2019, the City received requests to review the traffic operations at the stop-controlled intersection of Citrus Street and Cameron Avenue. In response to these requests, the previously contracted City Engineer (Willdan) prepared a Traffic Signal Warrant Analysis in March 2019, and determined that the intersection met warrants for the installation of a Traffic Signal based on Warrant 1 (The Eight Hour Volume Warrant). As a result, City staff held two public meetings to present the findings of the analysis at a Traffic Committee Meeting on June 11, 2019 and at a Community Workshop on August 13, 2019. At both meetings, City staff discussed various options to improve the intersection. Many of the attending residents opposed the installation of the traffic signal and instead requested various traffic calming and other traffic safety improvements. At the request of the City, a second comprehensive review was conducted in response to community feedback. As part of this second review, the current contracted City Engineer (Transtech) conducted and collected additional vehicular and pedestrian data, which included a peak hour turning movement count, a level of service (LOS) analysis for various scenarios, and a review of the collision history for the intersection of Citrus Street and Cameron Avenue. Based on the second analysis, it was also determined that the intersection met warrants for the installation of a traffic signal. Other traffic improvements such as traffic calming measures along Cameron Avenue were also recommended as part of the analysis. The installation of all traffic control devices on public streets is guided by the California Manual on Uniform Traffic Control Devices (CAMUTCD), the California Vehicle Code (CVC) and engineering judgment. Installation of traffic signals would fall under these guidelines.

These findings were presented to the City Council at the December 3, 2019 City Council meeting. At the meeting, the City Council requested staff to conduct additional community outreach to collect community feedback on potential traffic safety improvements at the intersection. In response to the City Council's request, an in-person

Community Workshop was scheduled for March 16, 2020 at the City's Senior Center. Flyers and notices were mailed to residents living within the area. However, due to COVID-19, County, and CDC guidelines for social distancing, the meeting was canceled. Instead, City Engineering staff (Transtech) conducted the community outreach in a virtual format. The goal and purpose of the Virtual Community Workshop was to provide an interactive virtual platform to collect feedback from the community regarding the intersection of Citrus Street and Cameron Avenue as well as Cameron Avenue between Hollenbeck Street and Citrus Street.

DISCUSSION:

The Virtual Community Workshop was divided in two phases as follows: Phase 1 of the Workshop was from Friday, May, 1, 2020 through Friday, May 15, 2020; and Phase 2 of the Workshop was from Monday, June 1, 2020 through Friday, June 12, 2020. During these time periods, the Community Workshop was live and accessible 24 hours a day and participants were able to watch a prerecorded presentation discussing the traffic conditions at the subject locations. After watching the presentation, participants of the Workshop were then directed to an online survey to answer questions which were tailored to the locations based on community feedback from prior public meetings. The goal of the Workshop was to collect valuable feedback from local residents who would be most affected by any changes or improvements.

Flyer notices about the Virtual Community Workshop were mailed out to 1,373 addresses within the City of West Covina near the subject corridor and intersection. Each phase of the Virtual Community Workshop was divided into two parts as follows:

- Phase 1 included Parts 1 and 2, and was accessible and live from Friday, May 1, 2020 through Friday, May 15, 2020. Part 1 included a prerecorded video presentation that went over existing traffic conditions at the locations, identified the main concerns based on studies conducted by the Traffic Engineering Division and community feedback gathered from prior public meetings. The presentation also discussed traffic measures that could be applied to the intersection and along the corridor based on the CAMUTCD. Part 2 was an online survey based on the video presentation, to collect feedback from the community. Please refer to Attachment No. 2 for the presentation presented as part of Phase 1. A drone footage of the intersection during peak traffic volumes was also included as part of the Community Workshop. In total, 37 participants responded to the online survey in Phase 1.
- Phase 2 included Parts 3 and 4, and was accessible and live from Monday, June 1, 2020 through Friday, June 12, 2020. Part 3 included a second prerecorded video presentation which summarized the survey results and reviewed the potential traffic safety improvements that could be considered at the subject locations. Part 4 was a final online survey for community feedback based on the new information presented. Please refer to Attachment 4 for the presentation presented as part of Phase 2. In total, 18 participants responded to the online survey in Phase 2. Emails and phone calls were also received from residents concerning potential implementation measures. Each resident concern received via email or telephone was addressed by City staff and logged in the project file.

The purpose of the workshop was to:

1. Present existing traffic conditions at the intersection of Citrus Street and Cameron Avenue as well as Cameron Avenue between Hollenbeck Street and Citrus Street.
2. Identify the main concerns based on studies conducted by the Traffic Engineering Division and community feedback from prior public meetings.
3. Discuss the available measures that could be applied to the intersection and along the corridor.
4. Collect feedback from residents via a first online survey that prioritized residents' concerns and identified improvements that residents would support at this intersection and along the corridor.
5. Summarize the results from the survey that was submitted during Phase 1 of the Workshop.
6. Discuss the available measures that could be applied to the intersection and along the corridor.
7. Collect feedback from residents via a second final online survey that prioritized residents' concerns and identified improvements that residents would support at this intersection and along the corridor.

Please refer to Attachment No. 4 for an overview of the Community Workshop and Survey Results from Phase 1 and Phase 2.

Based on survey results from the Virtual Community Workshop, staff found that residents were primarily concerned with speeding along Cameron Avenue and Citrus Street. Staff also found that even though a traffic signal at the Citrus Street and Cameron Avenue intersection is warranted (according to CAMUTCD guidelines and warrants) and would reduce the long queues and delay currently experienced at the intersection, the community is split on supporting a signal at this location, with residents who live adjacent to the intersection opposing a traffic signal and those residents who drive through the location being in favor of a traffic signal.

The goal of this virtual workshop was to determine which measures the community would support that would still serve to improve the overall traffic conditions and safety along the corridors and at the intersection. At this time, it is recommended that City Council approve the traffic calming measures set forth below (CAMUTCD Section 4B.04 Alternatives to Traffic Control) and traffic enhancements as shown in the Conceptual Diagram as Attachment No. 1.

The type of improvements recommended have shown to enhance traffic operations and safety at intersections for both vehicular traffic as well as pedestrians, until such time that a full traffic signal may be desired and approved by the City Council for installation at the intersection.

The suggested enhancements include:

1. Installation of three (3) speed radar feedback signs. One in the eastbound direction on Cameron Avenue between Hollenbeck Street and Citrus Street, one in the westbound direction on Cameron Avenue between Citrus Street and Barranca Street, and one in the northbound direction on Citrus Street north of Cortez Street (R2-1, 30x36).
2. Replacement of the existing faded STOP Ahead Warning Signs with new STOP Ahead Signs approaching the existing stop-controlled intersection of Citrus Street and Cameron Avenue (W3-1, 30x30).
3. Installation of STOP AHEAD pavement legends in each lane for all directions next to the STOP Ahead signs approaching the stop-controlled intersection of Citrus Street and Cameron Avenue.
4. Replacement of the existing STOP signs at Citrus Street and Cameron Avenue with oversized STOP signs with solar powered LED blinking lights (R-1, 36x36).
5. Installation of ALL WAY STOP plaques underneath the new STOP signs (R1-3P, 18x6).
6. Painting of the existing crosswalks at the intersection of Citrus Street and Cameron Avenue with white ladder striping in high visibility paint.
7. Installation of white side stripes for traffic calming on both sides of the street on Cameron Avenue between Hollenbeck Street to Barranca Street. This serves to narrow the roadway width and has been shown to reduce travel speeds.
8. Installation of Reduced Speed Limit Ahead signage (W3-5, 36x36) for NB traffic on Citrus Street south of Cortez Street.
9. Installation of new speed limit pavement legends of 35, 40, and 45 as show on the diagram in Attachment No. 1.

OPTIONS:

The options available to the City Council include:

1. Approve the current staff recommendation; or
2. Provide alternative direction to staff.

Prepared by: Jana Robbins, Project Manager

Fiscal Impact

FISCAL IMPACT:

The total cost of this project is estimated to be \$51,978. The construction cost of the project will be incorporated as a change order to the current ongoing project, FY 2019-20 Residential Streets Rehabilitation Program, Project No: 20011, as part of the existing contract with Gentry Brothers, which the City Council approved on April 7, 2020.

Attachments

Attachment No. 1 - Conceptual Diagram

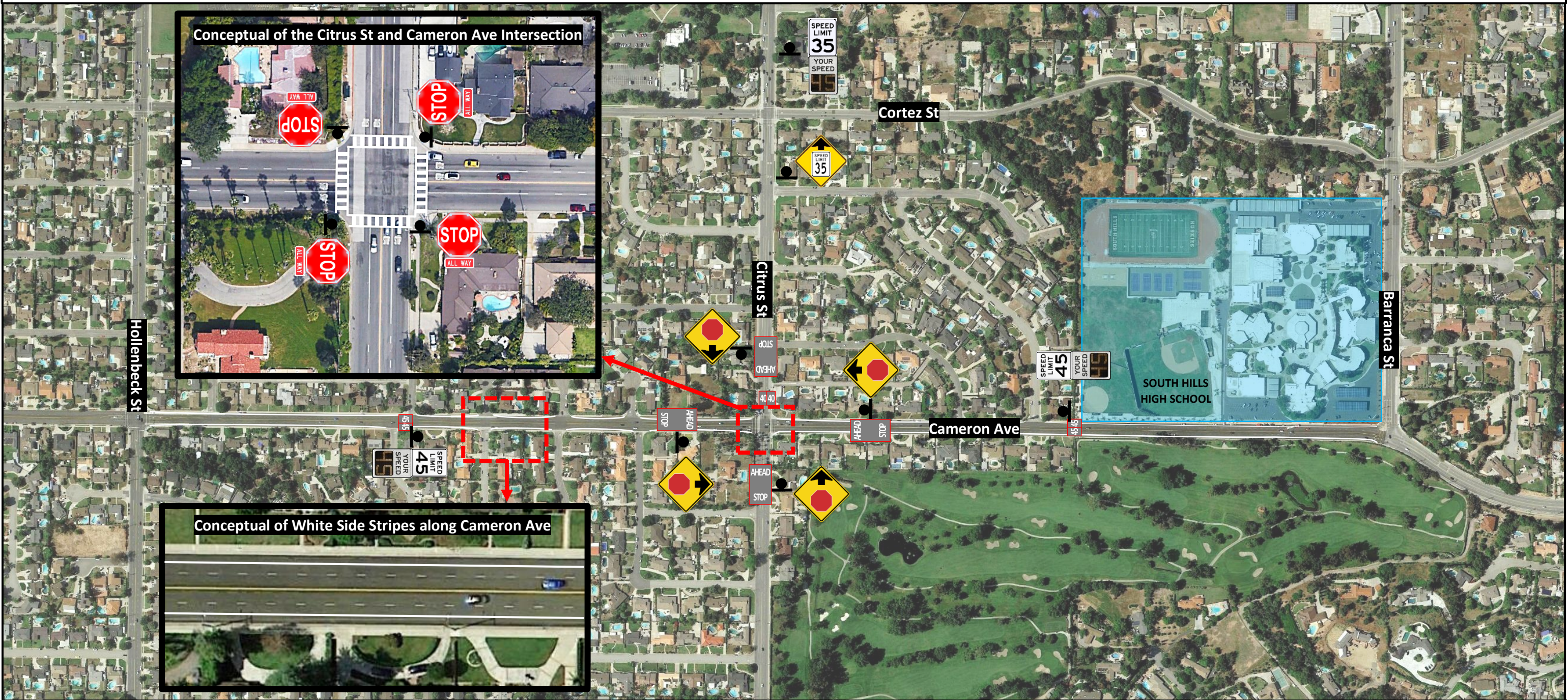
Attachment No. 2 - Phase 1 PowerPoint Presentation Provided for the Virtual Community Meeting

Attachment No. 3 - Phase 2 PowerPoint Presentation Provided for the Virtual Community Meeting


Attachment No. 4 - Virtual Community Workshop Overview and Survey Results from Phase 1 and 2


CITY COUNCIL GOALS & OBJECTIVES: Enhance Public Safety
Enhance City Programs and Activities


Attachment No. 1 - Conceptual Diagram of Proposed Traffic Improvements





LEGEND: PROPOSED RECOMMENDATIONS


 Paint ladder striped crosswalk in white high visibility paint (Spacing of lines selected to avoid wheel path)

 Replace existing faded STOP Ahead Warning Signs with new STOP Ahead (W3-1, 30x30) warning signs approaching the crosswalk


 Replace existing STOP signs with solar powered LED blinking STOP (R1-1, 36x36) signs and install All Way (R1-3P, 18x6) plaque below STOP signs

 Install solar powered "Your Speed" signs below 35/45 mph Speed Limit (R2-1, 30x36) sign, as shown in diagram

 Paint "35", "40", and "45" Speed Limit Pavement Markings, as shown in diagram

 Paint STOP AHEAD Pavement Markings adjacent to STOP Ahead signs on both lanes for all approaches (existing pavement markings on Citrus St for NB/SB approach)

 Install Reduced Speed Limit Ahead (W3-5, 36x36) warning sign

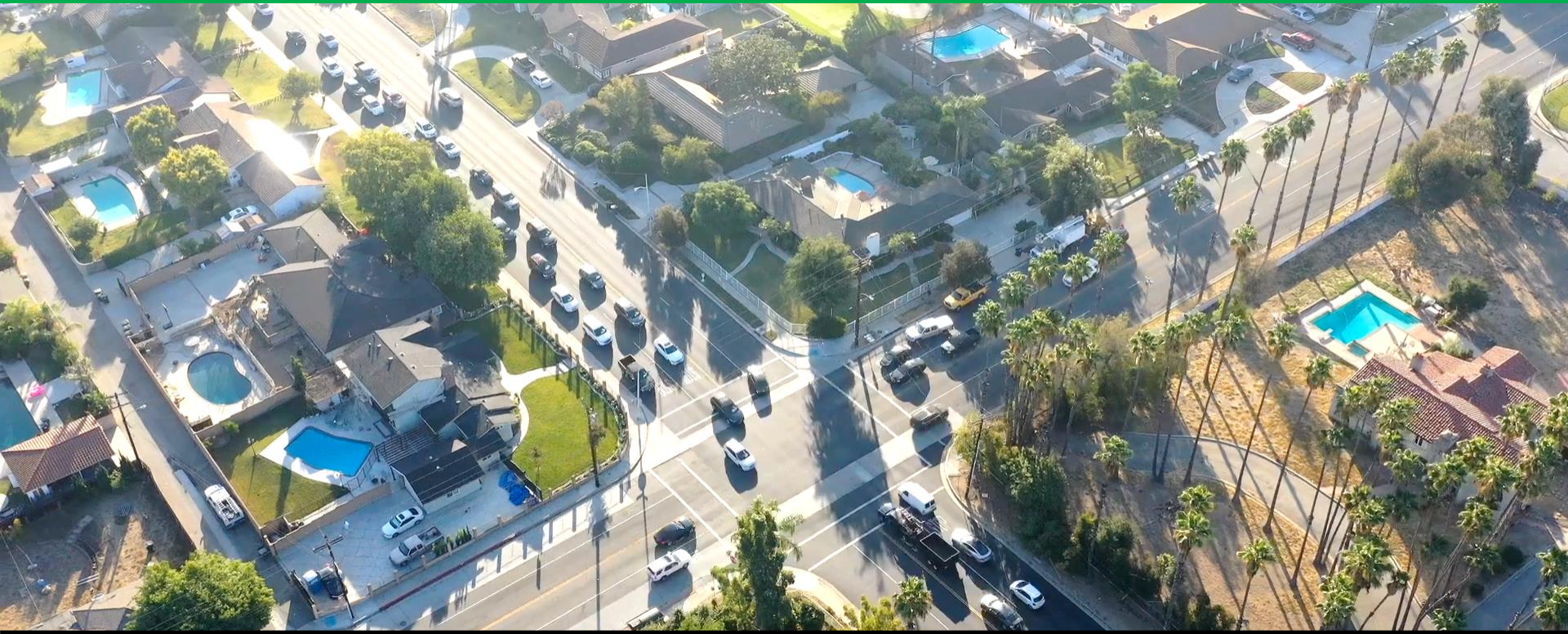
 Paint white side stripes approximately 7-feet from edge of curb on both sides of Cameron Ave from Hollenbeck St to Barranca St





Welcome to the City of West Covina's Virtual Community Workshop Presentation 1ST PRESENTATION

For the intersection of Citrus Street and Cameron Avenue as
well as the Corridor of Cameron Avenue between Hollenbeck
Street and Citrus Street



Welcome!

We want to hear from you! What are your concerns? What improvements would you like to see at these locations?

We thank you for participating in the City of West Covina's efforts to conduct this Virtual Community Workshop. Your input is important to the City.

Due to COVID-19, County, and CDC guidelines for social distancing, the City is conducting this Community Workshop in a virtual format.

The purpose of this workshop is to collect feedback from the community regarding the intersection of Citrus Street and Cameron Avenue as well as the corridor of Cameron Avenue between Hollenbeck Street and Citrus Street.



If you have additional questions, or comments please email us directly at: traffic@transtech.org. Please include your name, contact information (email and phone) and home address.

Please note that all contact information will be kept confidential and not made public.



Meeting Agenda

The purpose of today's presentation is to:

1. Present existing traffic conditions at the intersection of Citrus Street and Cameron Avenue as well as the Cameron Avenue Corridor between Hollenbeck Street and Citrus Street.
2. Identify the main concerns based on studies conducted by the Traffic Engineering Division and community feedback from prior public meetings.
3. Discuss the available measures that could be applied to the intersection and along the corridor.
4. Collect feedback from residents via an online survey that will prioritize resident's concerns and identify improvements that residents would support at this intersection and along the corridor.
5. After this presentation, we encourage all participants to fill out the online survey.

Housekeeping Rules:

1. The Virtual Community Workshop will be divided into 4 parts. This presentation is **Part 1** and the accompanying survey that you are requested to fill out at the end of this presentation is **Part 2**. Any questions and all survey submissions must be submitted by **Friday, May 15, 2020**.
2. **Part 3** will be a subsequent 2nd presentation summarizing the survey results collected from the Part 2 survey that was completed. The presentation will be available online on **Monday, June 1, 2020** at the onlinecityservices.com/citrus-cameron website.
3. **Part 4** will be a final survey to narrow the community input and desired features that can be supported by engineering standards and guidelines as appropriate implementation measures. This survey will also be available online on **Monday, June 1, 2020** at the onlinecityservices.com/citrus-cameron website. Any questions and all final survey submissions as part of Part 4 must be submitted by **Friday, June 12, 2020**.
4. All resident comments, questions and results from each survey along with recommendations will be compiled and presented to City Council for a decision at a future date.

If you have additional questions, or comments please email us directly at: traffic@transtech.org.

Please include your name, contact information (email and phone) and home address.

Please note that all contact information will be kept confidential and not made public.



Important Links, Deadline Dates, & Contact Information



Community Workshop Website: onlinecityservices.com/citrus-cameron



All survey submissions or additional questions must be received by **Friday, May 15, 2020** to be considered for evaluation for Parts 3 and 4. All submittals after this date will not be included in the follow-up virtual presentations.



Link to the Online Survey to fill out after watching this presentation (please scroll down to Step 3 on the website): onlinecityservices.com/citrus-cameron



Please visit the City Website and the City Council Meeting Agenda Report from the December 3, 2019 Regular City Council Meeting to review Agenda Report Item No. 7 and Traffic Engineering Studies completed for these locations.



If you have additional questions, or comments please email us directly at: traffic@transtech.org. Please include your name, contact information (email and phone) and home address.

Please note that all contact information will be kept confidential and not made public.

Prior Public Meetings Held for These Locations

Below is a list of West Covina Public Meetings that were previously held regarding the intersection of Citrus Street and Cameron Avenue as well as the Corridor of Cameron Avenue between Hollenbeck Street and Citrus Street:

Public Meeting 1 -Traffic Committee Meeting: This meeting was held on June 11, 2019 at City Hall in the Management Resource Center on the Third Floor. The City's prior Traffic Engineering Staff (Willdan), City Staff and City Police Department Representatives were present for this meeting. At this meeting, one of the items was for the consideration of installation of a proposed traffic signal at the intersection of Citrus Street and Cameron Avenue. The Traffic Committee reviewed the item and decided there should be an additional Community Meeting.

Public Meeting 2 - Community Workshop: Per the Traffic Committee Meeting a Community Workshop was held. This meeting was held on August 13, 2019 at the City's Senior Center. At the Workshop, the City's prior Traffic Engineering Staff (Willdan), and City Staff discussed various options with the residents regarding a proposed traffic signal at Citrus Street and Cameron Avenue.

Public Meeting 3 - City Council Meeting: This meeting was held on December 3, 2019 at the City Council Chambers. At the City Council Meeting a presentation was given for the installation of a traffic signal based on the previous reports and community feedback, as well as an updated report prepared by the current Traffic Engineering Staff (Transtech Engineers, Inc.). At the meeting, the City Council directed staff to conduct additional community outreach.

Community Workshop (Cancelled due to COVID-19): Originally an in-person Community Workshop was scheduled for March 16, 2020 at the City's Senior Center. Flyers and notices were mailed to residents living within the area. However due to COVID-19, County, and CDC guidelines for social distancing, the meeting was cancelled.

Public Meeting 4 - Virtual Community Workshop (This presentation): The City is determined to keep City projects moving forward so the City is conducting this Community Workshop in a virtual format. This meeting takes the place of the previously scheduled and cancelled in-person Community Workshop.

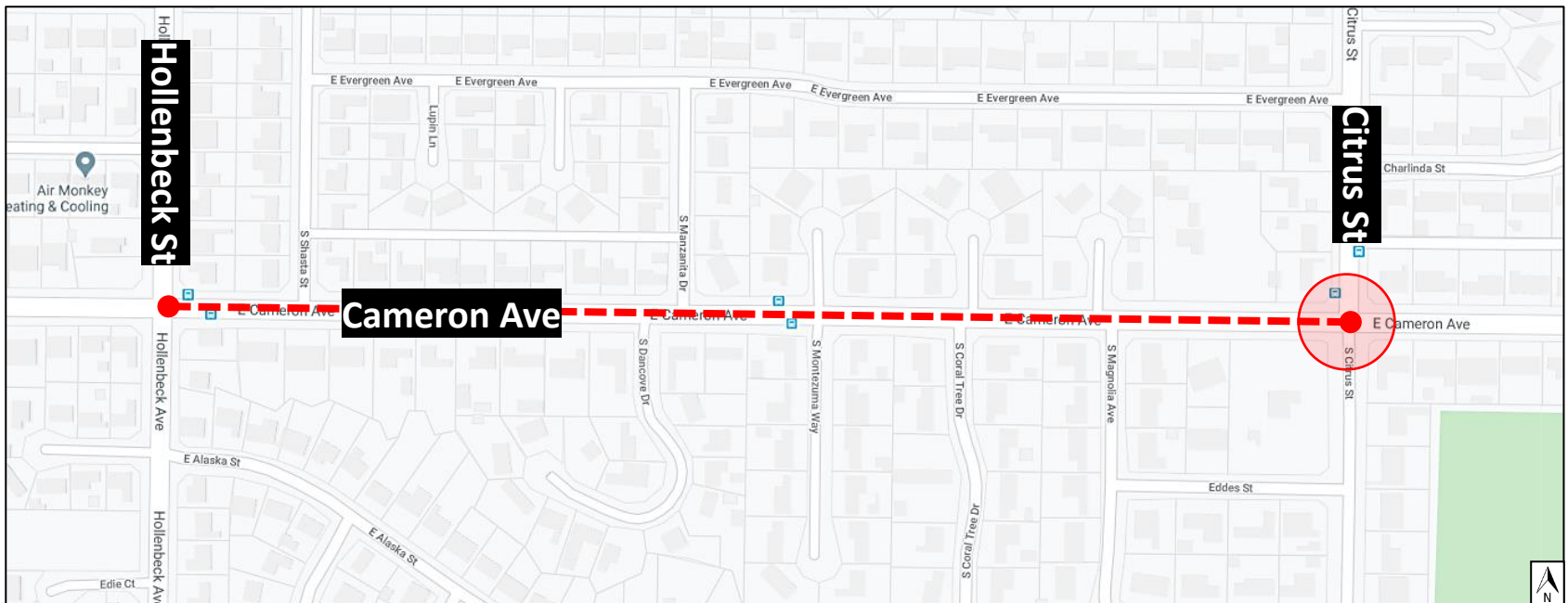


Two Main Items to be Discussed

Below are the two main items that we will be discussing during our presentation:

Item 1: Measures to Improve Intersection Safety at Citrus Street and Cameron Avenue

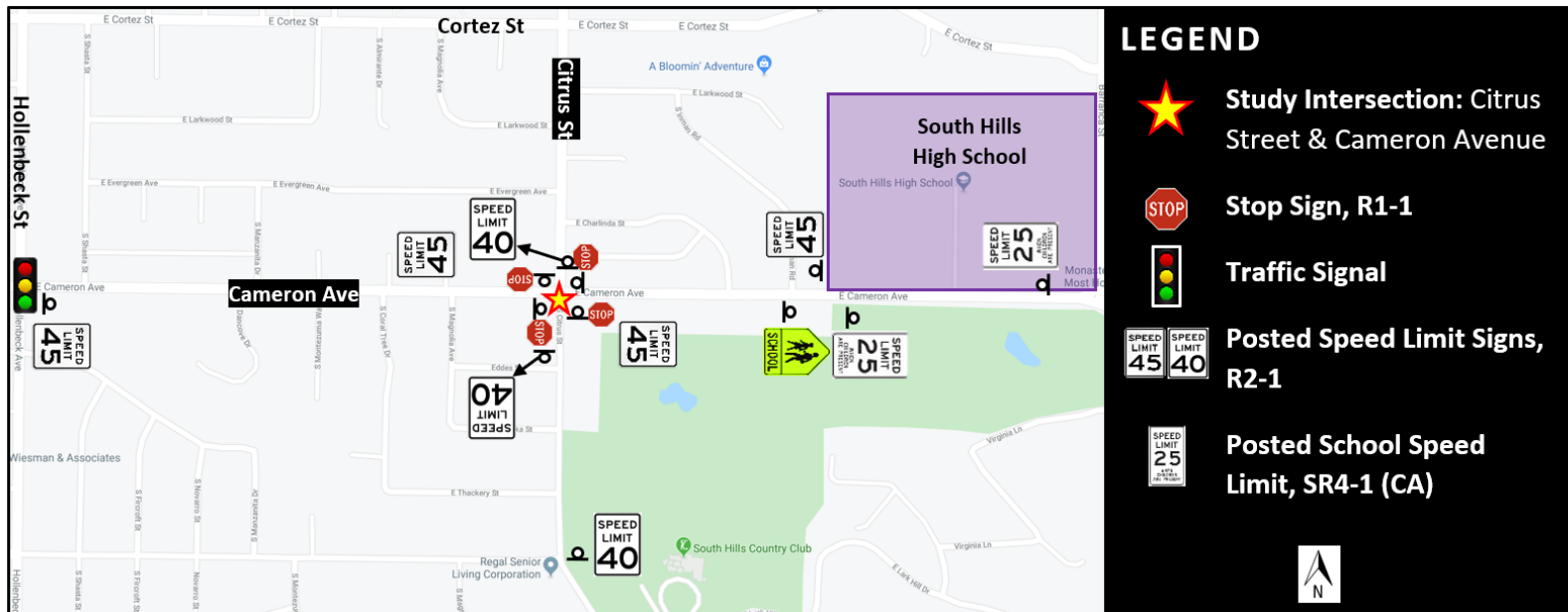
Item 2: Traffic Calming Measures along Cameron Avenue between Hollenbeck Street and Citrus Street



Main Concerns at the Intersection of Citrus Street and Cameron Avenue

Below is a list of the main concerns at the intersection based on studies conducted by the Traffic Engineering Division and community feedback from prior public meetings:

- ✓ Long queues during peak hours (AM, Afternoon school drop-off, and PM commute times)
- ✓ Pedestrian safety crossing at the intersection
- ✓ Broadside accidents in the intersection
- ✓ Visibility at the intersection
- ✓ Traffic volume at the intersection
- ✓ Residents have expressed that they want to maintain existing on-street parking
- ✓ Residents have expressed difficulty pulling out of their driveway



Traffic Engineering Measures that Could be Applied to Address Concerns at the Intersection of Citrus Street and Cameron Avenue

The installation of all traffic control devices on public streets are guided by the California Manual on Uniform Traffic Control Devices (CAMUTCD), the California Vehicle Code (CVC), and engineering judgement.

Intersection Concerns	Traffic Engineering Measures that Could be Applied to Address Intersection Concerns				
	Reflective Tape on Sign Poles	Oversize Stop Signs	LED Flashing Approach Signs	LED Blinking Stop Signs	Traffic Signal
Long Queues	X	X	X	X	✓
Pedestrian Safety	X	✓	X	✓	✓
Broadside Accidents	X	X	X	X	✓
Visibility Approaching Intersection	✓	✓	✓	✓	✓
Congestion / Heavy Volume	X	X	X	X	✓
No Changes to Existing Parking	✓	✓	✓	✓	✓ *

* A Traffic Signal could be designed in a way that would allow the existing roadway geometrics to remain as is and not impact the current on-street parking conditions.



Picture Examples of the Measures Listed in the Previous Slide

Reflective Tape on Sign Poles



Oversize Stop Signs



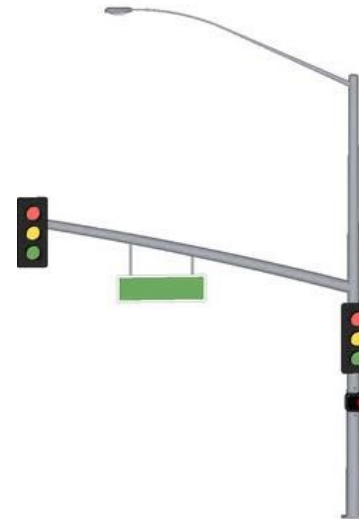
LED Flashing Approach Signs



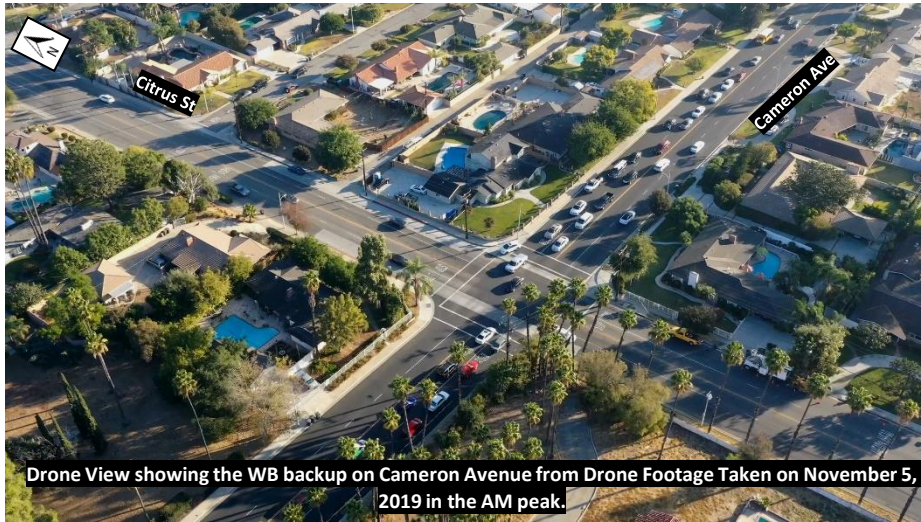
LED Blinking Stop Signs



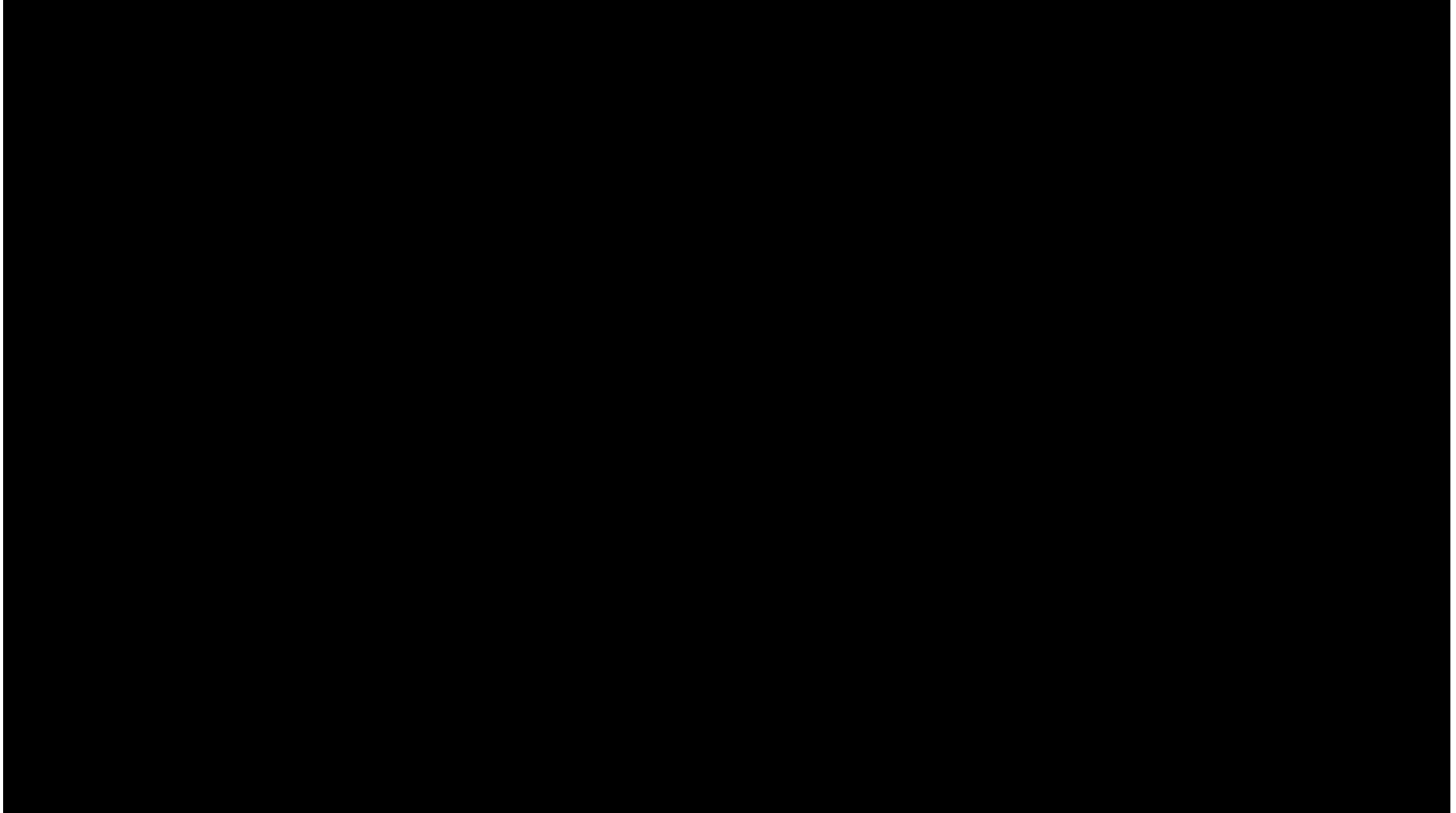
Traffic Signal



Drone Photos of the Intersection During the AM Peak Time



Drone Footage of Existing Conditions during the AM Peak Period of the Intersection of Citrus Street & Cameron Avenue

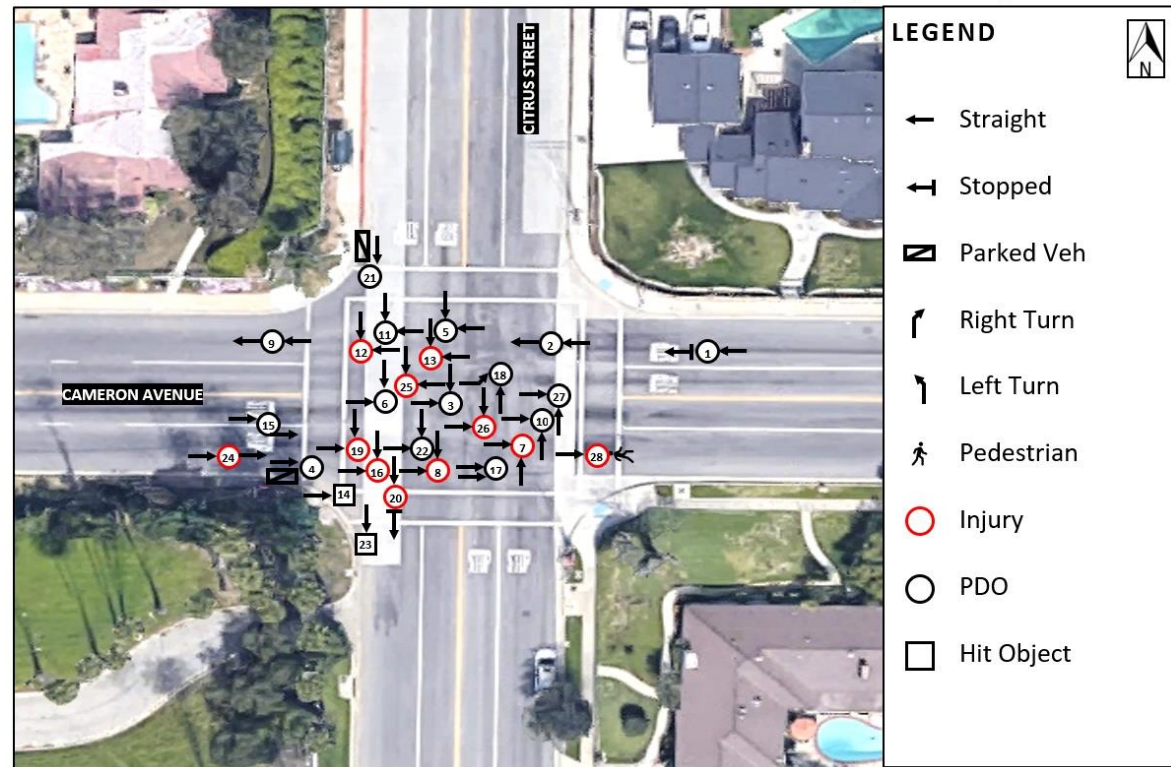


Accident History and Diagram

Collision History

- ✓ Accident data was obtained from West Covina's Police Department records and from the computerized accident records system maintained by the State of California Statewide Integrated Traffic Records System (SWITRS).
- ✓ A review of all collisions that occurred at or near the intersection of Citrus Street and Cameron Avenue was conducted over a 5.5-year period between January 2014 to the most recent available collision date, August 2019.
- ✓ The accident breakdown is as follows: **28 Total Accidents (16 of them being broadside)**
 - **2019** (January to August): 5 Accidents (1 sideswipe, 2 broadsides, 2 rear ends)
 - **2018**: 9 Accidents (7 broadsides, 1 rear end, 1 hit object)
 - **2017**: 3 Accidents (2 sideswipes, 1 broadside)
 - **2016**: 3 Accidents (2 broadsides, 1 rear end)
 - **2015**: 3 Accidents (1 broadside, 1 sideswipe, 1 hit object)
 - **2014**: 5 Accidents (1 rear end, 3 broadside, 1 auto/ped)

Collision Diagram for the intersection of Citrus Street at Cameron Avenue (28 accidents)



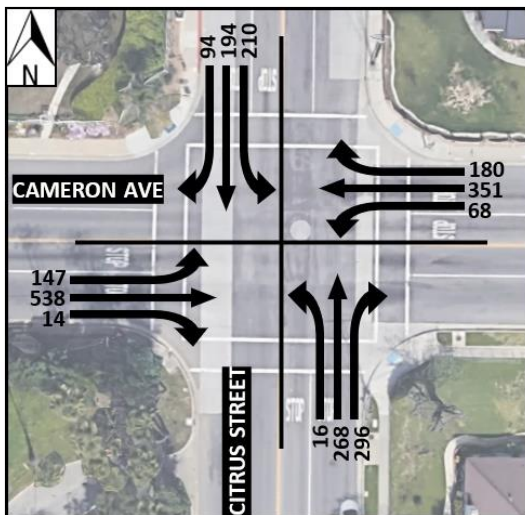
Vehicular Turning Movement Counts

Vehicular Count Data

- ✓ To determine how much traffic is exiting and entering the intersection of Citrus Street at Cameron Avenue, 6-hour vehicular turning movements counts were collected at the intersection on September 17, 2019 during the hours of 7:00am to 9:00am, 1:00pm to 3:00pm and 4:00pm to 6:00pm while school was in session on a non-rainy day. The data below shows the highest 1 hour of traffic in each period.
- ✓ This is a major route towards South Hills High School as well as to Grand Avenue which serves Mt Sac College as well as Cal Poly Pomona University to the southeast.

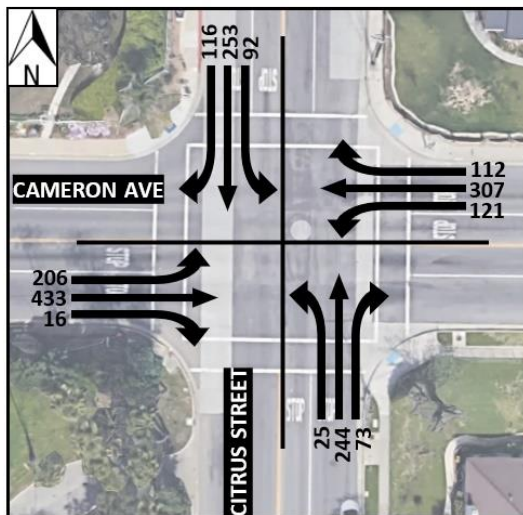
Citrus Street and Cameron Avenue

7:15 am to 8:15 am



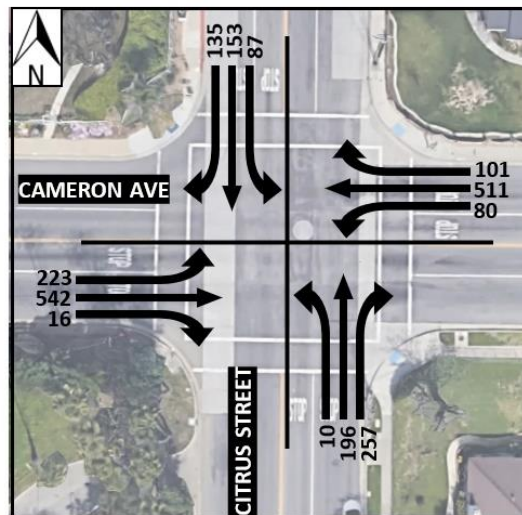
Citrus Street and Cameron Avenue

13:00 pm to 14:00 pm



Citrus Street and Cameron Avenue

16:45 pm to 17:45 pm



Pedestrian Counts

Pedestrian Count Data

- ✓ Pedestrian counts were also taken at the intersection of Citrus Street and Cameron Avenue. The counts were conducted on Tuesday, September 17, 2019 during the hours of 7:00am to 9:00am, 1:00pm to 3:00pm and 4:00pm to 6:00pm on a regular school day.
- ✓ The following table shows the number of pedestrians crossing each leg during a 1-hour period at the intersection of Citrus Street and Cameron Avenue. During the PM peak or what is considered as late afternoon a total of 52 school age pedestrians crossed in the north leg of the intersection with a total of 80 pedestrians crossing in all directions in this time period. There were no bicycles reported during the count period.

Pedestrian Counts									
Time (Every 1 hour)	North Leg		South Leg		East Leg		West Leg		TOTAL Peds per Hour
	Adult	School Age	Adult	School Age	Adult	School Age	Adult	School Age	
7:00-8:00	6	2	5	1	5	0	6	1	26
8:00-9:00	4	1	0	0	3	1	1	0	10
13:00-14:00	1	0	3	1	4	0	1	1	11
14:00-15:00	1	1	2	0	6	0	2	0	12
16:00-17:00	0	52	0	4	7	6	3	8	80
17:00-18:00	0	0	3	0	0	0	1	2	6
TOTAL Peds per Leg	68		19		32		26		145



Traffic Engineering Study Results

As part of the overall analysis conducted at this intersection, two traffic engineering reports determined that the intersection met traffic engineering standards for Traffic Signal installation.



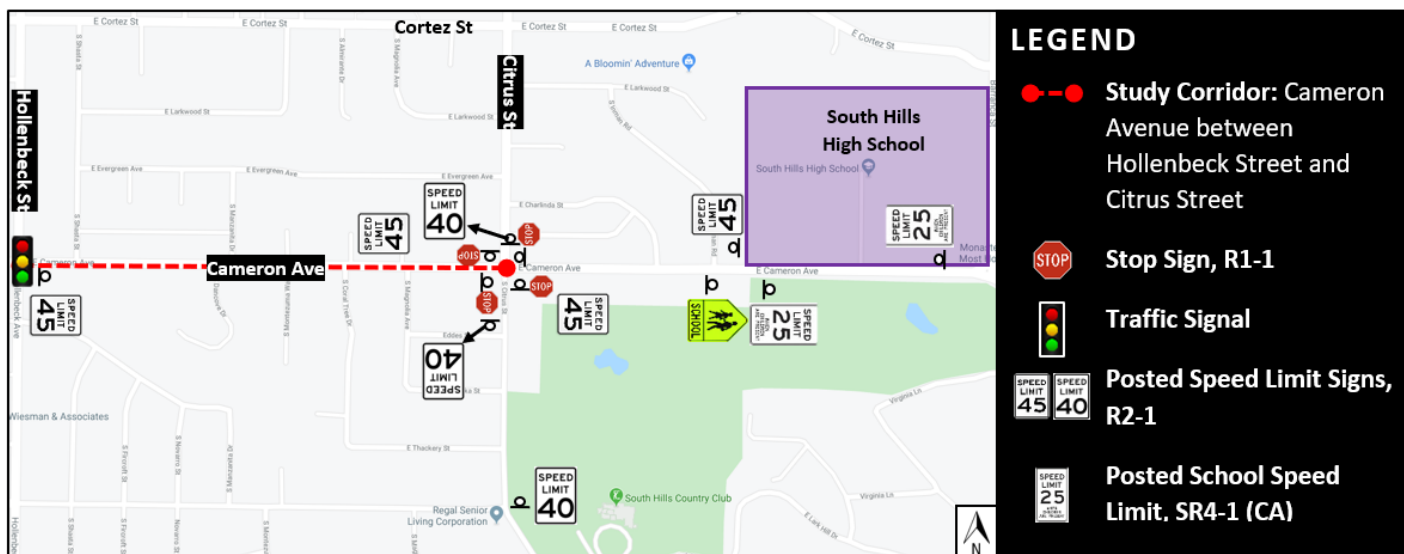
- ✓ The installation of all traffic control devices on public streets is guided by the California Manual on Uniform Traffic Control Devices (CAMUTCD), the California Vehicle Code (CVC), and engineering judgement. Installation of traffic signals would fall under these guidelines per CAMUTCD Chapter 4C – Traffic Control Signal Needs Studies in Part 4 – Highway Traffic Signals.
- ✓ Based on the analysis conducted, it was found that the intersection meets the following CAMUTCD Warrants:
 - Warrant 1: Eight Hour Vehicular Count
 - Warrant 2: Four Hour Vehicular Volume
 - Warrant 3: Peak Hour Volume Warrant
 - Warrant 7: Crash Experience Warrant
- ✓ Installation of a Traffic Signal would provide a safer option by addressing the broadside accidents, assign right-of-way for traffic movements and provide an assigned time for pedestrians to cross with the flow of traffic. Traffic Signals provide for the orderly movement of conflicting flows by alternately assigning right-of-way to various traffic movements.
- ✓ Traffic signals may reduce certain types of collisions, such as right-angle (broadside) collisions (Highway Safety Manual, Table 14-7 Potential Crash Effect of Converting from Stop to Signal Control). As shown in the Collision History slide over the 5.5 years there have been 16 broadside, 5 rear-end, 4 sideswipe, 1 auto/ped, and 2 hit object collisions.



Main Concerns on Cameron Avenue between Hollenbeck Street and Citrus Street

Below is a list of the main concerns on Cameron Avenue between Hollenbeck Street and Citrus Street based on studies conducted by the Traffic Engineering Division and community feedback from prior public meetings:

- ✓ Speeding on Cameron Avenue
- ✓ Too much traffic (congestion)
- ✓ Cameron Avenue is used as a cut-thru route for commuters
- ✓ Gaps in traffic on Cameron Avenue (vehicles have difficulty entering Cameron Avenue from side streets)
- ✓ Pedestrian or Bicyclist Safety (not comfortable walking or biking along Cameron Avenue)
- ✓ Residents have expressed that they want to maintain existing on-street parking
- ✓ Residents have expressed difficulty pulling out of their driveway



Traffic Engineering Measures that Could be Applied to Address Concerns on Cameron Avenue between Hollenbeck Street and Citrus Street

Installation of Traffic Calming Measures: Traffic calming is the process of reducing vehicle speeds through the use of signs, striping, pavement legends, and physical devices. Below are two types of traffic calming measures that can be considered:



- ✓ **YOUR SPEED Radar Feedback Signs:** Radar feedback signs are an effective way to alert drivers of their speed. The sign is used as passive enforcement to inform drivers of their travel speed. They can be affixed to streetlight poles and run on electricity, solar power or small battery packs.

- ✓ **White Side Stripes:** A white side stripe can be used to visually narrow the travel way and provide a buffer for backing out of driveways. White stripes painted along both sides of the travel way will give the driver a perception of a narrower road. Narrower lanes tend to create “friction” and thereby cause drivers to travel at a slower pace. This measure does not impact parking.



Now it's time to take the Survey!

We want to hear from you! What are your concerns? What improvements would you like to see at these locations?

Here is a link to the Online Survey to fill out after watching this presentation: onlinecityservices.com/citrus-cameron. Once there please scroll down to Step 3 and follow the directions.

All survey submissions or additional questions must be received by **Friday, May 15, 2020**. All submittals after this date will not be included in the follow-up virtual presentations.

Step 3: Community Workshop Survey



Online Survey

Once you have completed Step 2, please click the below button to complete the Community Workshop Survey. All surveys must be submitted no later than **Friday, May 15, 2020**. If you are unable to take the survey online and prefer to fill it out over the phone with someone, please contact traffic@transtech.org

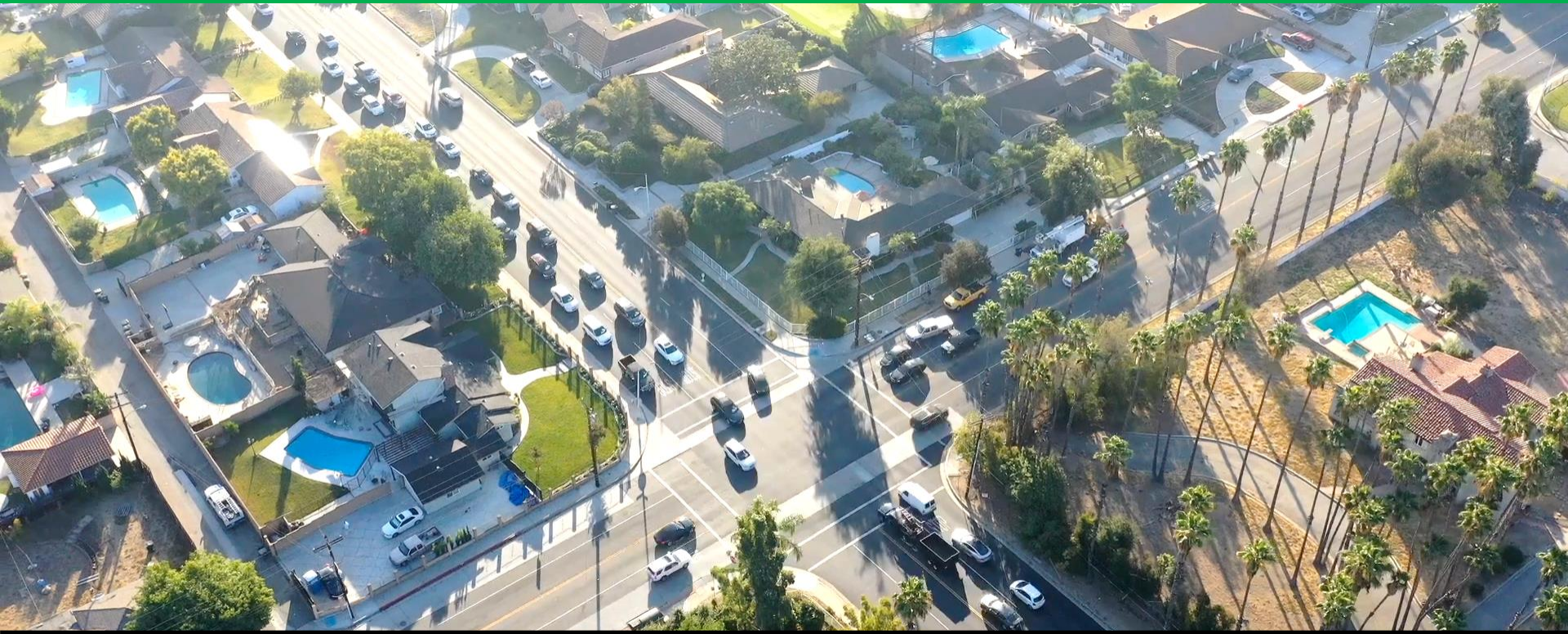
[Click Here to Take the Online Survey](#)



If you are unable to take the survey online and prefer to fill it out over the phone with someone, please contact traffic@transtech.org. Please note that all contact information will be kept confidential and not made public.



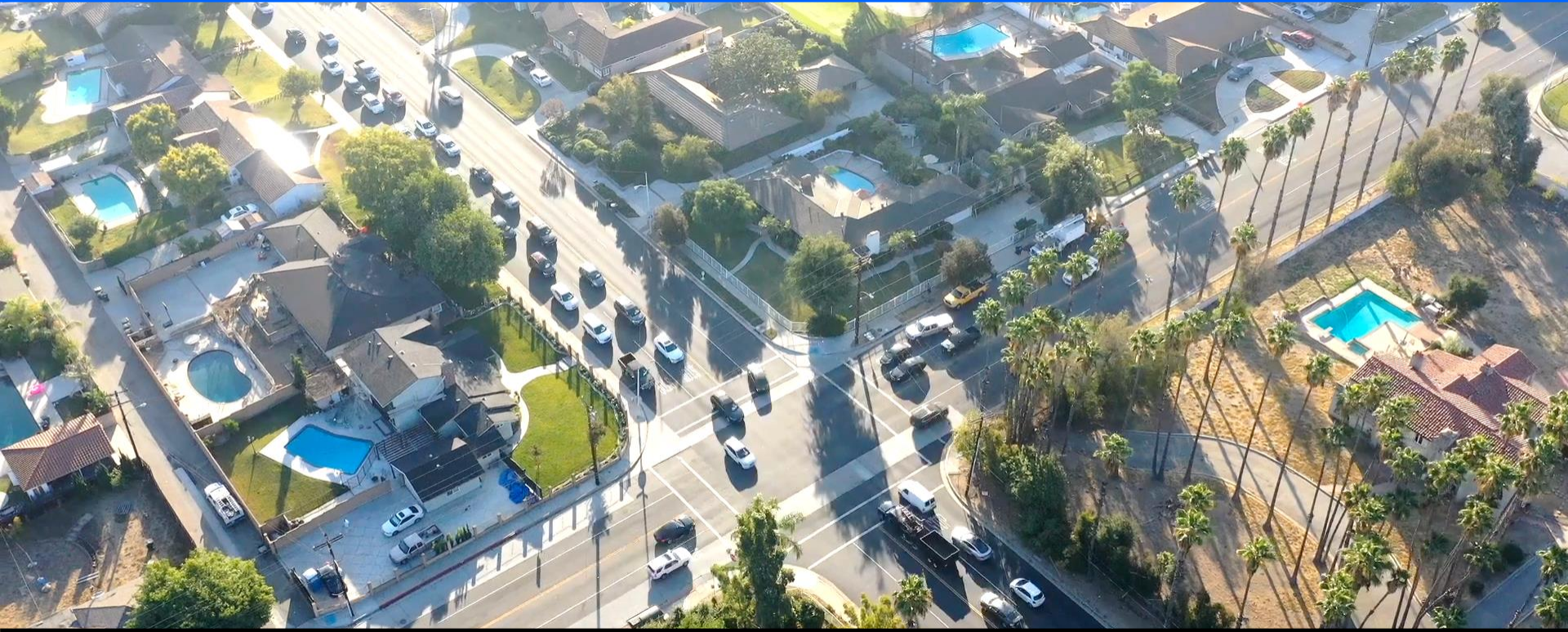
THANK YOU!





Welcome to the City of West Covina's Virtual Community Workshop Presentation Final 2nd Video PRESENTATION

For the intersection of Citrus Street and Cameron Avenue as
well as the Corridor of Cameron Avenue between
Hollenbeck Street and Citrus Street



Welcome!

We thank you for participating in the final phase of the City of West Covina's Virtual Community Workshop for the intersection of Citrus Street and Cameron Avenue as well as the corridor of Cameron Avenue between Hollenbeck Street and Citrus Street.

Phase 1 of the Workshop was accessible for participation between Friday, May 1, 2020 through Friday, May 15, 2020.

This video presentation is part of Phase 2 of the workshop and is accessible for participation between Monday, June 1, 2020 through Friday, June 12, 2020.

Your input is important to the City. Due to COVID-19, County, and CDC guidelines for social distancing, the City is conducting this Community Workshop in a virtual format.



If you have additional questions, or comments please email us directly at: traffic@transtech.org. Please include your name, contact information (email and phone) and home address.

Please note that all contact information will be kept confidential and not made public.

Final Phase of the Virtual Community Workshop

Agenda

The purpose of today's presentation is to:

1. Summarize the results from the survey that was submitted during Phase 1 of the Workshop that was accessible for participation between Friday, May 1, 2020 through Friday, May 15, 2020.
2. Discuss the available measures that could be applied to the intersection and along the corridor.
3. Collect feedback from residents via a final online survey.

About the Virtual Community Workshop:

1. The Virtual Community Workshop has been divided into 4 parts (2 Phases) and is available to access online at the designated Community Workshop Webpage at: onlinecityservices.com/citrus-cameron
2. Phase 1 included Parts 1 and 2 and was accessible and live between Friday, May 1, 2020 through Friday, May 15, 2020. **Part 1** was the first video presentation that went over existing traffic conditions at the locations, identified the main concerns based on studies conducted by the Traffic Engineering Division and community feedback from prior public meetings, as well as discussed the available measures that could be applied to the intersection and along the corridor. This video can still be viewed at the webpage.
3. **Part 2** was a survey based on the 1st video presentation to collect feedback from the community. This survey is now closed and was available during the same time period as Part 1.
4. This video presentation is part of **Phase 2**, which includes **Parts 3** and **4** which will be accessible and live between **Monday, June 1, 2020 through Friday, June 12, 2020**. **Part 3** is this video presentation which will summarize the survey results collected from the Part 2 survey that was completed.
5. **Part 4** will be a final survey for community feedback, this survey will also be available online between **Monday, June 1, 2020** at the Community Workshop website. Any questions and all final survey submissions as part of **Part 4** must be submitted by **Friday, June 12, 2020**.
6. The workshop will be summarized and presented to City Council for a decision at a future date.

If you have additional questions, or comments please email us directly at: traffic@transtech.org. Please include your name, contact information (email and phone) and home address.

Please note that all contact information will be kept confidential and not made public.



Important Links, Deadline Dates, & Contact Information



Community Workshop Website: onlinecityservices.com/citrus-cameron



All survey submissions or additional questions must be received by Friday, June 12, 2020.



Link to the Online Survey to fill out after watching this presentation (please scroll down to Step 5 on the website): onlinecityservices.com/citrus-cameron



Please visit the City Website and the City Council Meeting Agenda Report from the December 3, 2019 Regular City Council Meeting to review Agenda Report Item No. 7 and Traffic Engineering Studies completed for these locations.



If you have additional questions, or comments please email us directly at: traffic@transtech.org. Please include your name, contact information (email and phone) and home address. *Please note that all contact information will be kept confidential and not made public.*

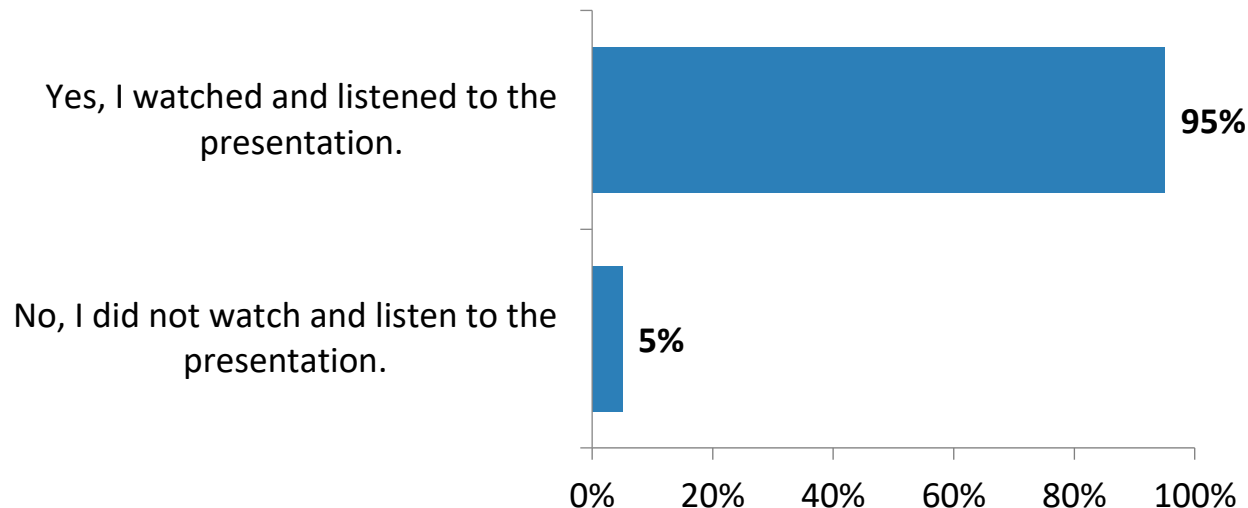
Survey Results from the 1st Survey Part of Phase 1

The 1st Survey was open between Friday, May 1, 2020 through Friday May 15, 2020, with the following participation:

- ✓ 1,373 addresses were mailed notices of the Community Workshop
- ✓ 37 survey responses were received

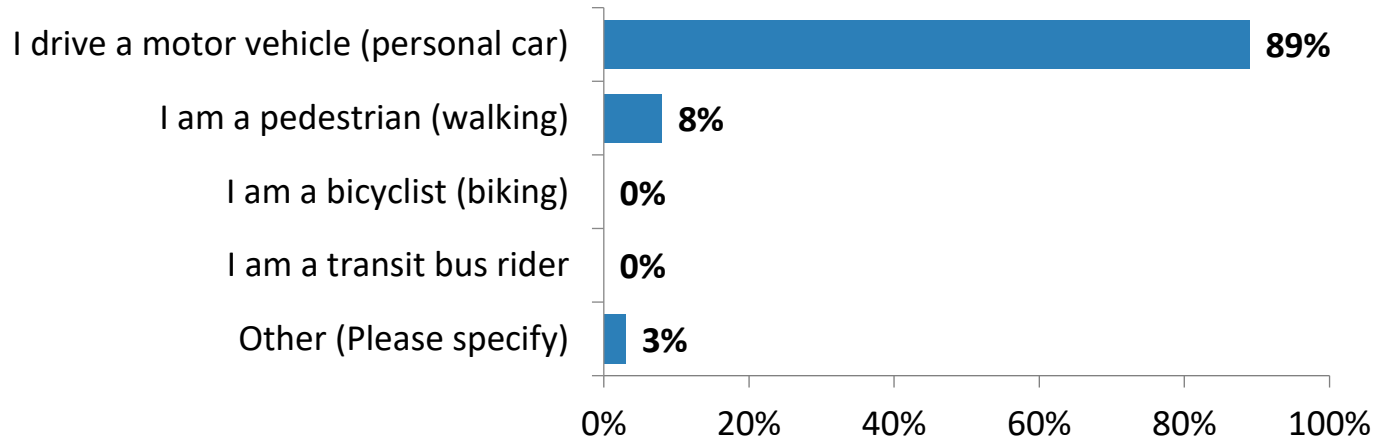
Question 1: Contact Information for each survey was filled out by the Participants. *Please note that this information is confidential.*

Question 2: Did you listen and watch the presentation prior to taking this survey? If you have not, please scroll up and click the link to watch and listen to the presentation before you continue with the survey. Only one survey is allowed per person.

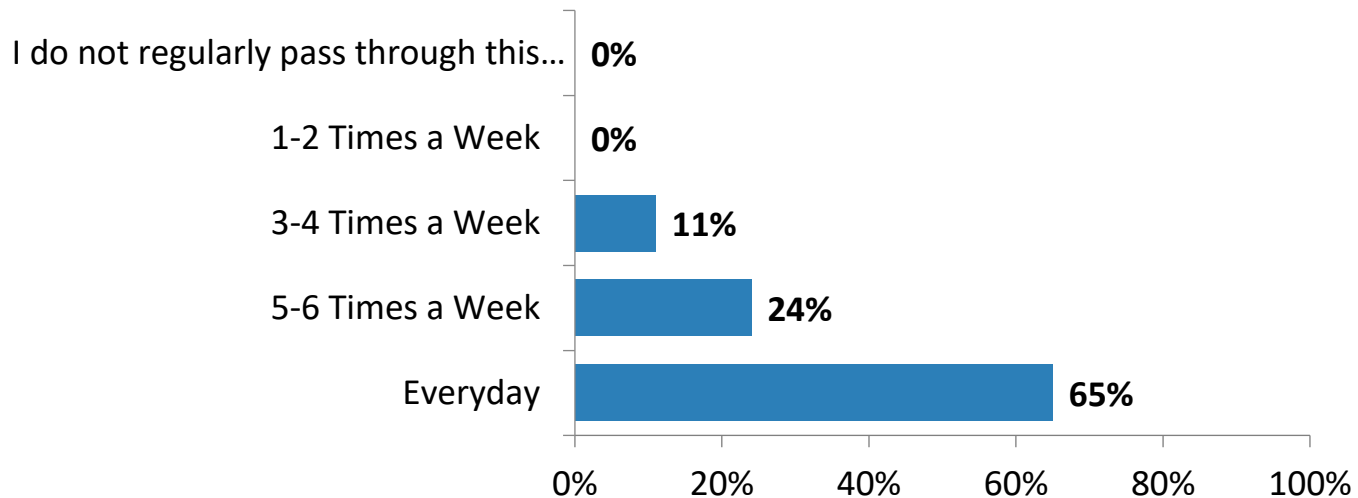


Survey Results from the 1st Survey Part of Phase 1

Question 3: What is your main mode of travel through these locations? Please pick one.

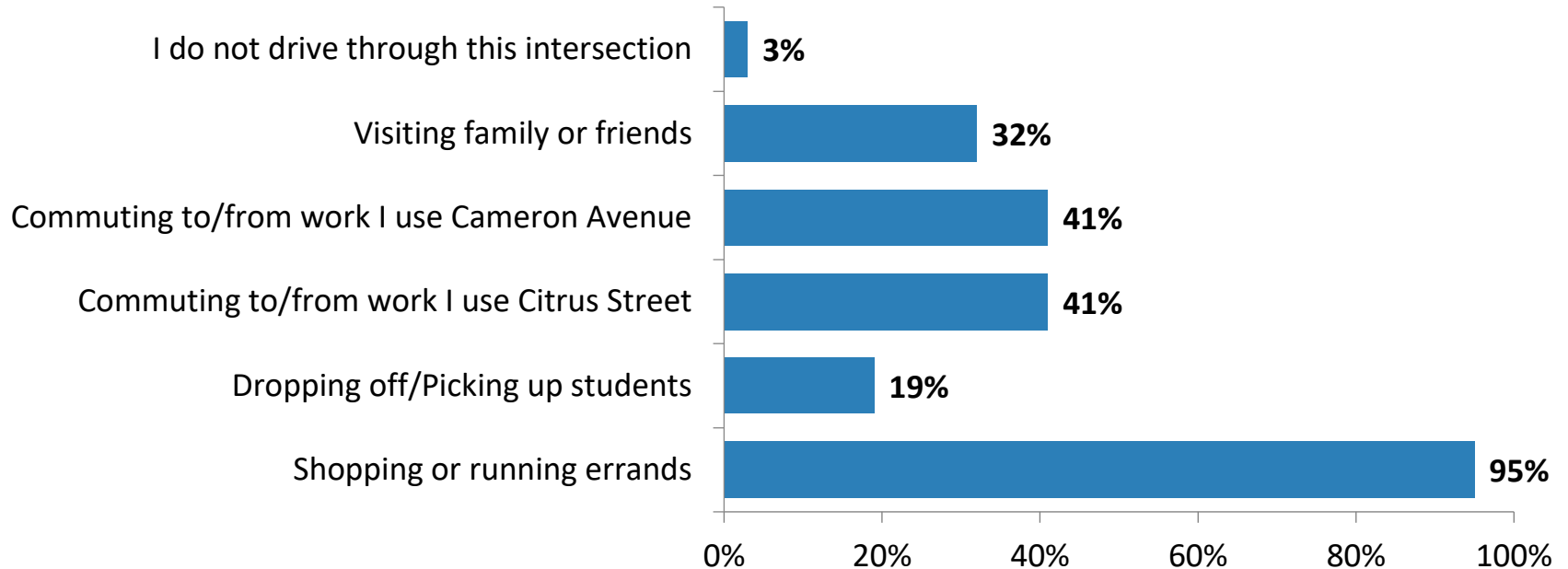


Question 4: How often do you pass through the intersection of Citrus Street and Cameron Avenue?



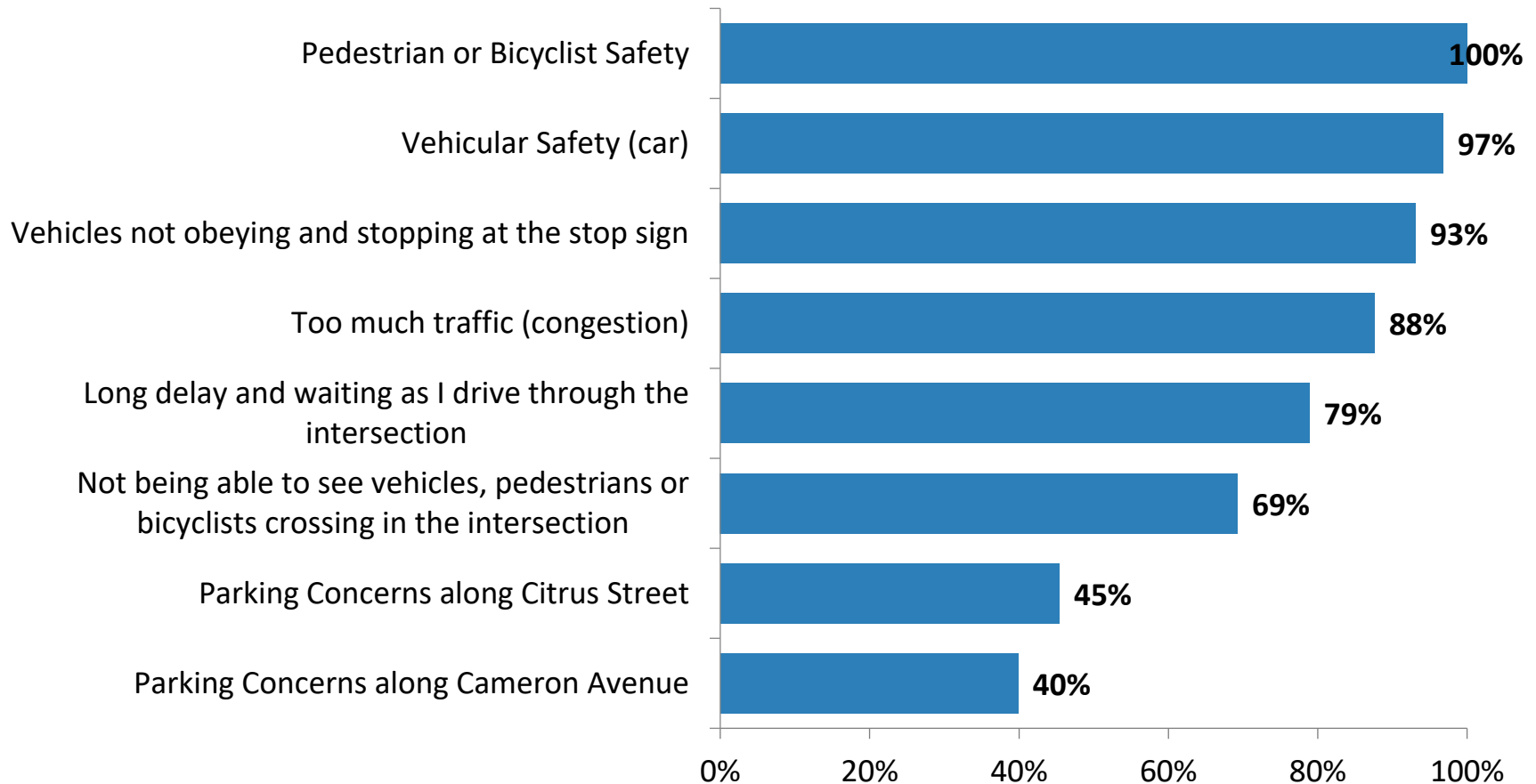
Survey Results from the 1st Survey Part of Phase 1

Question 5: What is your reason for driving through the intersection of Citrus Street and Cameron Avenue? Please check all that apply.



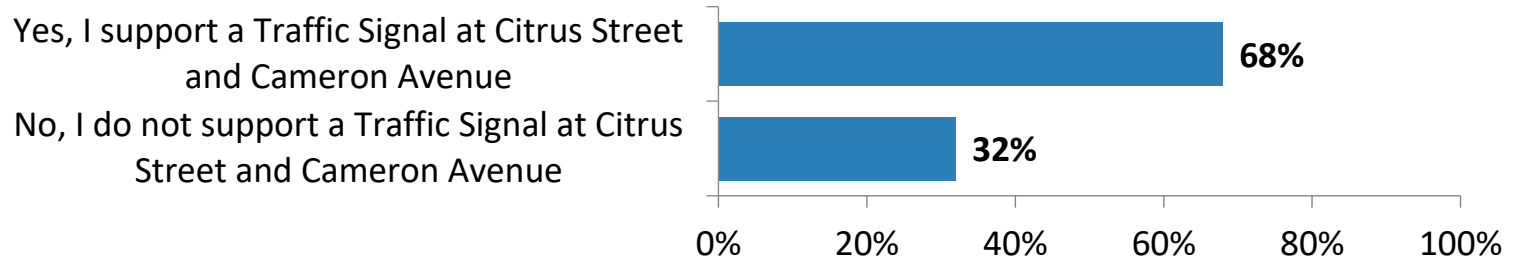
Survey Results from the 1st Survey Part of Phase 1

Question 6: Please rank the order of your concerns from most important to least important for the intersection of Citrus Street and Cameron Avenue? For example, if you rank “Pedestrian or Bicyclist Safety” as 1 that would mean your number 1 priority is Pedestrian or Bicyclist Safety. Two items cannot have the same ranking.

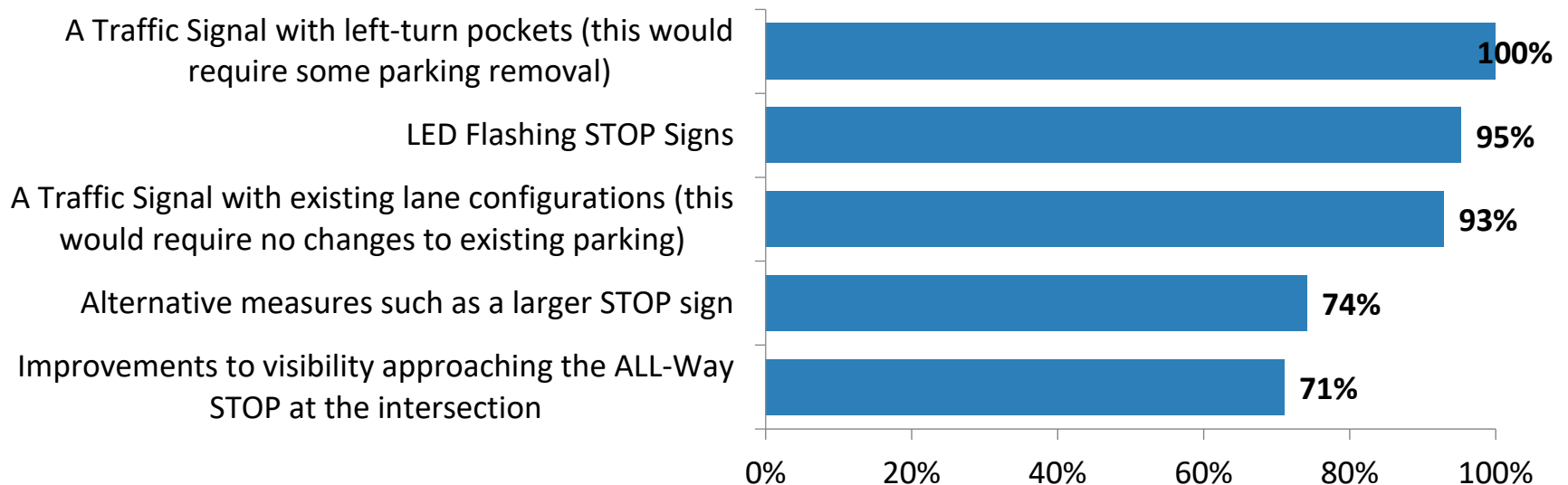


Survey Results from the 1st Survey Part of Phase 1

Question 7: Would you support the installation of a Traffic Signal at Citrus Street and Cameron Avenue?

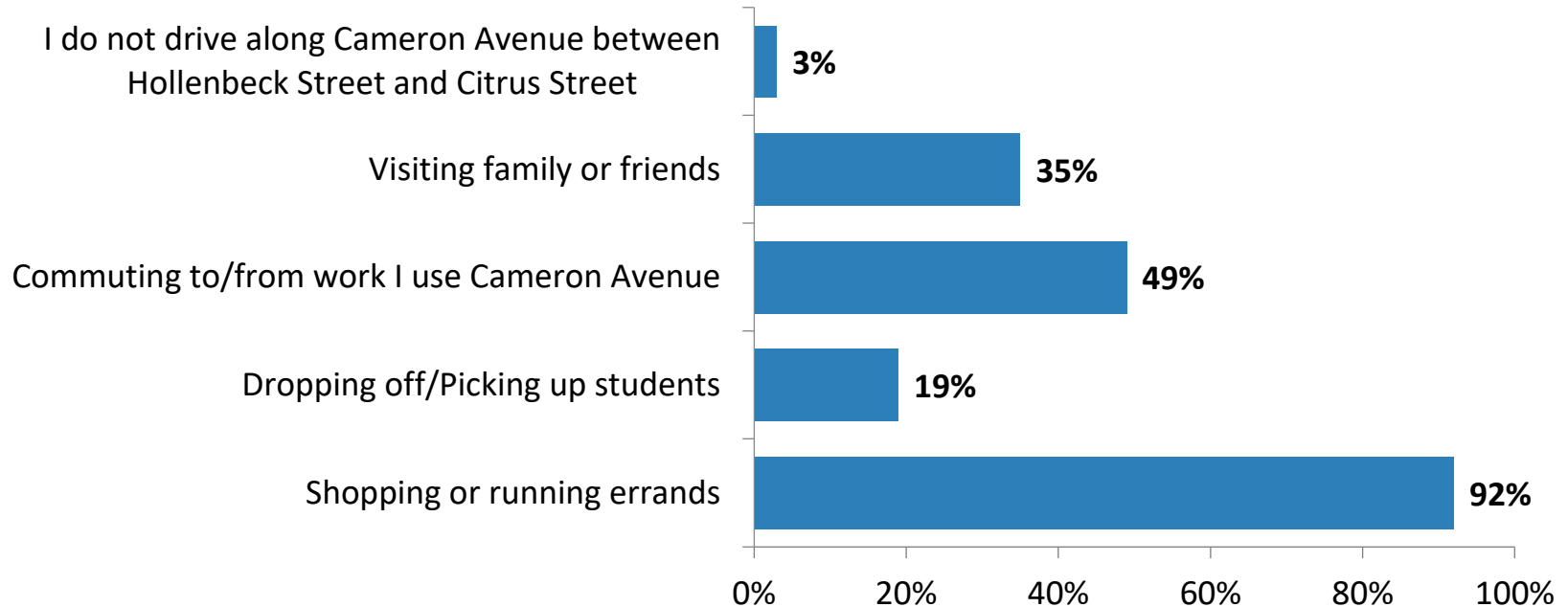


Question 8: Please rank the following items from most important to least important to improve the intersection of Citrus Street and Cameron Avenue? For example, a number 1 ranking would mean this is the improvement that you would most want to see installed at the intersection of Citrus Street and Cameron Avenue. Two items cannot have the same ranking.



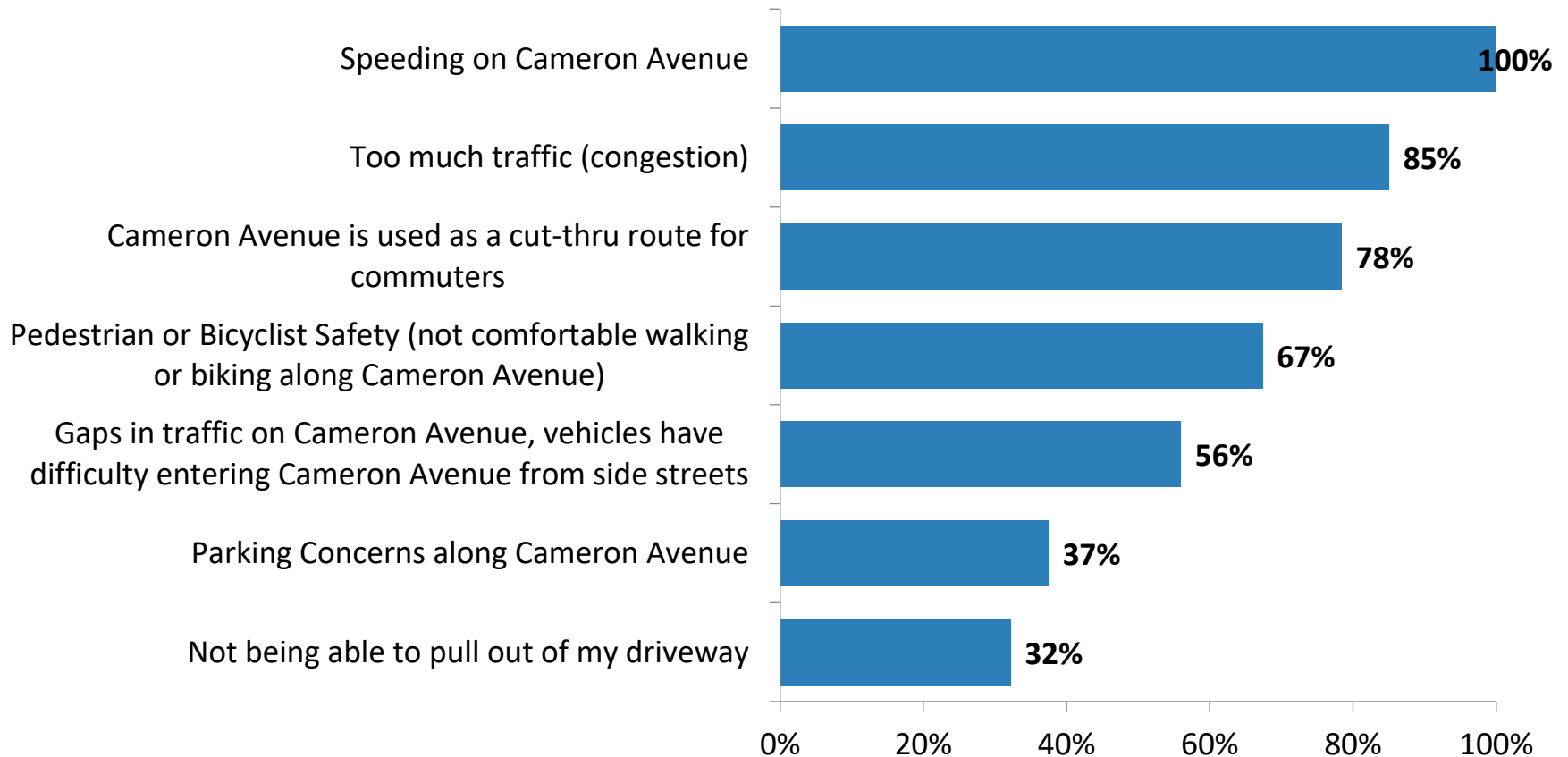
Survey Results from the 1st Survey Part of Phase 1

Question 9: What is your reason for driving along Cameron Avenue between Hollenbeck Street and Citrus Street? Please check all that apply.



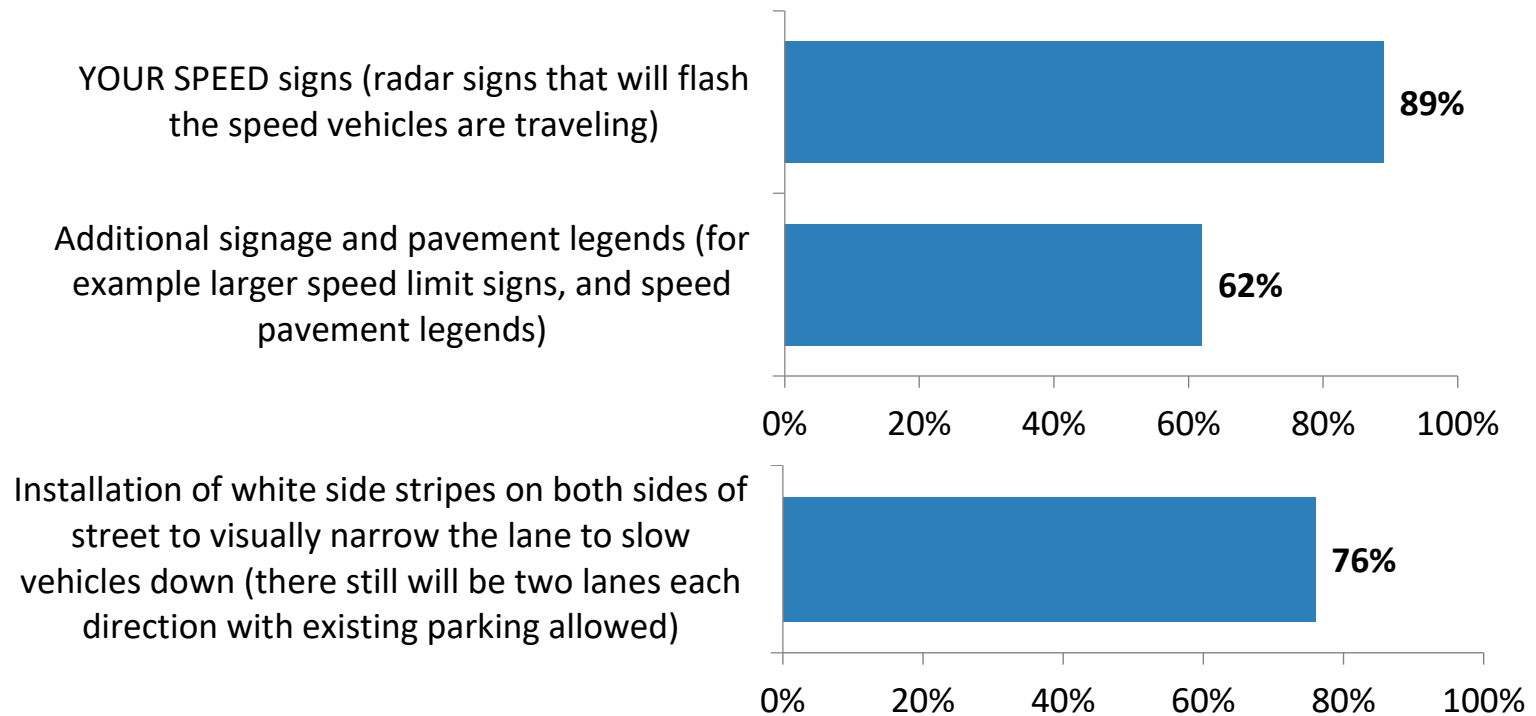
Survey Results from the 1st Survey Part of Phase 1

Question 10: Please rank the order of your concerns from most important to least important for Cameron Avenue between Hollenbeck Street and Citrus Street? For example, if you rank “Speeding on Cameron Avenue” as 1 that would mean your number 1 priority is speeding. Two items cannot have the same ranking.



Survey Results from the 1st Survey Part of Phase 1

Question 11: What types of Traffic Calming Measures would you support along Cameron Avenue between Hollenbeck Street and Citrus Street? Please check all that apply.



Additional Comments and Questions Submitted

Question 12: Thank you for taking our Survey, if there is any additional information regarding these locations you would like to share with us, you may do so below. This is optional, you may also leave it blank.



- ✓ Out of the 37 surveys received, 30 participants also answered question 12 above, which was an open text box field where survey responders could submit any additional comments or questions.

Below is a summary of the comments that were submitted:

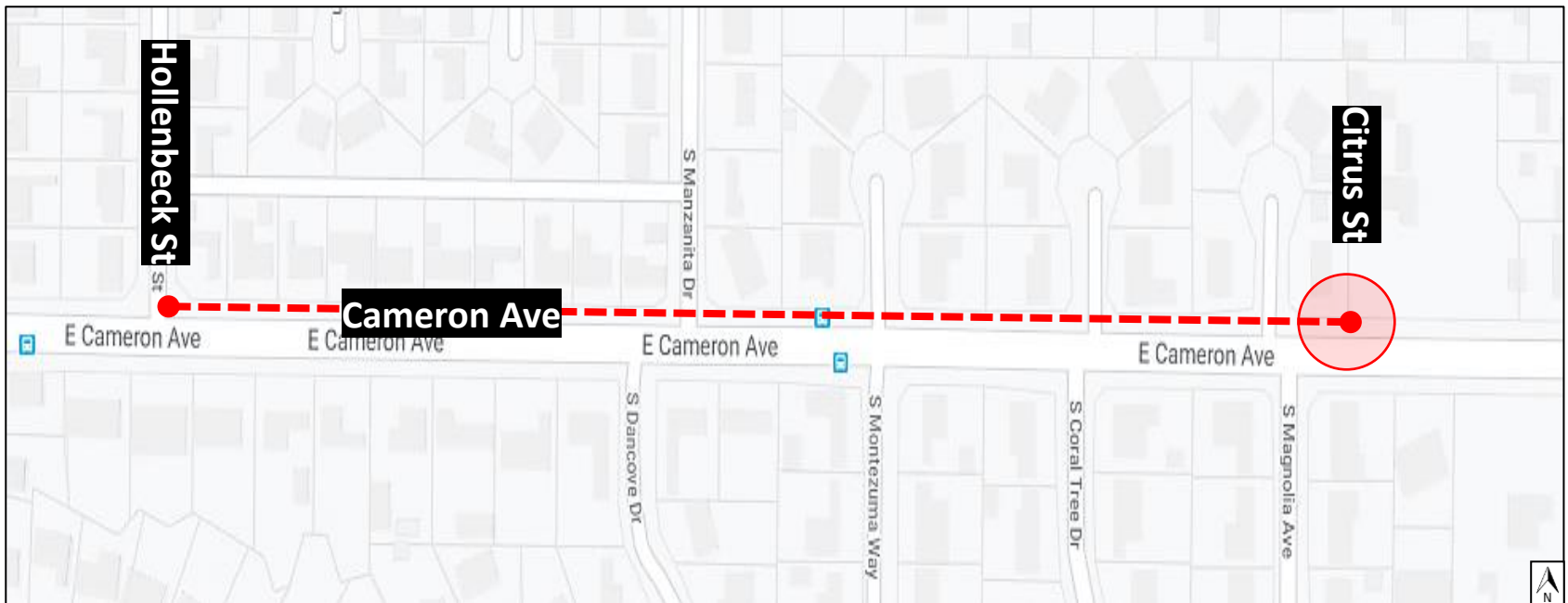
- ✓ **Cameron Avenue and Citrus Street Speeding:** Acknowledgement that there are speeding concerns along Cameron Avenue and support for Traffic Calming measures, some of the responses also included comments on loud engine noises from speeding vehicles, requests for additional police enforcement, extension of the traffic calming measures beyond the section between Hollenbeck Street to Citrus Street limits, requests for speed humps, request to reduce the speed limit, heavy congestion on Cameron Avenue
- ✓ **68% Support of a Traffic Signal:** There was general overall agreement and support to install a Traffic Signal at Citrus Street and Cameron Avenue, some of the comments included a request for addition pedestrian improvements, and camera installation
- ✓ **32% do not support a Traffic Signal:** There were some individuals who did not support a signal however stated that if a signal was installed they would like the City to consider either having the signal as a yellow flashing light or as converted to a 4 way stop during off peak times and work as a signal during peak times; some questions included if a signal would impact home values
- ✓ **Police Enforcement:** There were several requests for increased police enforcement along Cameron Avenue as well as at the intersection of Citrus Street and Cameron Avenue particularly during peak hours. The City will work with West Covina PD.
- ✓ **Driveway Accessibility:** There were comments about not being able to pull out of driveways during peak hours, requests if installation of new driveways are feasible.
- ✓ **Comments About Other Locations:** We received submissions for the City to review other locations that were not part of the Workshop locations. We will separately be contacting those individuals directly to evaluate what can be done. The purpose of this Workshop is to only discuss the Citrus/Cameron intersection and Cameron corridor.

Overview of the Goal of the Community Workshop

Below were the two main focuses of this Workshop:

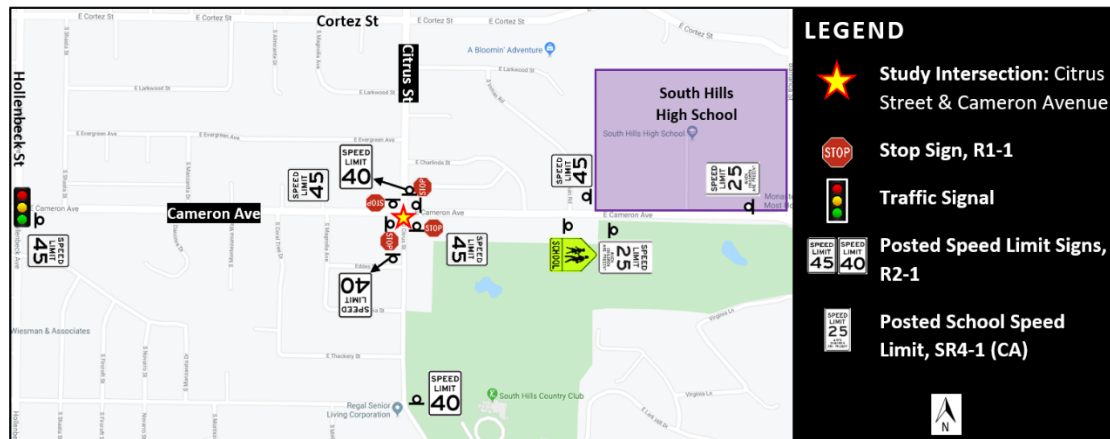
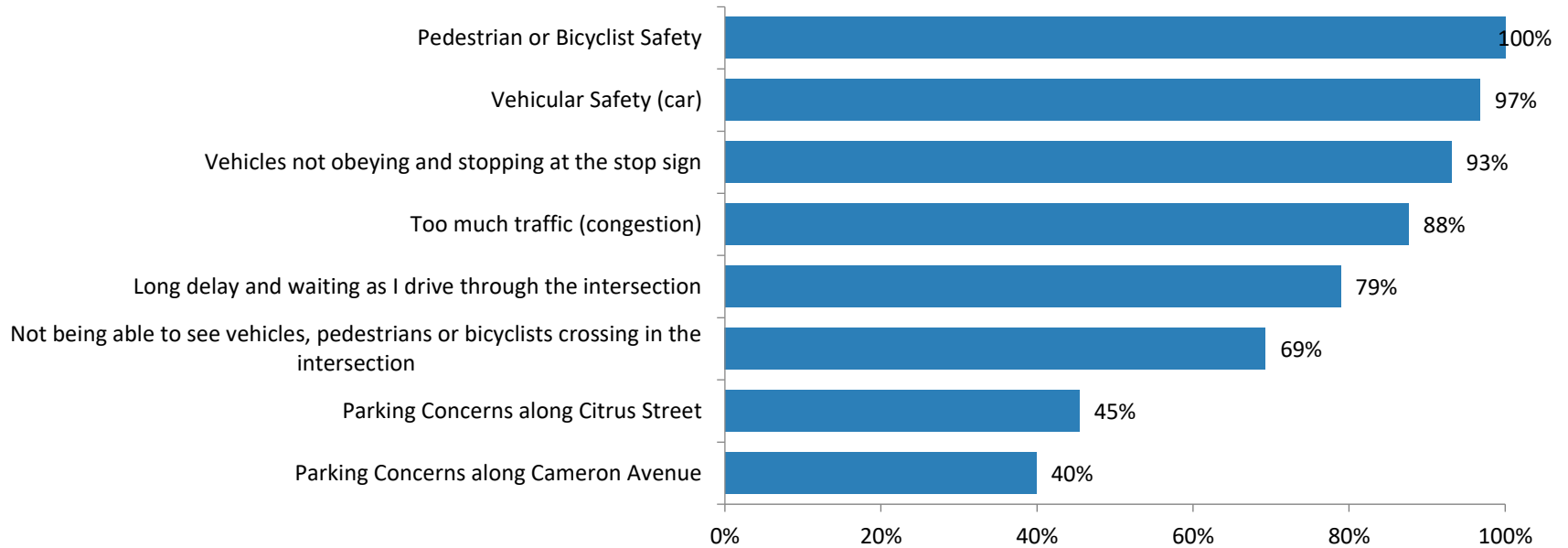
Item 1: Measures to Improve Intersection Safety at Citrus Street and Cameron Avenue

Item 2: Traffic Calming Measures that could be implemented along Cameron Avenue between Hollenbeck Street and Citrus Street



Main Concerns at the Intersection of Citrus Street and Cameron Avenue

Below is a list of the main concerns at the intersection of Citrus Street and Cameron Avenue ranked in order of most important to least based on community feedback from the survey:



Traffic Engineering Measures that Could be Applied to Address Concerns at the Intersection of Citrus Street and Cameron Avenue

The installation of all traffic control devices on public streets are guided by the California Manual on Uniform Traffic Control Devices (CAMUTCD), the California Vehicle Code (CVC), and engineering judgement.

Intersection Concerns	Traffic Engineering Measures that Could be Applied to Address Intersection Concerns				
	Reflective Tape on Sign Poles	Oversize Stop Signs	LED Flashing Approach Signs	LED Blinking Stop Signs	Traffic Signal
Long Queues	X	X	X	X	✓
Pedestrian Safety	X	✓	X	✓	✓
Broadside Accidents	X	X	X	X	✓
Visibility Approaching Intersection	✓	✓	✓	✓	✓
Congestion / Heavy Volume	X	X	X	X	✓

Picture Examples of the Measures Listed in the Previous Slide

Reflective Tape on Sign Poles



Oversize Stop Signs



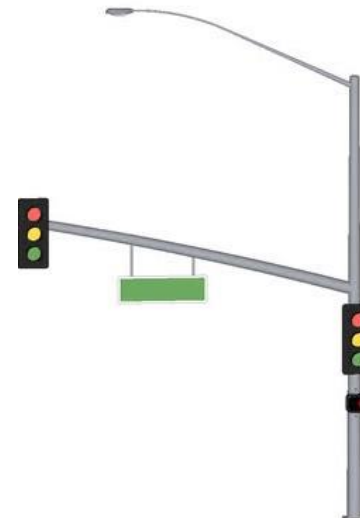
LED Flashing Approach Signs



LED Blinking Stop Signs

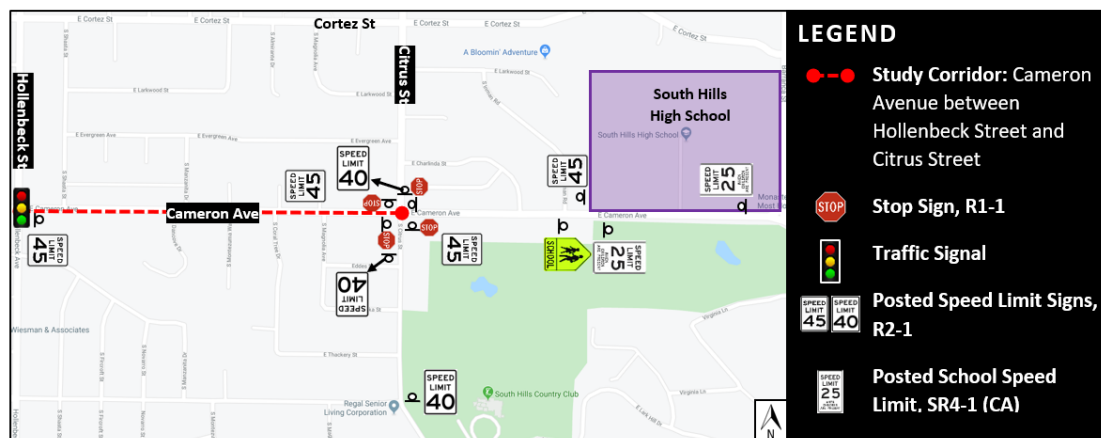
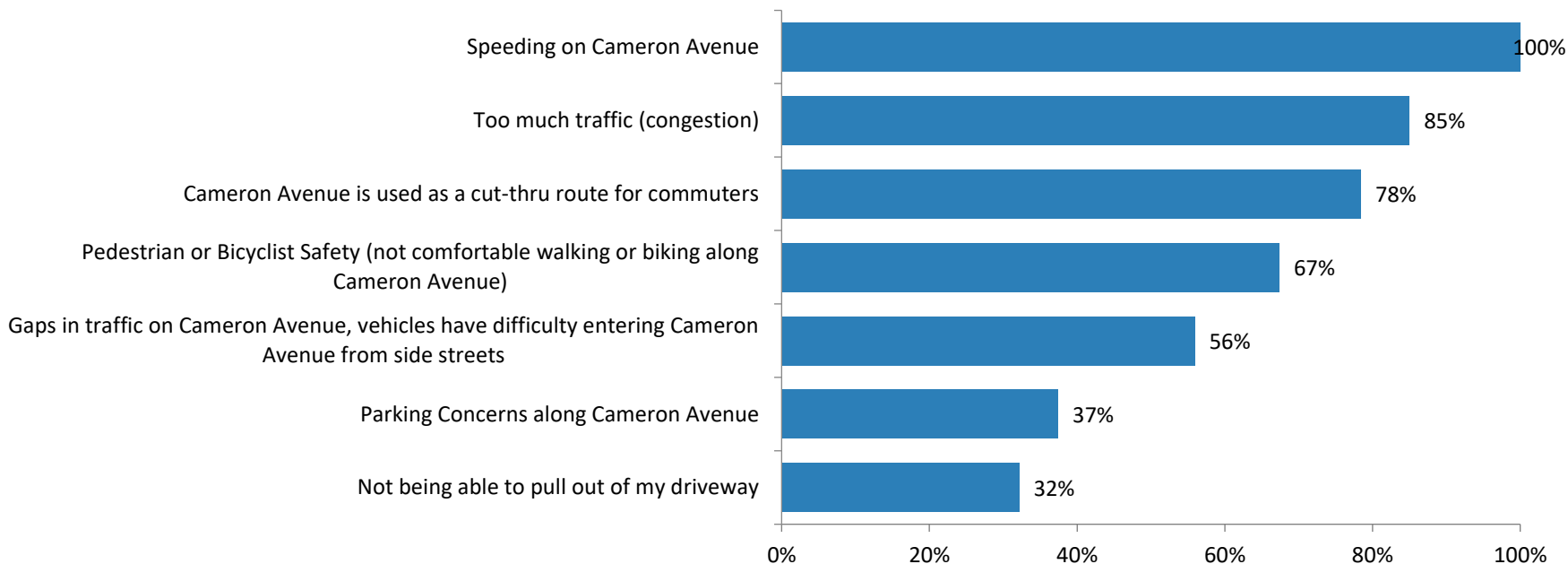


Traffic Signal



Main Concerns on Cameron Avenue between Hollenbeck Street and Citrus Street

Below is a list of the main concerns on Cameron Avenue between Hollenbeck Street and Citrus Street ranked in order of most important to least based on the community feedback from the survey:



Traffic Engineering Measures that Could be Applied to Address Concerns on Cameron Avenue between Hollenbeck Street and Citrus Street

Installation of Traffic Calming Measures: Traffic calming is the process of reducing vehicle speeds through the use of signs, striping, pavement legends, and physical devices. Below are two types of traffic calming measures that can be considered:



- ✓ **YOUR SPEED Radar Feedback Signs:** Radar feedback signs are an effective way to alert drivers of their speed. The sign is used as passive enforcement to inform drivers of their travel speed. They can be affixed to streetlight poles and run on electricity, solar power or small battery packs.

- ✓ **White Side Stripes:** A white side stripe can be used to visually narrow the travel way and provide a buffer for backing out of driveways. White stripes painted along both sides of the travel way will give the driver a perception of a narrower road. Narrower lanes tend to create “friction” and thereby cause drivers to travel at a slower pace. This measure does not impact parking.



Now it's time to take the Final Survey!

Below is a link to the Final Online Survey to fill out after watching this presentation:
onlinecityservices.com/citrus-cameron.

Once there please scroll down to Step 5 and follow the directions.

All survey submissions or additional questions must be received by Friday, June 12, 2020.

Step 5: Final 2nd Community Workshop Survey (Part 4)



Once you have completed all of the above steps and watched the video presentation, please click the below button to complete the Community Workshop Survey. All surveys must be submitted no later than Friday, June 12, 2020.

This survey will be accessible between
Monday, June 1, 2020 through Friday, June 12, 2020.

If you are unable to take the survey online and prefer to fill it out over the phone with someone, please contact traffic@transtech.org

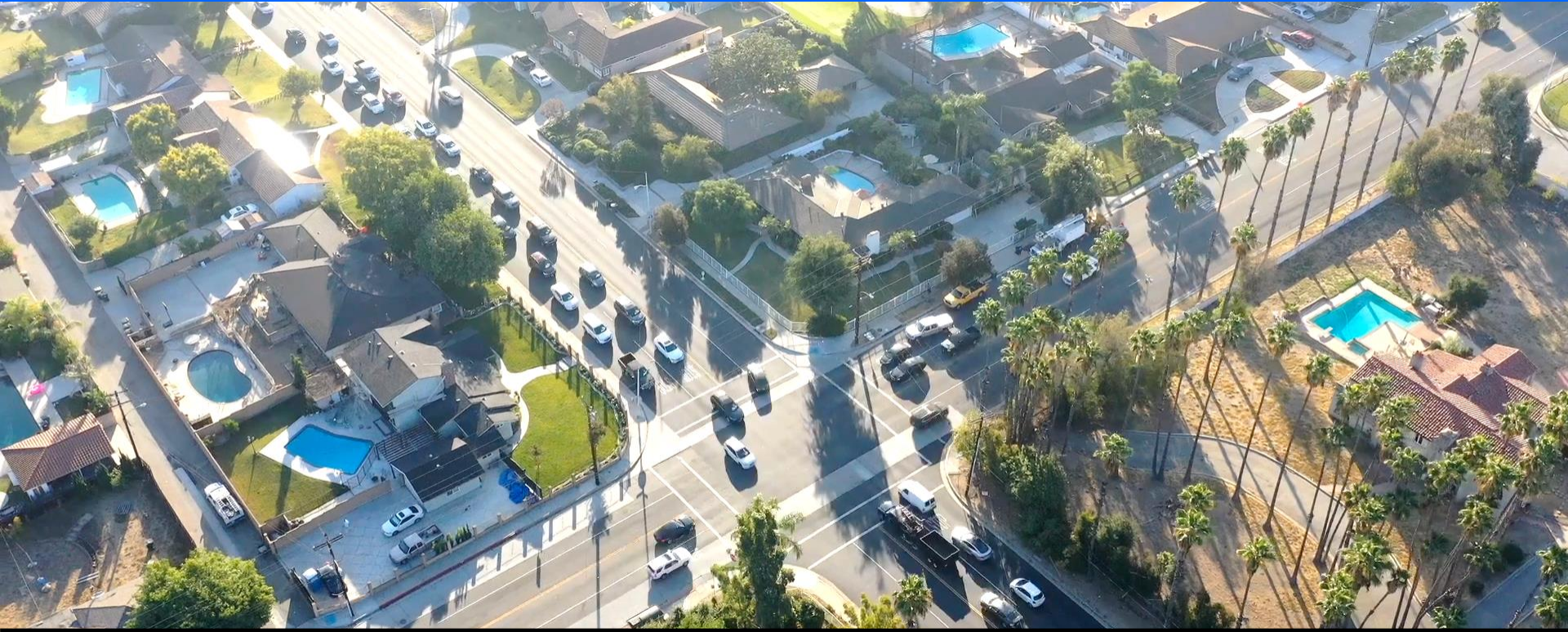
[Click Here for to Take the Final Survey](#)



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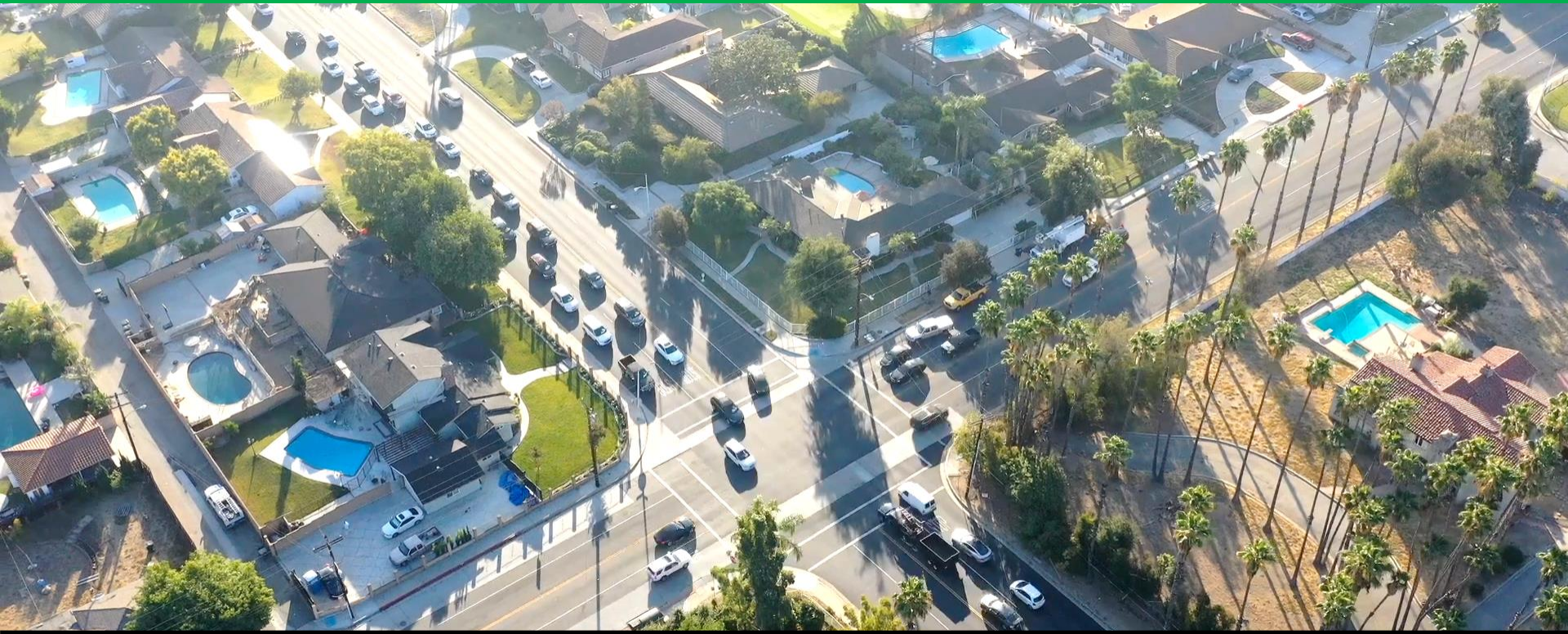
THANK YOU!





Virtual Community Workshop Overview

For the Virtual Community Workshop For the intersection of Citrus Street and Cameron Avenue as well as the Corridor of Cameron Avenue between Hollenbeck Street and Citrus Street



Virtual Community Workshop Overview

About the Virtual Community Workshop: At the December 3, 2019 City Council Meeting, the City Council directed staff to conduct community outreach regarding the intersection of Citrus Street and Cameron Avenue and the corridor of Cameron Avenue between Hollenbeck Street and Citrus Street. Originally an in-person Community Workshop was scheduled for March 16, 2020 at the City's Senior Center. Flyers and notices were mailed to residents living within the area. However due to COVID-19, County, and CDC guidelines for social distancing, the meeting was cancelled. The City was determined to keep City projects moving forward so the City decided to conduct the Community Workshop in a virtual format. The Virtual Community Workshop was divided into 2 Phases as explained below.

Phase 1: Phase 1 included Parts 1 and 2, which was accessible and live between Friday, May 1, 2020 through Friday, May 15, 2020. Part 1 included a prerecorded video presentation that went over existing traffic conditions at the locations, identified the main concerns based on studies conducted by the Traffic Engineering Division and community feedback from prior public meetings, as well as discussed the available measures that could be applied to the intersection and along the corridor. This video can still be viewed at the webpage. Part 2 was an online survey based on the video presentation to collect feedback from the community. A drone footage of the intersection during peak traffic volumes was also included as part of the Community Workshop. In total 37 participants submitted a survey.

Phase 2: Phase 2 included Parts 3 and 4 which was accessible and live between Monday, June 1, 2020 through Friday, June 12, 2020. Part 3 included a 2nd prerecorded video presentation which summarize the survey results collected from the Part 2 survey that was completed in Phase 1 and reviewed the potential traffic safety improvements that could be considered at the subject locations. Part 4 was a final online survey for community feedback based on Phase 1 as well as the new information presented as part of Phase 2. In total 18 participants submitted a survey.



Flyer and GIS Addresses Mailed

FLYER MAILED

1373 addresses were mailed this flyer.



The City of West Covina wants to hear from you!

The City is hosting a [Virtual Community Workshop](#) for the intersection of Citrus St & Cameron Ave & the Corridor of Cameron Ave between Hollenbeck St & Citrus St!

Due to COVID-19, County, and CDC guidelines for social distancing, the City is conducting this Community Workshop in a virtual format.

Please Visit the Website link below and follow the instructions on the site to [ENTER](#) the Community Workshop Website! Part 1 and Part 2 will be available to access between **Friday, May 1st through Friday, May 15th. Part 3 and Part 4 will be available to access between **Monday, June 1st through Friday, June 12th**.**

onlinecityservices.com/citrus-cameron



The purpose of the Community Workshop is to:

1. Present existing traffic conditions at the intersection of Citrus Street and Cameron Avenue as well as the Cameron Avenue Corridor between Hollenbeck Street and Citrus Street.
2. Identify the main concerns based on studies conducted by the Traffic Engineering Division and community feedback from prior public meetings.
3. Discuss the available measures that could be applied to the intersection and along the corridor.
4. Collect feedback from residents via an online survey that will prioritize resident's concerns and identify improvements that residents would support at this intersection and along the corridor.

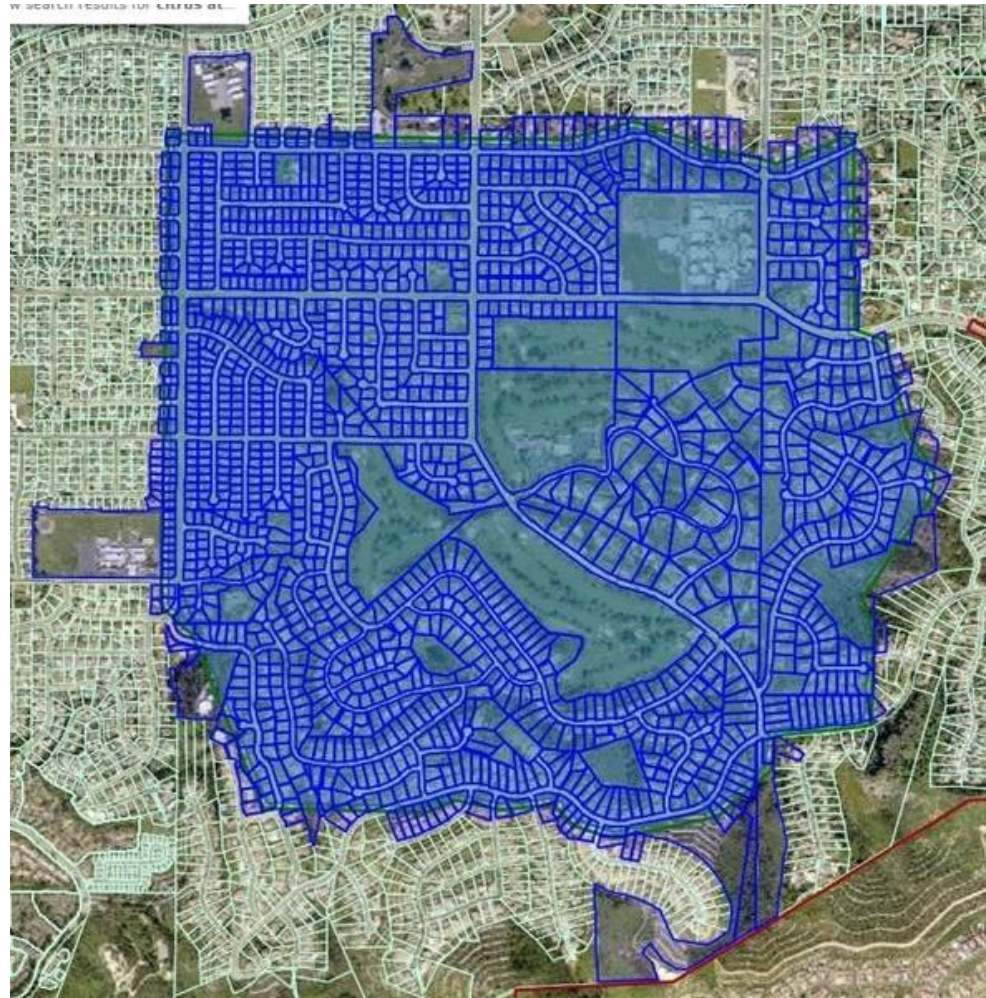
About the Community Workshop:

1. The Virtual Community Workshop will be divided into 4 parts. This presentation is Part 1 and the accompanying survey that you are requested to fill out at the end of this presentation is Part 2. Any questions and all survey submissions must be submitted by **Friday, May 15, 2020**.
2. Part 3 will be a subsequent 2nd presentation summarizing the survey results collected from the Part 2 survey that was completed. The presentation will be available online on **Monday, June 1, 2020** on the Community Workshop Website.
3. Part 4 will be a final survey to narrow the community input and desired features that can be supported by engineering standards and guidelines as appropriate implementation measures. This survey will also be available online on **Monday, June 1, 2020** on the Community Workshop Website. Any questions and all final survey submissions as part of Part 4 must be submitted by **Friday, June 12, 2020**.

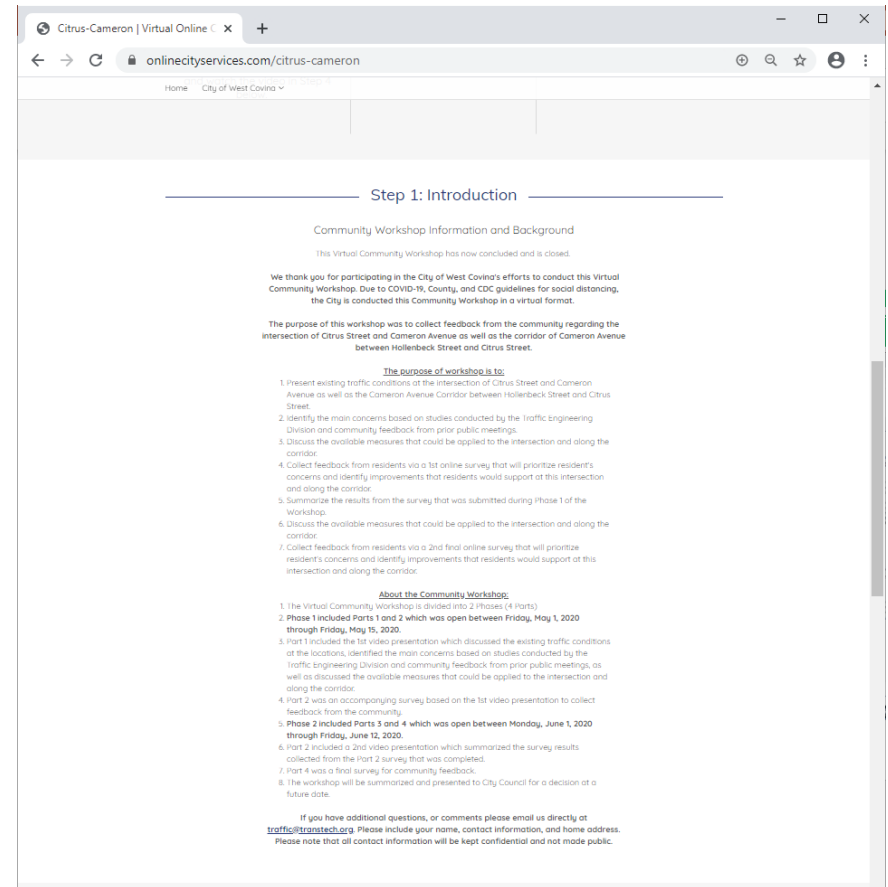
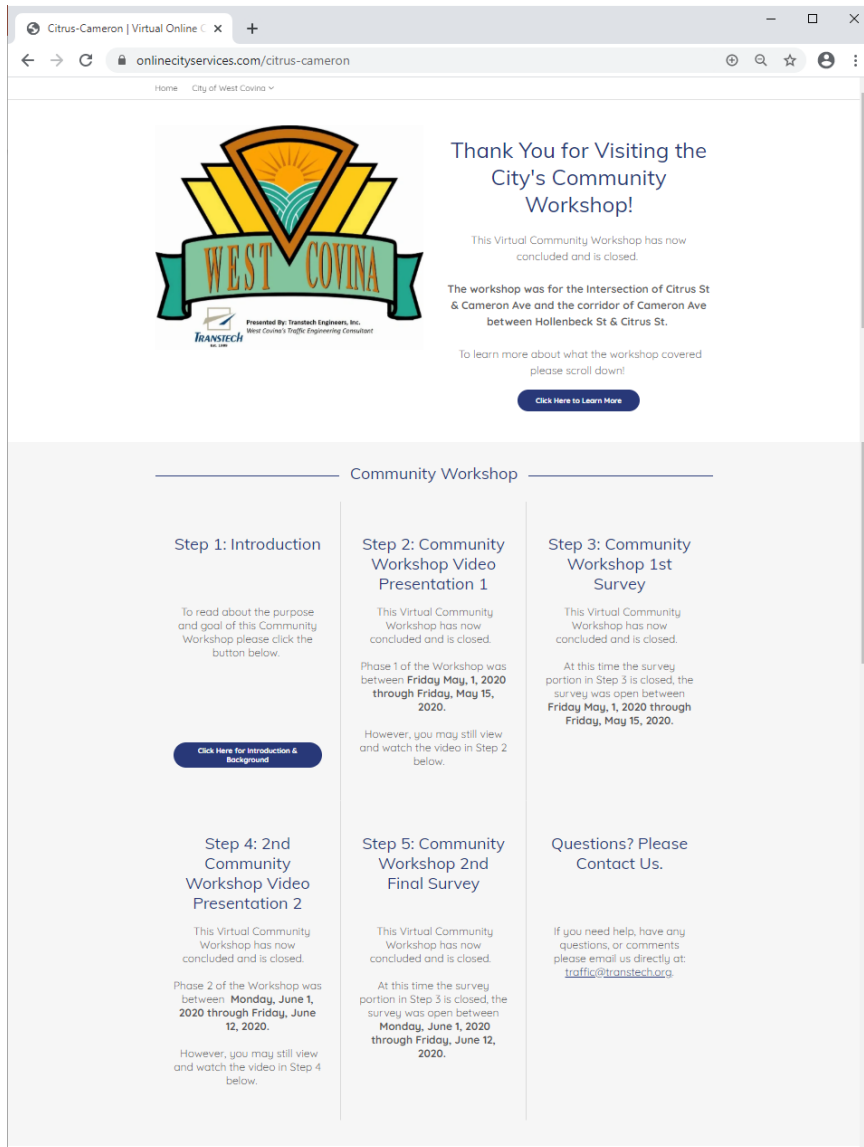
If you have additional questions, or comments please email us directly at: traffic@transtech.org. Please include your name, contact information (email and phone) and home address.

All information will be kept confidential and not shared with the public.

GIS MAP OF ADDRESSES WHO WERE MAILED A FLYER AND NOTIFIED OF THE COMMUNITY WORKSHOP



Website Images: <https://onlinecityservices.com/citrus-cameron>



Website Images: <https://onlinecityservices.com/citrus-cameron>

Citrus-Cameron | Virtual Online C x +


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onlinecityservices.com/citrus-cameron

Home City of West Covina

By using this online service, all participants agree to directly all traffic@transtech.org. Please include your name, contact information, and home address. Please note that all contact information will be kept confidential and not made public.

Step 2: 1st Community Workshop Presentation 1 (Part 1)



1st Community Workshop Video Presentation

This Virtual Community Workshop has now concluded and is closed.


However, you may still view and watch the video from Phase 1, Phase 1 of the Workshop was between **Friday May, 1, 2020 through Friday, May 15, 2020.**

Please make sure your volume and speakers are on!

Download a PDF Copy of the Presentation

In addition to the video presentation, you may also click on the button below to download a PDF copy of the presentation as a stand alone document with no voice.

[Click Here to Download a PDF Copy of the Presentation](#)



Drone Video Footage of Citrus St & Cameron Ave

To view the drone footage as part of Slide 11 (page 11 of the PDP), please press play on the video to view and watch. Please note there is no sound for this video.


Step 3: 1st Community Workshop Survey (Part 2)

This Virtual Community Workshop has now concluded and is closed.

At this time the survey portion for Part 2 is closed, the survey was open between **Friday May, 1, 2020 through Friday, May 15, 2020.**

If you need to get in contact with someone please email us directly at traffic@transtech.org.

Step 4: 2nd Community Workshop Presentation 1 (Part 3)



Final 2nd Community Workshop Video Presentation

This Virtual Community Workshop has now concluded and is closed.

However, you may still view and watch the video from Phase 2, Phase 2 of the Workshop was between **June 1, 2020 through June 12, 2020.**

Please make sure your volume and speakers are on!

Download a PDF Copy of the Presentation

In addition to the video presentation, you may also click on the button below to download a PDF copy of the presentation as a stand alone document with no voice.

[Click Here to Download a PDF Copy of the Presentation](#)

Step 5: Final 2nd Community Workshop Survey (Part 4)

This Virtual Community Workshop has now concluded and is closed.

At this time the survey portion for Part 4 is closed, the survey was open between **Monday, June 1, 2020 through Friday, June 12, 2020.**

If you need to get in contact with someone please email us directly at traffic@transtech.org.

Contact Us

This Community Workshop is Presented by Transtech Engineers, Inc.

Email us at traffic@transtech.org

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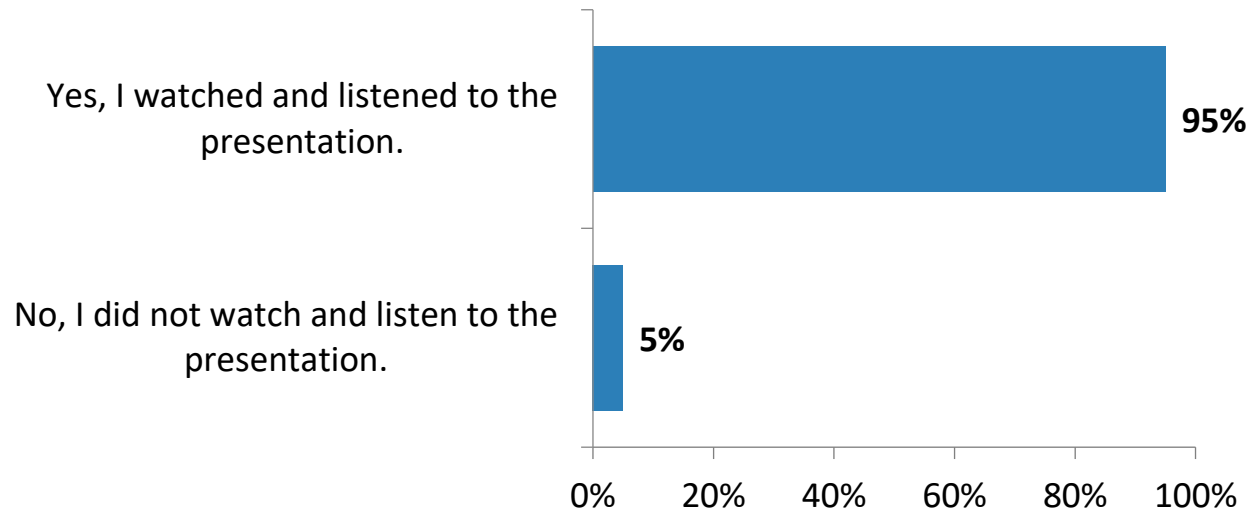
Phase 1 - 1st Survey Results Overview

The 1st Survey was open between Friday, May 1, 2020 through Friday May 15, 2020, with the following participation:

- ✓ 1,373 addresses were mailed this flyer.
- ✓ 37 survey responses were submitted for the 1st Survey

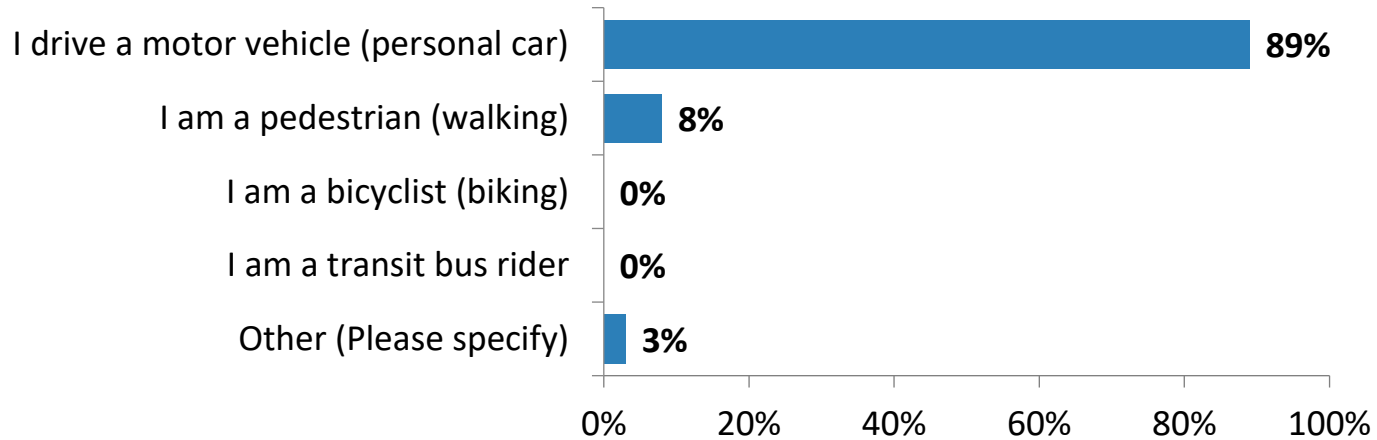
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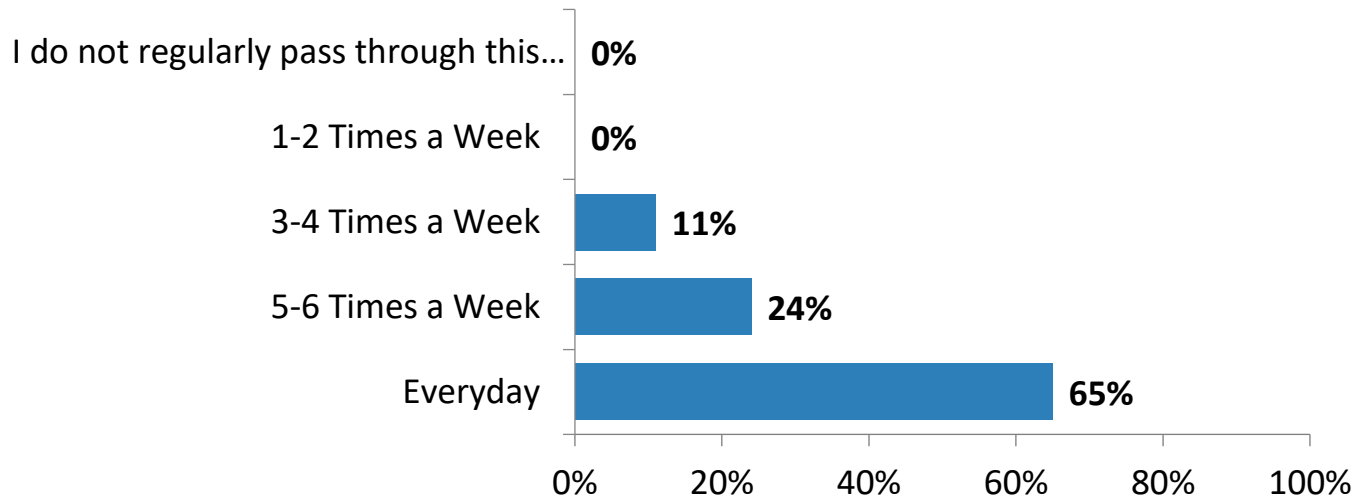


Phase 1 - 1st Survey Results Overview

Question 3: What is your main mode of travel through these locations? Please pick one.

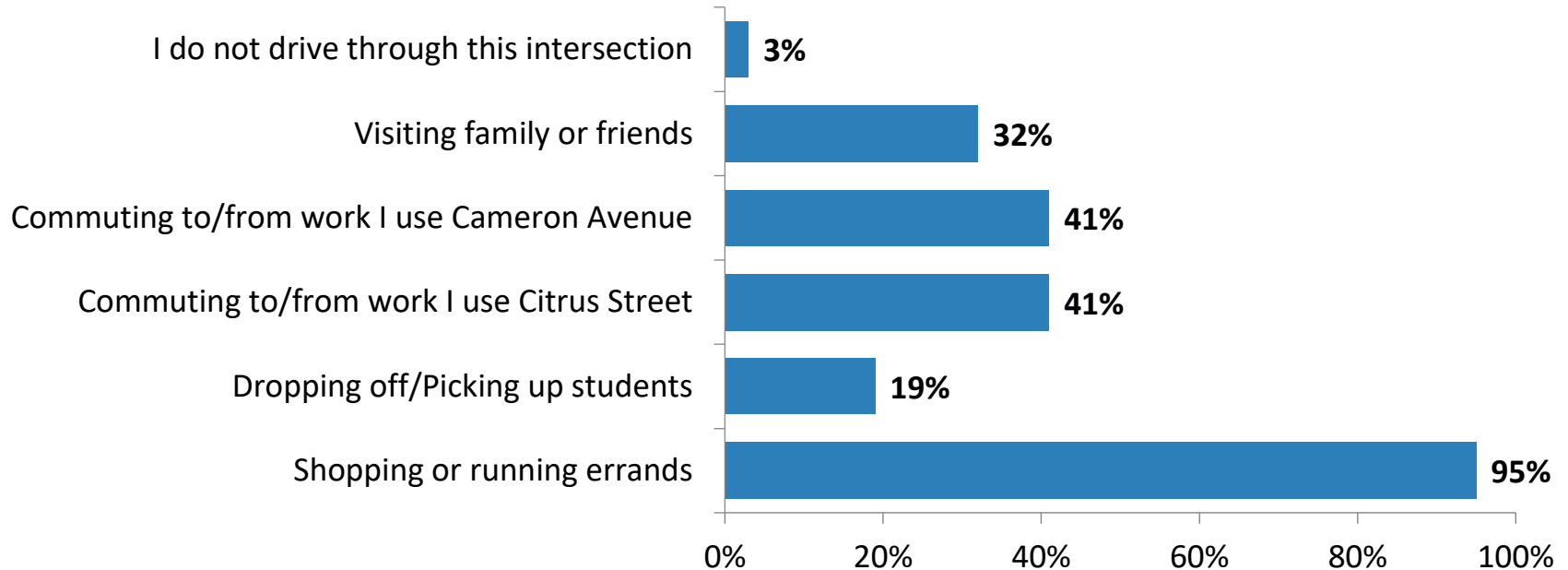


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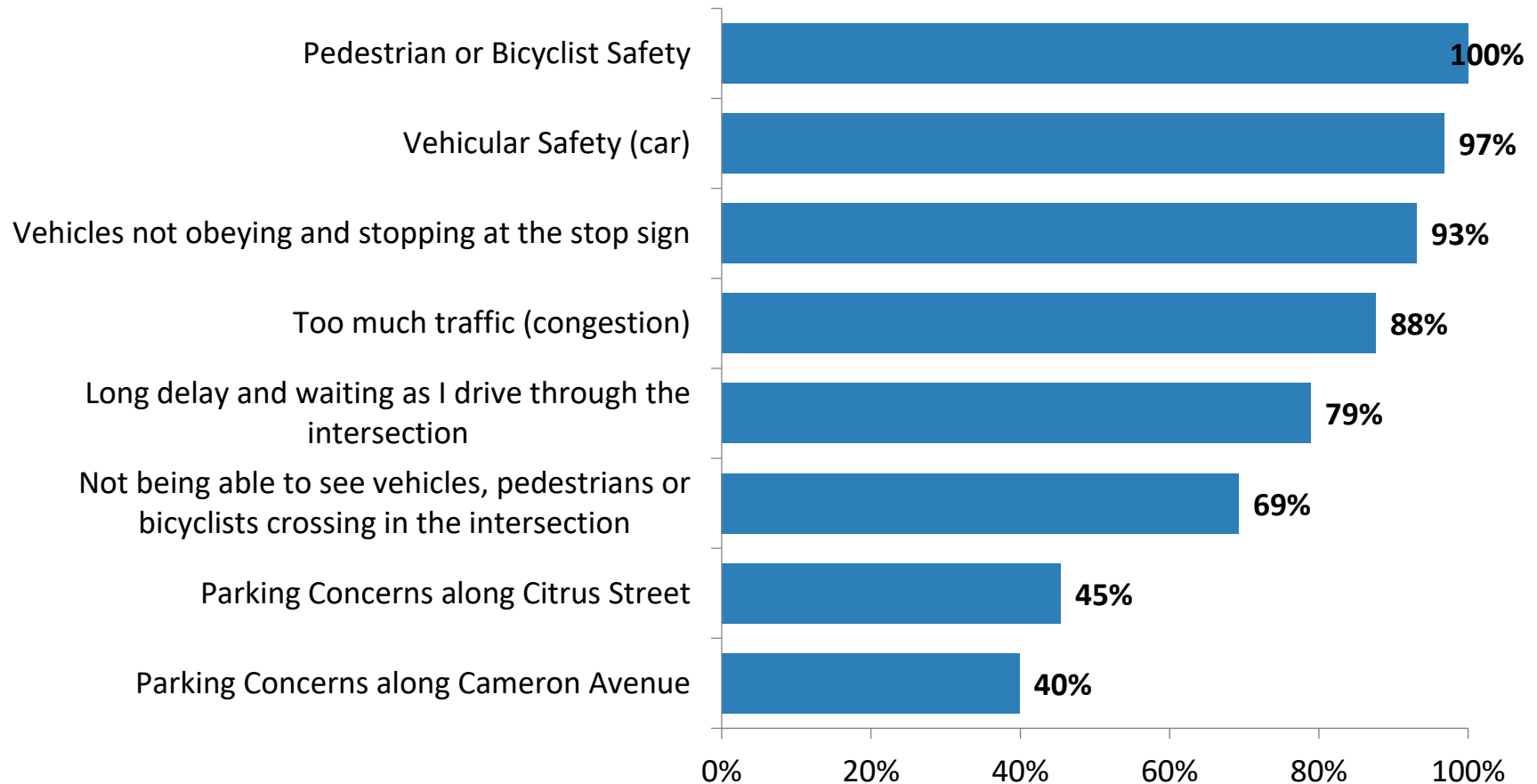
Phase 1 - 1st Survey Results Overview

Question 5: What is your reason for driving through the intersection of Citrus Street and Cameron Avenue? Please check all that apply.



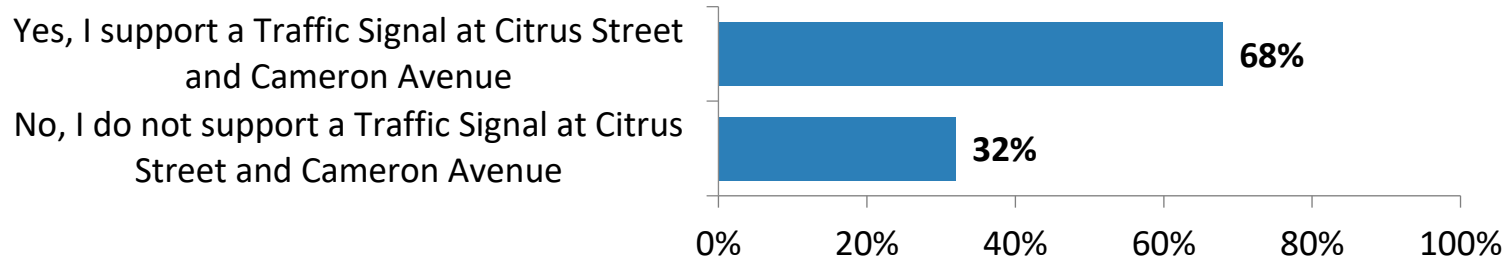
Phase 1 - 1st Survey Results Overview

Question 6: Please rank the order of your concerns from most important to least important for the intersection of Citrus Street and Cameron Avenue? For example, if you rank “Pedestrian or Bicyclist Safety” as 1 that would mean your number 1 priority is Pedestrian or Bicyclist Safety. Two items cannot have the same ranking.

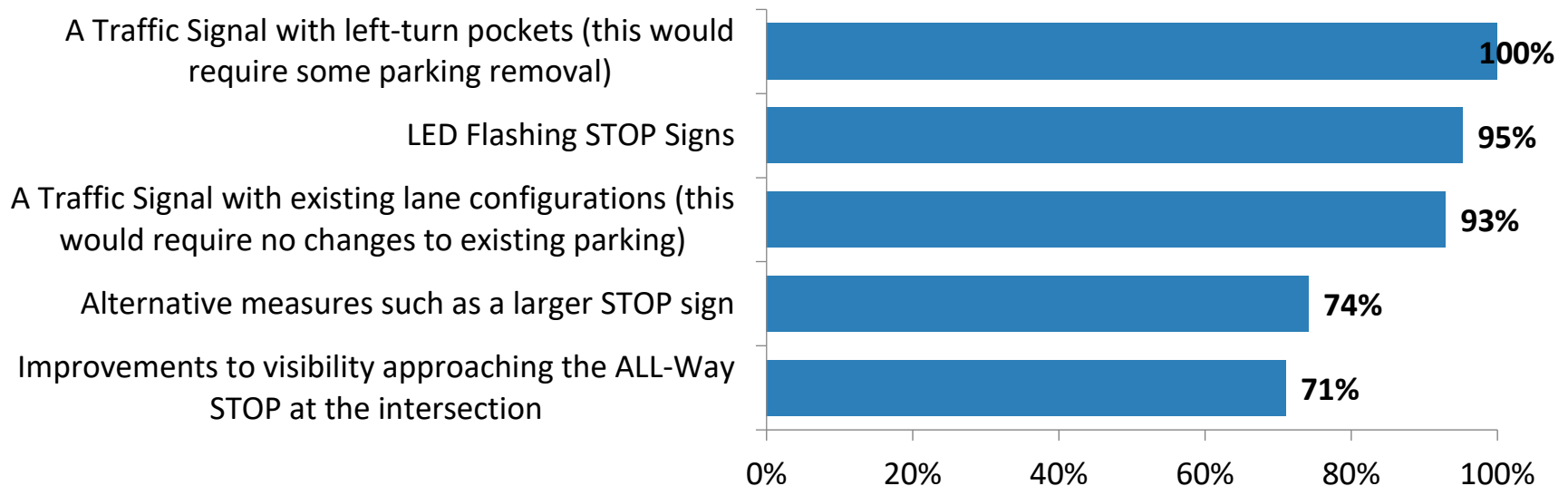


Phase 1 - 1st Survey Results Overview

Question 7: Would you support the installation of a Traffic Signal at Citrus Street and Cameron Avenue?

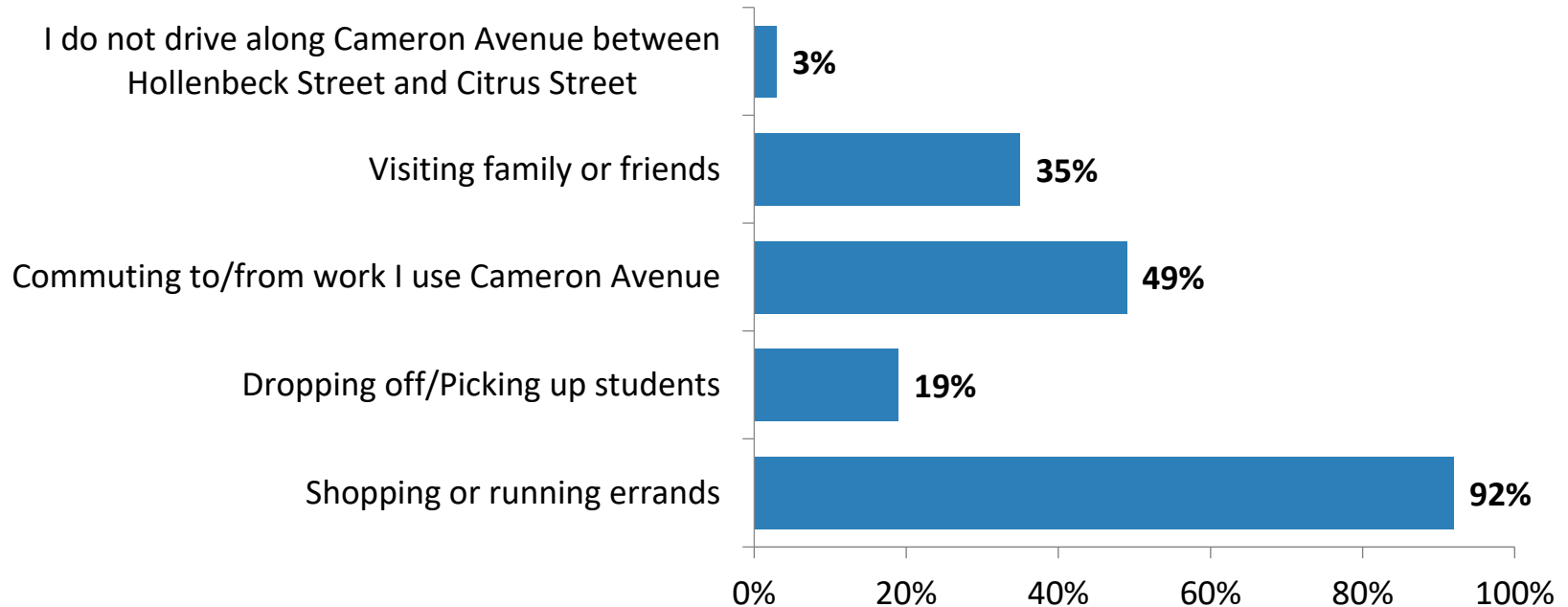


Question 8: Please rank the following items from most important to least important to improve the intersection of Citrus Street and Cameron Avenue? For example, a number 1 ranking would mean this is the improvement that you would most want to see installed at the intersection of Citrus Street and Cameron Avenue. Two items cannot have the same ranking.



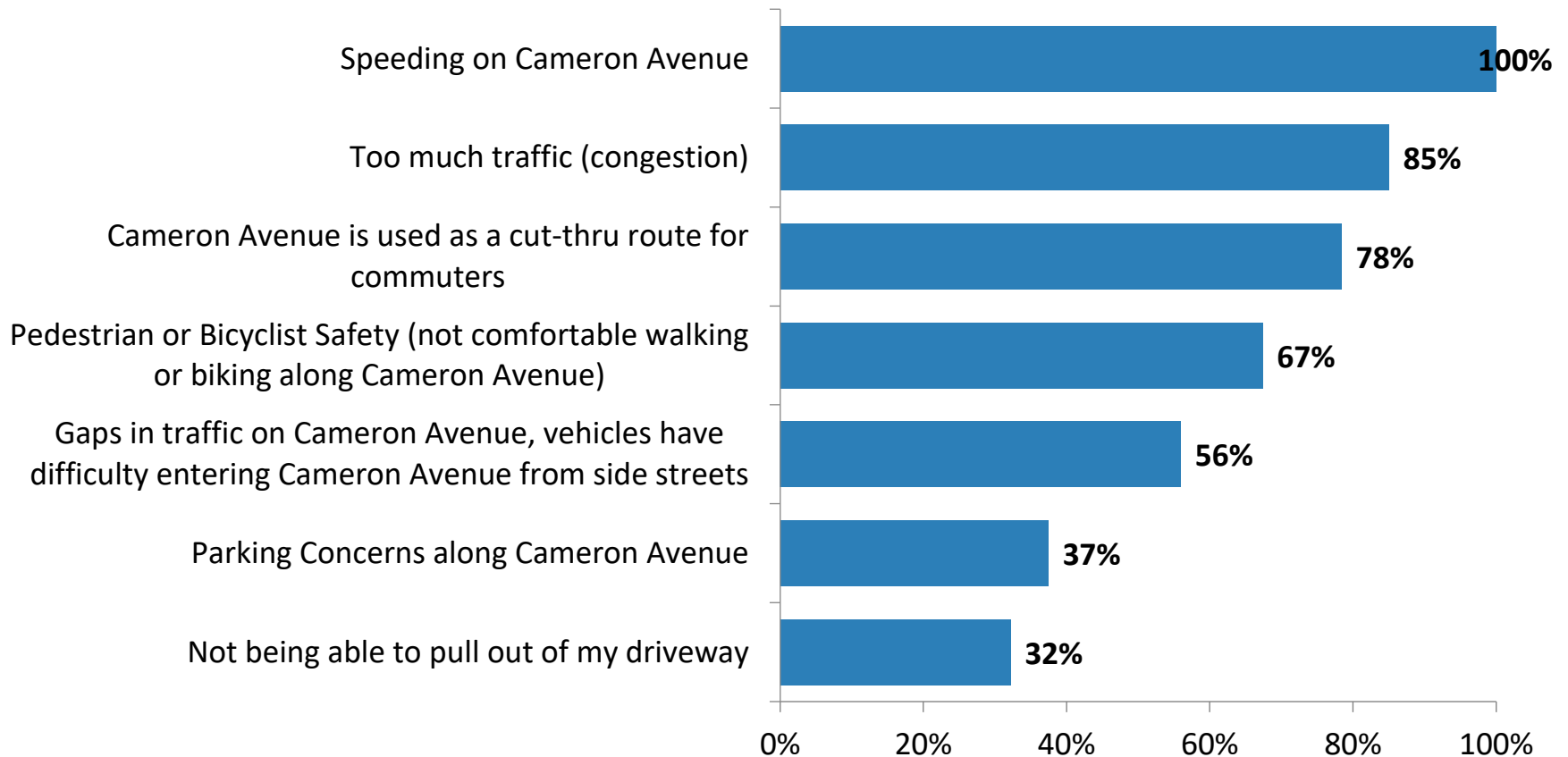
Phase 1 - 1st Survey Results Overview

Question 9: What is your reason for driving along Cameron Avenue between Hollenbeck Street and Citrus Street? Please check all that apply.



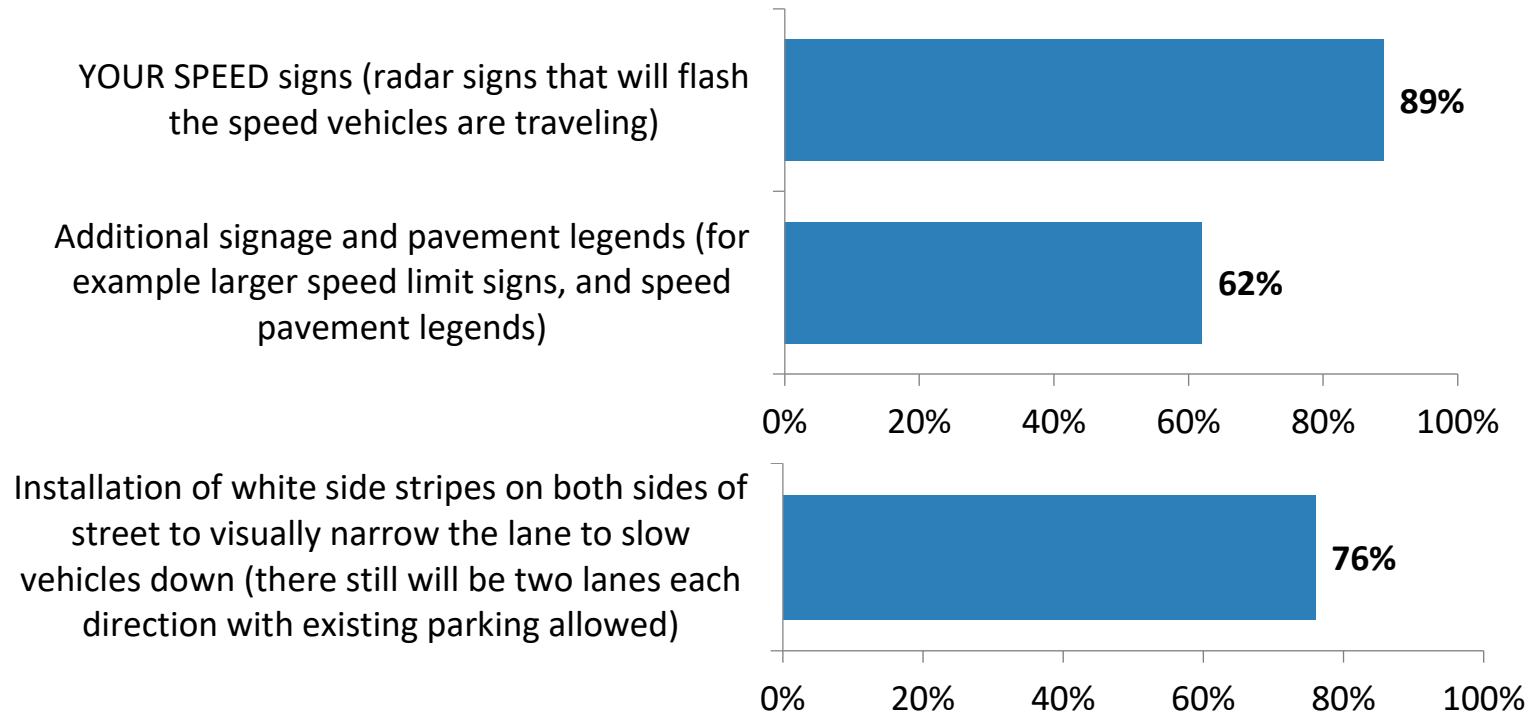
Phase 1 - 1st Survey Results Overview

Question 10: Please rank the order of your concerns from most important to least important for Cameron Avenue between Hollenbeck Street and Citrus Street? For example, if you rank “Speeding on Cameron Avenue” as 1 that would mean your number 1 priority is speeding. Two items cannot have the same ranking.



Phase 1 - 1st Survey Results Overview

Question 11: What types of Traffic Calming Measures would you support along Cameron Avenue between Hollenbeck Street and Citrus Street? Please check all that apply.



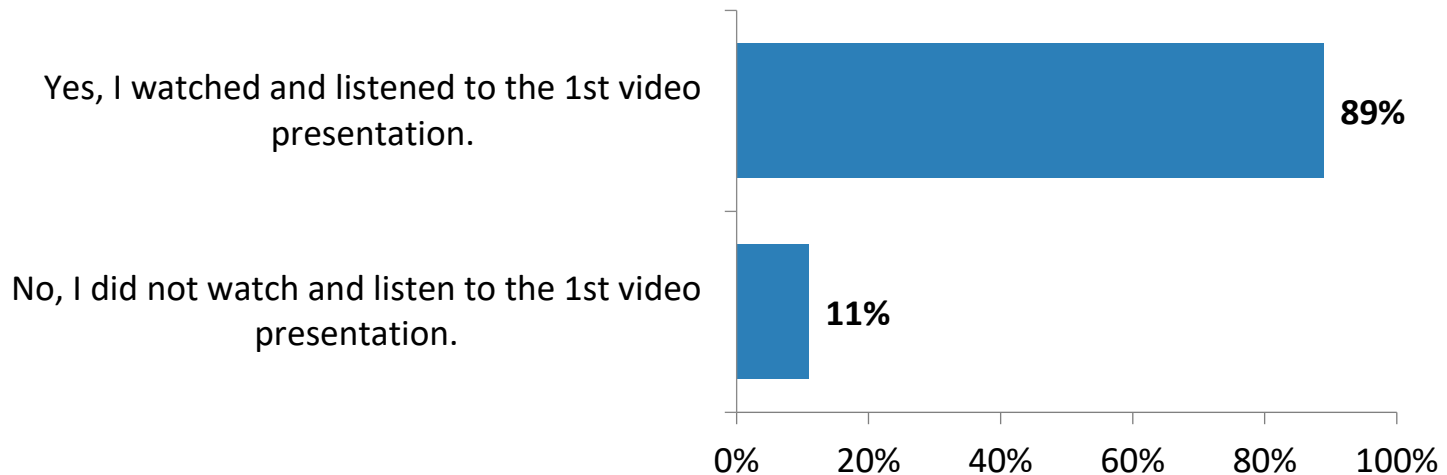
Phase 2 – 2nd Final Survey Results Overview

The 2nd Final Survey was open between Monday, June 1, 2020 through Friday, June 12, 2020, with the following participation:

- ✓ 1,373 addresses were mailed this flyer
- ✓ All participants from the first survey were emailed a remainder and link to the 2nd survey
- ✓ 18 survey responses were submitted for the 2nd Final Survey

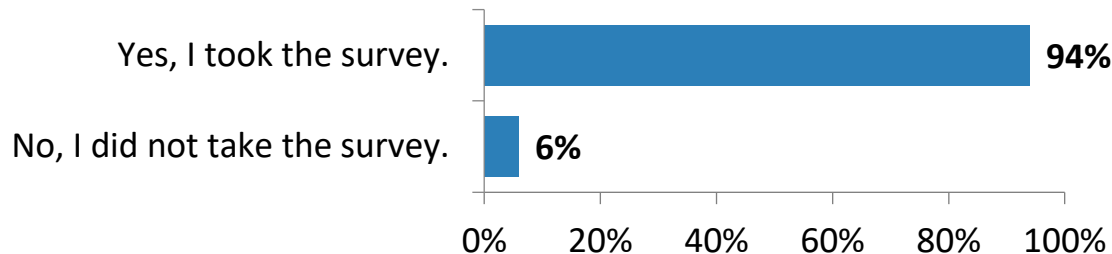
Question 1: Contact Information for each survey was filled out by the Participants.

Question 2: Did you listen and watch the presentation prior to taking this survey? If you have not, please scroll up and click the link to watch and listen to the presentation before you continue with the survey. Only one survey is allowed per person.

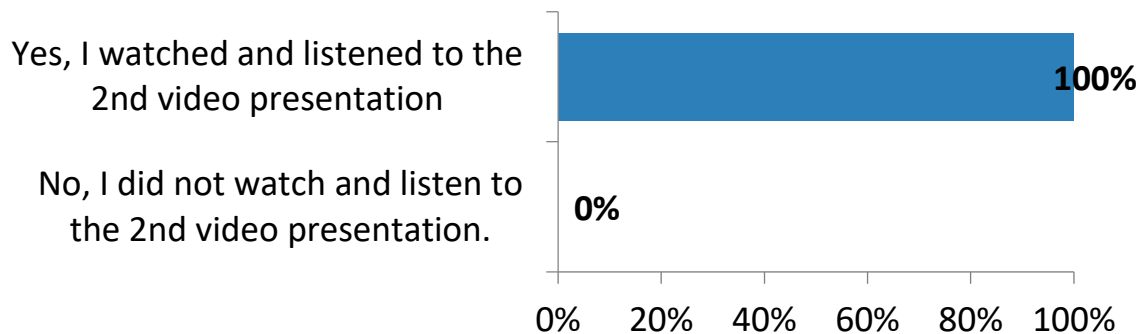


Phase 2 – 2nd Final Survey Results Overview

Question 3: Did you participate in the first survey that was accessible between May 1, 2020 through May 15, 2020? Please note that this survey is now closed.

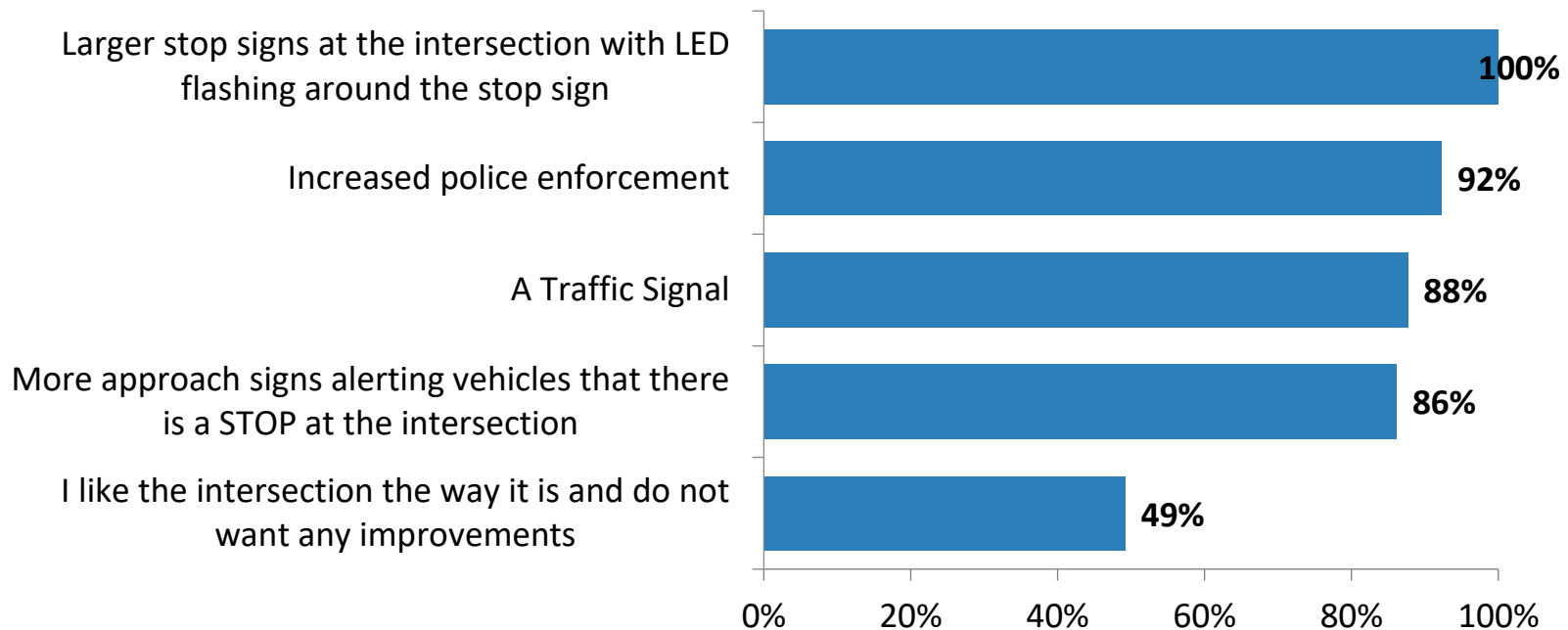


Question 4: Did you listen and watch the 2nd video presentation that is accessible between June 1, 2020 through June 12, 2020 prior to taking this survey? If you have not, please scroll up and click the link to watch and listen to the presentation before you continue with the survey. Only one survey is allowed per person.



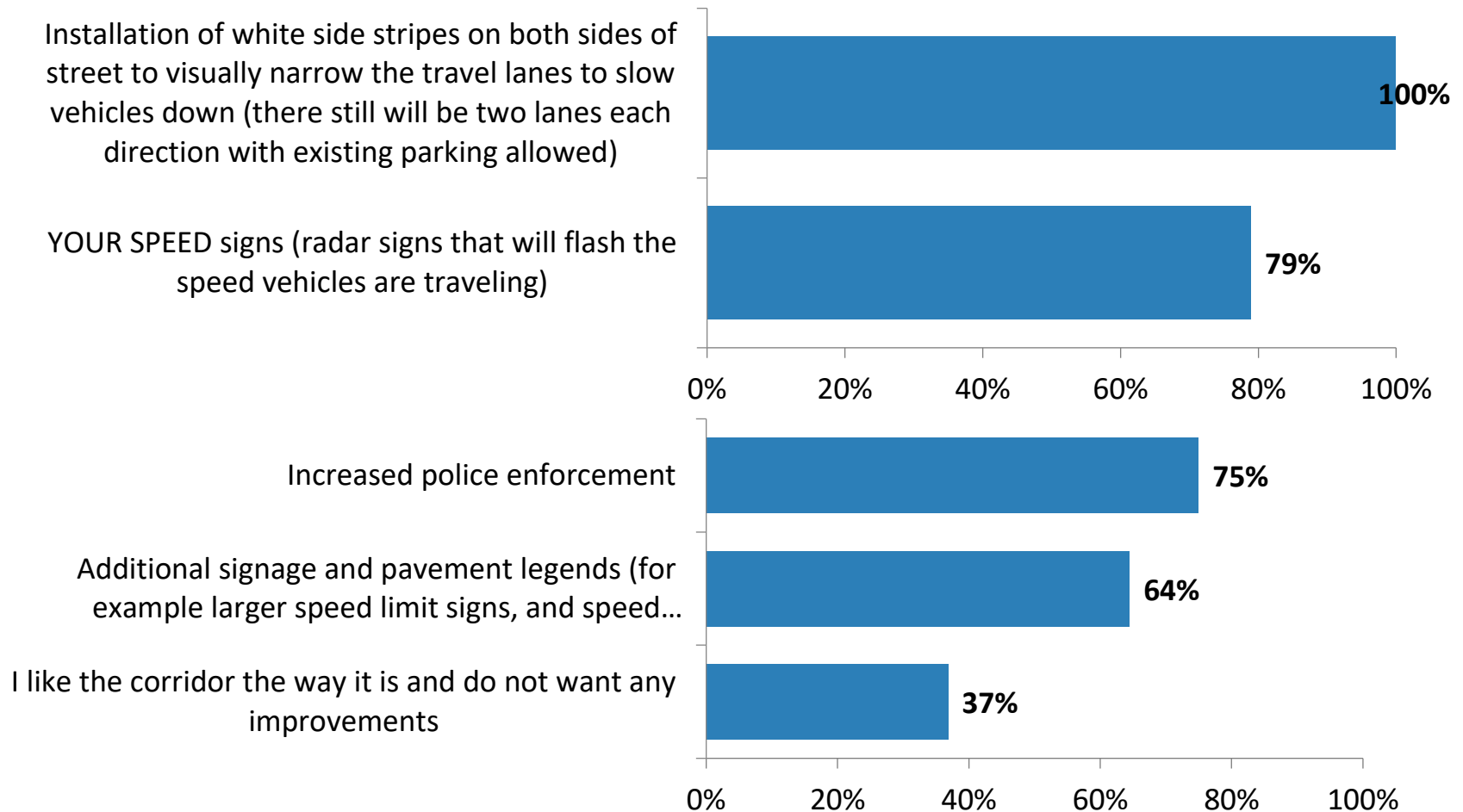
Phase 2 – 2nd Final Survey Results Overview

Question 5: Please rank the following items from what you would most like to see at the intersection of Citrus/Cameron to least? For example, a number 1 ranking would mean this is the improvement that you would most want to see installed at the intersection of Citrus Street and Cameron Avenue. Two items cannot have the same ranking.



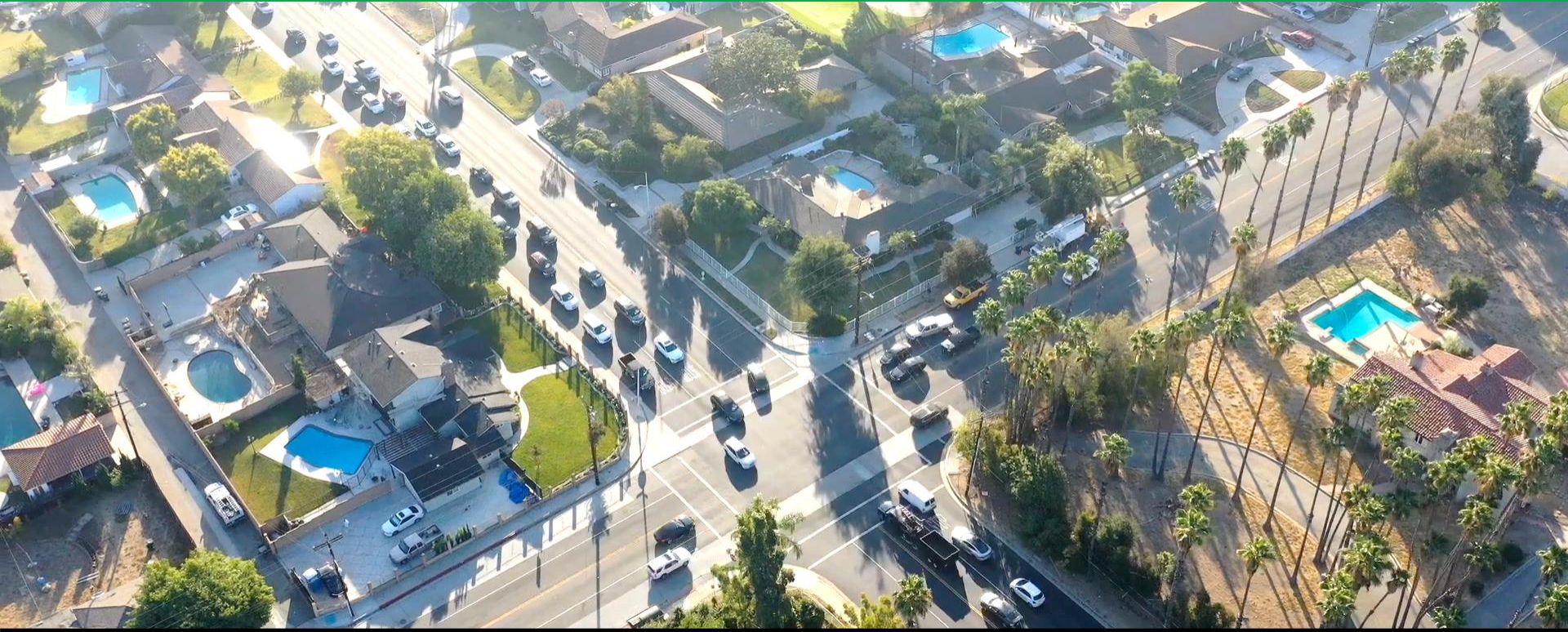
Phase 2 – 2nd Final Survey Results Overview

Question 6: Please rank the following items from what you would most like to see along Cameron Avenue between Hollenbeck Street and Citrus Street? For example, a number 1 ranking would mean that is the improvement that you would most want to see installed along Cameron Avenue between Hollenbeck Street and Citrus Street. Two items cannot have the same ranking.





THANK YOU!





AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF A PURCHASE AGREEMENT WITH EMANATE HEALTH FOR THE SALE OF SUNSET FIELD

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to negotiate and execute the Purchase Agreement for the sale of the Sunset Field to Emanate Health for expansion of the Queen of the Valley Hospital.

BACKGROUND:

On August 16, 2016, the City Council approved the Option Agreement with Emanate Health (formerly Citrus Valley Health Partners) giving Emanate Health the option to purchase Sunset Field (2.8 acres) for \$3,900,000. The Option Agreement, executed on September 13, 2016, provided Emanate the right to purchase the City park property. As part of the approval of the Option Agreement, Emanate provided the City a loan/advance of \$500,000 for the purchase of additional parkland. The City was required to place the ballot measure on the November 2016 ballot and initiate and conduct the California Environmental Quality Act (CEQA) review.

On April 19, 2016 the City Council adopted Resolution No. 2016-34 declaring that public interest or convenience requires the discontinuance of Sunset Field as a public park and the City Council's intent to call a special election to submit the question of discontinuance to the voters. The City Council held a public hearing on June 7, 2016 and on June 21, 2016, the City Council adopted Ordinance 2297 to call the election. Ballot Measure H was placed on the November 8, 2016 election, and required that sale proceeds from the sale of Sunset Field to Queen of the Valley Hospital be placed into the City's New Park Acquisition Fund and only be used to acquire and develop new parkland in the City of West Covina (Attachment No. 1). The funds cannot be used to fund operations or an existing park. Measure H was approved by 68.56% of West Covina voters at the November 8, 2016 election.

In November 2016, the City used the advance of \$500,000 to purchase a single-family home located at 707 S. Lark Ellen Avenue for \$890,000. The property of 0.81 acres is adjacent Cameron Park. The home has been used as a daycare facility and the City has executed a lease agreement with Busy Bee Daycare for \$2,300 a month, which continues to operate the daycare facility. In addition, the City executed a lease agreement dated August 1, 2017, with Emanate Health for use of Sunset Field for parking. Emanate demolished the baseball fields and turned the lot into a temporary parking lot.

In September 2018, the City purchased a single-family home located at 617 N. Lark Ellen Avenue for \$575,000. The property of 0.23-acres is adjacent to Palmview Park. The home was demolished and turned into park space. In October 2018, the City Council approved a revision to the Option Agreement regarding an additional advance of

\$500,000 for the purchase of the property.

In December 2017, Emanate Health submitted applications for a Zone Change, General Plan Amendment and Certification of Environmental Impact Report (EIR) for the proposed expansion of Queen of the Valley Hospital. Pursuant to the Option Agreement, the CEQA review had to be completed prior to the sale of Sunset Field. The Planning Commission approved the Queen of the Valley Hospital Specific Plan (Zone Change No. 17-02, General Plan Amendment No. 18-02 and the Certification of an Environmental Impact Report) on September 24, 2019. The City Council approved Specific Plan and certified the EIR on November 5, 2019.

With the approval of the Specific Plan, specifically certification of the EIR and approval of the voters to sell Sunset Field, the two "Required City Actions" in the Option Agreement were met. Pursuant to the Option Agreement, the City notified Emanate Health that the "Required City Actions" had been satisfied. Emanate was then able to exercise its option to purchase the property. In January 2020, Emanate requested an extension pursuant to Section 3.2 of the Option Agreement, granting Emanate an additional six months to exercise the option to purchase. The extension of an additional 6 months required a payment of \$1,000 to the City. In lieu of the payment, Emanate offset the outstanding principal balance of the loan owed by the City.

DISCUSSION:

On July 21, 2020, Emanate provided notice of its election to exercise the option to purchase Sunset Field. The City and Emanate finalized the Purchase Agreement (Attachment No. 2). The Purchase Agreement requires the approval of the City Council as it is a separate document from the Option Agreement previously approved by the City Council. The terms of the Purchase Agreement include the following:

- Purchase Price: \$3.9 Million
- Deposit: \$117,000 (3% of the purchase price)
 - Please note the City was advanced \$1 million for the purchase of the two residential properties for park expansion
- Close of Escrow: August 2020 or no later than 180-days from date of Purchase Agreement
- No brokerage fees
- Escrow & Closing fees: Seller & Buyer 50%/50% (Seller recording & transfer fees)

Emanate Health sought purchase of Sunset Field as part of the Queen of the Valley Hospital expansion project. The Queen of the Valley Hospital Specific Plan includes five parcels including the Sunset Field parcel allowing for expansion of the hospital campus from 1.09 million square feet to 1.58 million square feet. The additional 490,000 square feet of development includes the new parking structure, a new emergency room, a new intensive care unit, new medical office buildings and new hospital buildings. A critical part of the hospital expansion is the required seismic improvements and significant upgrades that need to be met by 2030 under SB 1953 (Alfred E. Alquist Hospital Facilities Seismic Safety Act). The entire Hospital expansion will take 15-20 years to complete.

In April 2020, Emanate Health submitted plans for the first development phase of the project that includes 59,000 square feet of a new 2-level medical office building and 116,000 square feet of a new 4-level parking structure. Emanate Health received comments from the City in May 2020 and is anticipated to resubmit within the next few weeks. Emanate Health has submitted a separate precise plan application to convert the temporary parking lot (formerly the Sunset Field) into permanent surface parking.

The two advances totaling \$1,000,000 were loans to the City of West Covina, should the sale not through, the City would be required to repay the outstanding loan balance within 30 days after Emanate Health's demand for repayment.

City staff recommends the City Council approve the Purchase Agreement with Emanate Health for the sale of Sunset Field to allow for the expansion of the Queen of the Valley Hospital.

LEGAL REVIEW:

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

OPTIONS:

Options available to the City include:

1. Approve the recommendation as presented; or
2. Provide alternative direction to staff.

Prepared by: Paulina Morales, Economic Development and Housing Manager

Fiscal Impact

FISCAL IMPACT:

The Sunset Field purchase price is \$3,900,000. Emanate Health advanced the City \$1,000,000 for the purchase of residential properties to expand parkland. The anticipated balance of the land proceeds to the City would be \$2,899,000, this includes the \$1,000 deduction in the loan for the extension of the Option Agreement. Any escrow fees will be deducted from the land sale proceeds. The land sale proceeds are required to be placed into the City's New Park Acquisition Fund to be used toward the expansion of parkland. If the City doesn't complete the sale, the City would have to repay the loan within 30-days of Emanate Health demanding repayment.

Attachments

Attachment No. 1 - Ordinance No. 2297

Attachment No. 2 - Purchase Agreement

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure
Enhance the City Image and Effectiveness
Enhance City Programs and Activities

ORDINANCE NO. 2297

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CALLING FOR A SPECIAL ELECTION ON WHETHER TO DISCONTINUE USE OF SUNSET FIELD AS A PUBLIC PARK

WHEREAS, the City of West Covina ("City") owns a parcel of property within the southwesterly quadrant of Sunset Avenue and Cameron Avenue, adjacent to the Walnut Creek flood control channel, more particularly described in Exhibit A to this Ordinance, (the "Park Parcel");

WHEREAS, the City owns an easement to allow park parking, which easement is more particularly described on Exhibit B to this Ordinance (the "Parking Easement");

WHEREAS, the City owns easements over two parcels to allow access to and from Sunset Field, and which easements are more particularly described on Exhibit C to this ordinance (the "Access Easements") (the Park Parcel, the Parking Easement and the Access Easements are collectively referred to in this Ordinance as "Sunset Field");

WHEREAS, Sunset Field currently contains two baseball fields and related facilities;

WHEREAS, Sunset Field is underutilized when compared to other sports facilities in the City, largely because of its location;

WHEREAS, if the City were to sell Sunset Field, the City Council has determined that it shall place such sale proceeds into the City's New Park Acquisition Fund, and use such funds to acquire and improve park land that would be utilized more;

WHEREAS, the City Council desires to follow the procedures of Article 2 of Chapter 9 of Part 2 of Division 3 of Title 4 of the California Government Code (Sections 38440-38462, "Article 2"), to allow for the eventual sale of Sunset Field, with the placement of the proceeds of any such sale into the City's New Park Acquisition Fund;

WHEREAS, the City Council reaffirms its intent to place all proceeds of any sale of Sunset Field into the City's New Park Acquisition Fund;

WHEREAS, funds within the New Park Acquisition Fund may only be used to acquire or develop park lands, and not for operating expenses;

WHEREAS, the City did not pay for Sunset Field from funds obtained from a special assessment, bond, or any federal or state grant, nor was the land acquired via dedication pursuant to the Subdivision Map Act;

WHEREAS, if the electorate votes to abandon Sunset Field as parkland, the City Council intends to sell Sunset Field for fair market value to Queen of the Valley Hospital for expansion of the hospital's facilities, provided such a sale would serve the public interest;

WHEREAS, on April 19, 2016, the City Council adopted a Resolution 2016-34 to declare that the public interest or convenience requires the discontinuance of Sunset Field as a public park/sports field and the intent to call a special election to submit the question of discontinuance to the city electors;

WHEREAS, the City has provided all notice legally required to allow the City Council to vote on this Ordinance;

WHEREAS, the City Council conducted a noticed public hearing consistent with the requirements of Government Code 38440 et seq., has heard and passed upon all protests received at or before the hearing; and

WHEREAS, the City Council conducted a noticed public hearing consistent with the requirements of Government Code 38440 et seq. No written protests were received at or before the hearing; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The recitals stated above are correct.

SECTION 2. Calling Election. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of West Covina, California, on Tuesday, November 8, 2016, a Special Municipal Election for the purpose of submitting the following question to the Electorate of the City of West Covina:

“Shall the City of West Covina abandon Sunset Field as a public park, to allow the land to be sold to Queen of the Valley Hospital to expand the hospital’s emergency room and provide additional critical medical services, with millions of dollars in sale revenues to be placed into the City’s New Park Acquisition Fund and used only to acquire and improve new parkland in the City?”	<div>YES</div> <hr/> <div>NO</div>
---	------------------------------------

SECTION 3. That the text of the complete measure is attached as Exhibit D.

SECTION 4. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 5. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 6. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same

day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 7. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

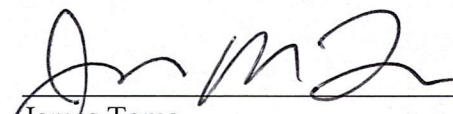
SECTION 9. Direction to Staff. The City Council directs as follows:

- a. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code section 36933
- b. City staff is directed and authorized to take all prudent actions to effect the purposes of this ordinance.

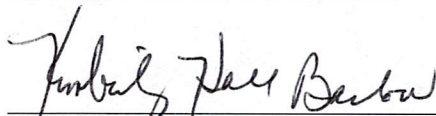
SECTION 10. The actions provided for herein and the associated election resolutions are categorically exempt from CEQA analysis under CEQA Guidelines section 15061(b)(3) because the activity does not authorize any physical change in the environment.

SECTION 11. Consistent with Government Code 36937(a), as an ordinance relating to an election, this ordinance shall become effective immediately upon adoption.


PASSED, APPROVED AND ADOPTED on this 21st day of June, 2016.


James Toma
Mayor

APPROVED AS TO FORM:


Kimberly Hall Barlow
City Attorney

ATTEST:


Nickolas S. Lewis
City Clerk

I, NICKOLAS S. LEWIS, CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 7th day of June, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 21st day of June, 2016, by the following vote:

AYES:	Johnson, Warshaw, Toma
NOES:	None
ABSENT:	Spence, Wu
ABSTAIN:	None



Nickolas S. Lewis
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL COMMONLY REFERRED TO AS SUNSET FIELD

Parcel 3 of Parcel Map 12870, per map recorded in Book 122, Pages 68 and 69 of Parcel Maps on file in the office of the County Recorder of said County.

Parcel Number 8468-016-910

EXHIBIT B

LEGAL DESCRIPTION OF THE PARKING EASEMENT

(Easement recorded via document 98-4313989 on March 17, 1998 in the Los Angeles County Recorder's office)

AN EASEMENT FOR PARKING PURPOSES OVER THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF LOS ANGELES:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 17372, IN THE CITY OF WEST COVINA COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER BOOK 184 PAGES 39 AND 40 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING NORTHEASTERLY OF THE NORTHWESTERLY LINE OF PARCEL 3 OF SAID PARCEL MAP.

EXHIBIT C

LEGAL DESCRIPTION OF THE ACCESS EASEMENTS

(Easement recorded via document 98-431399 on March 17, 1998 in the Los Angeles County Recorder's office)

AN EASEMENT FOR ACCESS PURPOSES OVER THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

THOSE PORTIONS OF LOT 129 OF E.D. BALDWIN'S FOURTH SUBDIVISION PER MAP BOOK 8 PAGE 186 OF MAPS AND PARCEL 1 OF PARCEL MAP NO. 1327 AND PARCELS 2, 3, AND 4 OF PARCEL MAP NO. 17372 IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER BOOK 21 PAGE 12 AND BOOK 184 PAGES 39 AND 40, RESPECTIVELY, OF PARCEL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; DESCRIBED AS FOLLOWS:

PARCEL 1.

A STRIP OF LAND 30.00 FEET WIDE, THE CENTERLINE BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 1; THENCE NORTH 41°-25'-00" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1, AND ITS NORTHEASTERLY PROLONGATION, 1,294.23 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 3.

PARCEL 2.

A STRIP OF LAND 100.00 FEET WIDE, THE NORTHERLY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3; THENCE NORTH 48°-34'-54" W. ALONG THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 200.00 FEET.

EXHIBIT D

FULL TEXT OF MEASURE ____

CITY OF WEST COVINA

The People of the City of West Covina do ordain as follows:

The City of West Covina shall cease using and abandon Sunset Field, APN 8468-016-910, West Covina, California, as a public park and sports field, to allow the land to be sold to Queen of the Valley Hospital to expand the hospital's emergency room and provide additional critical medical services. All of the sales proceeds from sale of Sunset Field shall be placed into the City's New Park Acquisition Fund. These funds may be used only to acquire and develop new parkland in the City of West Covina.

HOOPER, LUNDY & BOOKMAN, P.C.

HEALTH CARE LAWYERS & ADVISORS

WRITER'S DIRECT DIAL NUMBER:
(310) 551-8137

WRITER'S E-MAIL ADDRESS:
SKRUL@HEALTH-LAW.COM

FILE NO. 14252.977

1875 Century Park East
Suite 1600

Los Angeles, CA 90067
TELEPHONE (310) 551-8111
FACSIMILE (310) 551-8181

WEB SITE: WWW.HEALTH-LAW.COM

OFFICES ALSO LOCATED IN

SAN DIEGO
SAN FRANCISCO
WASHINGTON, D.C.
BOSTON

July 21, 2020

VIA EMAIL AND CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

CITY OF WEST COVINA

1444 W. Garvey Avenue South
West Covina, California 91790

Attention: Paulina Morales, Economic Development and Housing Manager
David Carmany, City Manager (successor to Chris Freeland)

Re: Notice of Election to Exercise Option

Dear Ms. Morales and Mr. Carmany:

Reference is made to the Option Agreement by and between the City of West Covina (the "City") and Emanate Health (fka Citrus Valley Health Partners, Inc.) ("Emanate Health") dated September 13, 2016 (as amended, the "Option Agreement") and respecting the Property described therein. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Option Agreement.

On behalf of Emanate Health, this letter serves as notice that, pursuant to Section 4.1 of the Option Agreement, Emanate Health, through its subsidiary Emanate Health Medical Center, is electing to exercise the Option. Pursuant to Section 4.1, the Parties shall execute the Purchase Agreement within thirty (30) days hereof (or as soon as reasonably possible thereafter). To that end, enclosed is a copy of the Purchase Agreement executed by Emanate Health Medical Center.

This form should mirror the last form reviewed by the City attorney, except that (i) in Section 20.1, because of counter-signature timing uncertainty, we added, "within 30 days after Seller's receipt of the Agreement signed by Buyer", (ii) at the request of the City, we removed the reference to liquidated damages in Paragraph 29, and (iii) we added a Paragraph 31 to the Addendum to require the City to quitclaim, at Closing, any easement and similar interests it might have over the adjacent hospital property (those were effectively intended to benefit the subject property, and so no longer necessary). Please have the City execute and return the enclosed Purchase Agreement as soon as possible, so that we may meet our goal of closing in August.

Very truly yours,



Sandi Krul

HOOPER, LUNDY & BOOKMAN, P.C.

HEALTH CARE LAWYERS & ADVISORS

July 21, 2020

Page 2

Enclosure

cc: Tom Blakely, Corporate Director Planning, Design and Construction (via email)
Janet Lee, Corp. Director and In-house Legal Counsel (via email)
Charles "Chip" G. Riddle III, Chief Support Service Officer (via email)



**STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE**
(Vacant Land)

Dated: _____

1. Buyer.

1.1 Emanate Health Medical Center, a California nonprofit public benefit corporation (formerly known as Citrus Valley Medical Center, Inc.), ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30 or~~ on a date designated by Buyer (which Buyer will endeavor to designate as a date to occur in August 2020, but reserves the right to designate a later date, but in no event later than 180 days following the Date of Agreement) ~~days after the waiver or expiration of the Buyer's Contingencies~~, ("Expected Closing Date") to be held by Chicago Title Company ("Escrow Holder") whose address is 725 South Figueroa Street, Suite 200, Los Angeles, CA 90017, Phone No. 213-488-4300, Facsimile No. (213) 488-4384 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

1.3 This Agreement is entered into pursuant to the terms of that certain Option Agreement dated September 13, 2016 by and between Buyer and Seller (the "Option Agreement"). Capitalized terms not otherwise defined in this Agreement shall have the meaning given in the Option Agreement.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) approximately 2.8 acres of land previously known as Sunset Field is located in the County of Los Angeles, is commonly known as (street address, city, state, zip) 1615 West Merced Avenue and is legally described as: Parcel 3 of Parcel Map 12870, Map Book 122, Pages 68 and 69 of Parcel Maps, City of West Covina, County of Los Angeles (APN: 8468-016-910.)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: N/A (collectively, the "Improvements").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and N/A all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be ☒ Three Million Nine Hundred Thousand and No/100 Dollars (\$3,900,000), or ☐ ~~(complete only if purchase price will be determined based on a per-unit cost instead of a fixed price)~~ N/A ~~-per-unit. The unit used to determine the Purchase Price shall be:~~ ☐ lot ☐ acre ☐ square foot ☐ other N/A ~~-proportioning areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation:~~ N/A. The Purchase Price shall be payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

\$3,900,000

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

N/A

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s))":~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

N/A

~~Said First Note is payable at _____ -per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____)-~~

INITIALS

INITIALS

(ii) ~~An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

N/A

~~Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~

N/A

3.2 ~~If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.~~ N/A

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☐ within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check in the sum of _____. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer. Pursuant to Section 1.1(ii) of the Option Agreement, the \$500,000 principal amount of the Loan to Seller plus the \$1,000 Additional Consideration paid by Buyer pursuant to Section 3.1 of the Option Agreement are to be credited against the Purchase Price, and pursuant to Section 4.1 of the Option Agreement, no additional deposit is required upon execution of the Purchase Agreement. The term "Deposit" as used in this Agreement shall be deemed to mean \$117,000 of the \$500,000 Loan amount (i.e. 3% of the Purchase Price).

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change) or in the event that the Title Company will not issue the title policy required pursuant to Section 10.4 below.

5. Financing Contingency. (Strike if not applicable)

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days, it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing. (Purchase Money Note). (Strike if not applicable)

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____.

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~~% per annum, with principal and interest paid as follows: _____ The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING - CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate brokers ("Brokers") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm N/A License No. N/A is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent N/A License No. N/A is (check one): ☐ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm N/A License No. N/A is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent N/A License No. N/A is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions **not inconsistent with the terms of this Agreement**. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation

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fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, ~~and as a condition to any obligation to return Buyer's deposit (see paragraph 21),~~ Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, ~~master plans, feasibility studies~~ and other similar items **respecting the condition of the Property** prepared by **third parties** ~~or~~ for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others, **and any delivered reports shall be without any express or implied representation or warranty of any kind by Buyer.**

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the **Buyer's** satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless **Buyer subsequently withdrawals such conditional approval within the time specified for such contingency or** provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 10 **business** days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 **business** or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or _____ days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") **dated no sooner than 30 days prior to the Date of Agreement** concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has 10 **business** days from **the later of (i) the Date of Agreement and (ii) Buyer's** ~~the~~ receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing. **It shall be a Buyer condition to Closing that the Title Company shall be irrevocably committed to issue the title policy required pursuant to Section 10.4 below.**

(g) *Survey.* Buyer has 30 or _____ days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. ~~If Buyer has obtained a survey and approved the ALTA title~~

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~~supplement.~~ Buyer may elect ~~within the period allowed for Buyer's approval of a survey~~ to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto; **provided that the policy may take exception for any items which would have been disclosed by an ALTA survey if Buyer does not provide Title Company with an ALTA survey.**

(h) ~~Existing Leases and Tenancy Statements. Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.~~ **Seller represents and warrants to Buyer that, other than Buyer's existing rights to the Property, there are no leases, subleases or rental arrangements respecting the Property (collectively, "Existing Leases").**

(i) ~~Owner's Association. Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.~~ **Seller represents and warrants to Buyer that there is no owner's association servicing the Property.**

(j) ~~Other Agreements. Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.~~

(k) ~~Financing. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency. (l) Existing Notes. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) ~~Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.~~

(n) ~~Destruction, Damage or Loss. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.~~

(o) ~~Material Change. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.~~

(p) ~~Seller Performance. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement,~~ **and all of Seller's representations and warranties in the Agreement shall remain true and correct in all material respects.**

(q) ~~Brokerage Fee. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.~~

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as **"Buyer's Contingencies."**

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election **not** to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections


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would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.
- (e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
- (h) ~~If the Seller is a corporation, a~~ Duly executed ~~corporate~~ resolutions ~~of Seller~~ authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

- (a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.
- (b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.
- (c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.
- (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
- (e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
- (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 **Taxes.** Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 **Insurance. WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 **Rentals, Interest and Expenses.** Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 **Security Deposit.** Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 **Post Closing Matters.** Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 ~~Variations in Existing Note Balances. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the~~

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~~amount of such Existing Note Variation.~~

~~11.7 Variations in New Loan Balance. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

~~11.8 Owner's Association Fees. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.~~

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no **actual** knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no **actual** knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(m) Pursuant to Section 1.1(iv) of the Option Agreement, all of Seller representations, warranties and covenants in the Option Agreement are fully incorporated herein by reference.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement **and the Option Agreement**, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

~~12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.~~

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing ~~subject to the rights of tenants under Existing Leases.~~

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right **to investigate the Property pursuant to the terms and conditions of Section 6.2 of the Option Agreement.** ~~at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.~~

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when


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required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property, **except that it does not supersede the terms and conditions of the Option Agreement, the Promissory Note or the Lease Agreement for Use of Former Sunset Field between the Parties dated August 1, 2017 (the "Current Lease")**.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights. N/A

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

~~18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.~~

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

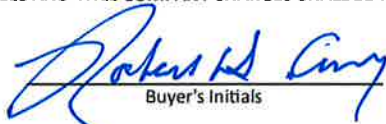
20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of West Covina on the date ~~of~~ **that is within 30 days after Seller's receipt of the Agreement signed by Buyer**, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.


Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.



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22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.


Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship. N/A

~~24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.~~

~~24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:~~

~~(a) Seller's Agent. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) To the Buyer and the Seller: a Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.~~

~~(b) Buyer's Agent. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations: (1) To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) To the Buyer and the Seller: a Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.~~

~~(c) Agent Representing Both Seller and Buyer. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.~~



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~~(d) Further Disclosures. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.~~

~~24.3 Confidential Information. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.~~

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 27 through 31. (If there are no additional provisions write "NONE".)

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

N/A
Attn: N/A
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: N/A
Agent DRE License #: N/A

Date: 7/14/2020

BUYER

Emanate Health Medical Center, a
California nonprofit public benefit
corporation (formerly known as Citrus
Valley Medical Center, Inc.)

By: [Signature]
Name Printed: Robert H. Curry
Title: President/Chief Executive Officer
Phone: 626-938-7577
Fax: _____
Email: rcurry@EmanateHealth.com

By: N/A
Name Printed: N/A
Title: N/A
Phone: N/A
Fax: N/A
Email: N/A

Address: 140 West College Street,
Covina, CA 91723

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Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 ~~In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to _____ % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker _____ % and Buyer's Broker _____ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.~~

~~27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.~~

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

N/A

Attn: N/A

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: N/A

Agent's DRE License #: N/A

Date: _____

SELLER

City of West Covina, a Municipal corporation

By: _____

Name Printed: David Carmany

Title: City Manager

Phone: 626-939-8401

Fax: 626-939-8406

Email: dcarmany@westcovina.org

By: N/A

Name Printed: N/A

Title: N/A

Phone: N/A

Fax: N/A

Email: N/A

Address: Room 305, 1444 West Garvey Avenue South, West Covina, CA 91790

Federal ID No.: _____

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**ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE**

Date: _____

By and Between

Buyer: Emanate Health Medical Center, a California nonprofit public benefit corporation (formerly known as Citrus Valley Medical Center, Inc.)

Seller: City of West Covina, a Municipal corporation

Property Address: 1615 West Merced Avenue
(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

27. Pursuant to Section 1.1(v) of the Option Agreement, it shall be a Buyer contingency that Buyer determines, in its sole discretion, that it will be able to utilize the Property for Buyer's desired purpose of expanding its current adjacent facilities.

28. Pursuant to Sections 1.1(vi) and (v) of the Option Agreement, for a minimum period of ten (10) years following the Closing, Buyer may use the Property only for the delivery of healthcare and reasonably related uses, and for no other purpose, and if Buyer ceases use of the Property for the delivery of healthcare and related uses, the Property may not be sold for or used for development of housing without the City's approval. These restrictions shall be set forth in the Grant Deed, or at Buyer's option, may be set forth in a separate recorded restriction agreement at Closing.

29. Immediately following the Closing, since the Loan amount will have been credited against the Purchase Price, the Loan shall be deemed paid in full. However, pursuant to Section 1.1(viii) of the Option Agreement, if this Agreement terminates for any reason, such that the Closing does not occur, Seller shall pay all outstanding principal due and payable to Buyer in connection with the Loan no later than thirty (30) days following such termination; provided, however, that if Seller is entitled to retain the Deposit in connection with the termination of this Agreement pursuant to the terms of this Agreement, then the Deposit amount shall be deemed credited against the Loan balance due by Seller to Buyer.

30. The Current Lease will terminate effective as of the Closing. The rent payable under the Current Lease for the month in which the Closing occurs shall be prorated at Closing, with a credit against the Purchase Price for that portion of prepaid rent attributable to the period from and after the Closing Date. Additionally, the \$3,400 security deposit paid by Buyer and held by Landlord under the Current Lease shall be credited against the Purchase Price at Closing.

31. It shall be a Buyer contingency that Seller quitclaim all interests in any and all easements (of any form), rights of access, and parking rights with respect to Buyer's property located adjacent to the Property prior to Closing. In connection therewith and in addition to Seller's obligations under



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Paragraph 10.2 of this Agreement, Seller shall deliver to Escrow Holder in time for delivery to Buyer at Closing one or more agreements, in a form reasonably acceptable to Buyer, terminating and releasing any such easement or rights.

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AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF THE TRAFFIC COMMITTEE MEETING MINUTES AND TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE JULY 14, 2020 TRAFFIC COMMITTEE MEETING

RECOMMENDATION:

It is recommended that the City Council approve the Traffic Committee Meeting Minutes and Traffic Committee recommendations from the July 14, 2020 Traffic Committee Meeting for the following items:

1. Intersection Review for the Signalized Intersection of Cameron Avenue and Orange Avenue

- a. **Request:** The City received a request from West Covina Medical Center to review existing conditions at the intersection of Cameron Avenue and Orange Avenue.
- b. **Review Standard:** Per the California Manual on Uniform Traffic Control Devices (CAMUTCD), engineering judgment and the results of field data collection and traffic review, it was determined that a phased approach for improvements should be implemented to improve intersection safety at Orange Avenue at Cameron Avenue. The first phase should be striping of a left turn only lane. By striping a left turn only lane, the vehicles waiting to make a left turn are removed from through traffic. The left turn only lane will also provide space to safely decelerate away from through traffic improving intersection safety.
- c. **Recommendation:** It was unanimously recommended to install and stripe a left turn only lane which includes the following items: installation of A LEFT TURN ARROW pavement marking within the left turn only lane (two for each direction, eastbound and westbound); installation of INTERSECTION LANE CONTROL (R61-5) signs (one for each direction, eastbound and westbound); installation of a solid white line 10 feet away from the centerline and 100 feet (east and west of the intersection - left turn pocket); and installation an additional 60 feet of red curb at the northeast corner of the intersection of Orange Avenue and Cameron Avenue. This lane only has 12 feet for a shared through and right turn lane, in order to have parking the curb lane needs to be a minimum of 18 feet wide.

2. Line of Sight Review for the Intersection of Garvey Avenue and Baymar Avenue

- a. **Request:** The City received a resident request to review the existing line of sight at the intersection of Garvey Avenue and Baymar Avenue due to reported vehicles parking in the curb return of the northeast corner of the intersection and blocking the view of oncoming traffic.
- b. **Review Standard:** Per the CVC 21970, vehicles are not allowed to park within the curb return; however in this case, since there are reported vehicles consistently parking at the curb return, red curb will be recommended to reinforce no parking in that area.
- c. **Recommendation:** It was unanimously recommended to paint the curb return red at the northeast corner of the Garvey Avenue and Baymar Avenue intersection which will be approximately 32 feet of red curb to prohibit parking at the northeast corner of the intersection; and to repaint existing the

“2019” address number after the red curb has been installed.

DISCUSSION:

Please refer to the attached detailed meeting minutes for more information (Attachment No. 1).

OPTIONS:

The City Council has the following options:

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

Prepared by: Jana Robbins, Project Manager

Fiscal Impact

FISCAL IMPACT:

The recommended items will be installed and scheduled based on budget appropriations in the approved Capital Improvement Program (CIP). Curb markings and signage will be coordinated with the Public Services Department for scheduling and installation or added to existing ongoing CIP projects.

Attachments

Attachment No. 1 - Traffic Committee Minutes from the July 14, 2020 Meeting

CITY COUNCIL GOALS & OBJECTIVES: Enhance Public Safety
Enhance City Programs and Activities



CITY OF WEST COVINA

Traffic Committee Meeting Minutes

MEETING MINUTES FROM JULY 14, 2020 MEETING

Meeting Name: Traffic Committee Regular Meeting

Date: Tuesday, July 14, 2020

Time: 3:00 p.m.

Location: West Covina City Hall, Management Resources Room (MRC)

Attendees: **City Representatives:** Sergeant Brian Daniels (West Covina Police Department Traffic Committee Representative), Officer Robert Nyquist, (West Covina Police Department Traffic Committee Representative), Michael Ackerman (Contract City Engineer), Jana Robbins (Contract Traffic Engineering/Planning), Melissa Demirci (Contract Traffic Engineering/Planning)

Residents: None

1. **Call to Order:** Meeting was called to order at 3:00 PM

2. **Previous Items Recap**

a. **Traffic Review for the Signalized intersection of Lark Ellen Avenue and Badillo Street:**

- i. As part of the 2011 Metro Call for Projects the County of Los Angeles Department of Public Works was awarded a grant for the Traffic Signal Synchronization Project (TSSP) and Bus Signal Priority (BSP) Project within the corridor of Ramona Boulevard, Badillo Street, and Covina Boulevard in the Cities of West Covina, Baldwin Park, Covina, El Monte, Irwindale, and San Dimas. The purpose of the project is to synchronize traffic signals along the corridor between Santa Anita Avenue and the 57 Freeway and implement BSP between Tyler Avenue and Citrus Avenue. LA County is initiating improvement recommendations and communications design for the project. The project includes the intersections of Badillo Street/Vincent Avenue, Badillo Street/Lark Ellen Avenue, and Badillo Street/Azusa Avenue. All these intersections are shared by the City of Covina. The City of West Covina reviewed the potential for installing a protected left turn phasing at the Lark Ellen Avenue and Badillo Street intersection as part of the improvements for the project. Traffic Engineering Staff presented a traffic memo summarizing the conditions justifying the installation of protected left turn phasing. Installation of protected left turn phasing will improve safety for pedestrians, reduce the potential for turning collisions, and improve line of sight for turning vehicles.
- ii. It was unanimously recommended to coordinate with LA County to request if this project could be added as part of LA County's Traffic Signal Synchronization Project (TSSP) and Bus Signal Priority (BSP) Project awarded to the County of Los Angeles Department of Public Works from the 2011 Metro Call for Projects grant. If it cannot be added to that the project, then the City may consider this project as part of a future West Covina CIP project or part of a future grant project when funds become available. LA County will be providing their recommendations to the City of West Covina for all intersections along the Badillo Corridor that can be included as part of the Traffic Signal Synchronization Project (TSSP) and Bus Signal Priority



CITY OF WEST COVINA

Traffic Committee Meeting Minutes

MEETING MINUTES FROM JULY 14, 2020 MEETING

(BSP) Project awarded County of Los Angeles Department of Public Works from the 2011 Metro Call for Projects grant.

3. New Traffic Committee Items Presented at the June 9, 2020 Traffic Committee Meeting:

a. Intersection Review for the Signalized Intersection of Cameron Avenue and Orange Avenue

1. **Request:** The City received a request from West Covina Medical Center to review existing conditions at the intersection of Cameron Avenue and Orange Avenue.
2. **Review Standard:** Per the CAMUTCD and engineering judgement per the results of field data collection and traffic review it was determined that a phased approach for improvements should be implemented to improve intersection safety at Orange Avenue at Cameron Avenue. The first phase should be striping of a left turn only lane. By striping a left turn only lane, the vehicles waiting to make a left turn are removed from through traffic. The left turn only lane will also provide space to safely decelerate away from through traffic improving intersection safety.
3. **Recommendation:** It was unanimously recommended to install and stripe a left turn only lane which includes the following items: installation of A LEFT TURN ARROW pavement marking within the left turn only lane (two for each direction, eastbound and westbound); installation of INTERSECTION LANE CONTROL (R61-5) signs (one for each direction, eastbound and westbound); installation of a solid white line 10' (feet) away from the centerline and 100' (feet) (east and west of the intersection - left turn pocket); and, installation an additional 60' (feet) of red curb at the northeast corner of the intersection of Orange Avenue and Cameron Avenue. This lane only has 12' for a shared thru and right turn lane, in order to have parking the curb lane needs to be a minimum of 18' wide.

b. Line of Sight Review for the Intersection of Garvey Avenue and Baymar Avenue

1. **Request:** The City received a resident request to review the existing line of sight at the intersection of Garvey Avenue and Baymar Avenue due to reported vehicles parking in the curb return of the northeast corner of the intersection and blocking the view of oncoming traffic.
2. **Review Standard:** Per the CVC 21970 vehicles are not allowed to park within the curb return, however in this case, since there are reported vehicles consistently parking at the curb return, red curb will be recommended to reinforce no parking in that area.
3. **Recommendation:** It was unanimously recommended to paint the curb return red of the northeast corner of the Garvey Avenue and Baymar Avenue intersection which will be approximately 32-feet of red curb to prohibit parking at the northeast corner of the intersection; and, to repaint existing the "2019" address number after the red curb has been installed.

c. Intersection Review for the Signalized Intersection of Cameron Avenue and Orange Avenue

1. There was no action or motion on this item. Engineering staff provided an update that they will be discussing various options with the school and will bring this item for review at a future Traffic Committee meeting for recommendation.



CITY OF WEST COVINA

Traffic Committee Meeting Minutes

MEETING MINUTES FROM JULY 14, 2020 MEETING

4. **Audience Comments on Items Not on Agenda:** None.
5. **Committee Member Comments on Items Not on Agenda:** None.
6. **Adjourn:** Meeting adjourned at 3:12 PM.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF FIRST AMENDMENT TO THE MERCHANT LANDSCAPE SERVICES PROFESSIONAL SERVICES AGREEMENT FOR CIVIC CENTER AND CITY PARKS LANDSCAPE SERVICES

RECOMMENDATION:

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement with Merchant Landscape Services, Inc. and authorize the City Manager to execute the amendment.

BACKGROUND:

The current 30-month contract with Merchant Landscape Services, Inc. for landscaping and maintenance of the Civic Center and City parks, commenced on January 1, 2020. The annual cost of the contract is \$778,488. Following the City Council's declaration of a fiscal emergency through Resolution 2020-46 on May 19, 2020, management asked staff to negotiate reductions in all service contracts by 5-10%.

DISCUSSION:

Staff worked with Merchant Landscape Services to negotiate savings by reducing the scope of services for all City parks for the current fiscal year as follows:

- Suspending all fertilizer turf and shrub applications
- Suspending turf renovations
- Suspending mulch replenishing
- Reducing trash pickup to two days a week - Monday and Friday
- Suspending 3 man/40 hours a week requirement
- Changing shrub, groundcover and weed control maintenance to an 8-week cycle
- Changing edging and weed eater detailing to be bi-weekly

The reductions will result in a monthly savings of \$10,963 and a potential annual savings of \$131,556.

The largest impact from these reductions is the suspension of the three-person crew, which will reduce park trash pick up from seven days a week to twice a week. Trash will be picked up on Mondays and Fridays. In addition to park trash pickup, bulky items will not be removed from trash enclosures by Merchant Landscape Services. However, staff is working with Athens to have bulky item pickup at parks covered under the existing waste hauling franchise agreement.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Adopt staff's recommendation.
2. Provide alternative direction.

Prepared by: Mike Cresap Public Services Superintendent

Fiscal Impact

FISCAL IMPACT:

The current annual cost of the contract is \$778,488. With the reduction in scope of service savings of \$131,556, the annual cost of the contract for Fiscal Year 2020-21 will be \$646,932. This results in a direct savings to the General Fund.

Attachments

Attachment No. 1 - Amendment

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

**FIRST AMENDMENT TO
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
MERCHANT LANDSCAPE SERVICES, INC.
FOR
LANDSCAPE AND MAINTENANCE OF CIVIC CENTER AND CITY PARKS**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of July 1, 2020 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and MERCHANT LANDSCAPE SERVICES, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into a Professional Services Agreement on January 1, 2020 for Consultant to provide landscaping and maintenance services for the Civic Center and City Parks (the "Original Agreement"); and

WHEREAS, on May 19, 2020, the City Council declared a fiscal emergency through the adoption of Resolution No. 2020-46; and

WHEREAS, in declaring the fiscal emergency, the City Council directed the City Manager to take any and all actions necessary to address the fiscal emergency, including, but not limited to, measures relating to personnel and benefit costs, operations, and reductions in service levels, and reviewing and negotiating changes to labor agreements, service agreements, and franchise agreements, to the extent permitted by law; and

WHEREAS, City and Consultant have negotiated a reduction in Consultant's service levels pursuant to the Original Agreement, which will reduce Consultant's monthly compensation by \$10,963.00 and Consultant's annual compensation by \$131,556.00; and

WHEREAS, City and Consultant desire to amend the Original Agreement accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services relating to City Parks shall be amended as follows:
 - a. Suspend all fertilizer turf and shrub applications
 - b. Suspend turf renovations
 - c. Suspend mulch replenishing
 - d. Change trash pickup to twice a week, Mondays and Fridays
 - e. Suspend 3 man/40 hours a week requirement
 - f. Shrub, groundcover and weed control maintenance will be on an 8-week cycle
 - g. Edging and weed eater detailing will be bi-weekly
2. Section 2.1 of the Agreement shall be deleted in its entirety and replaced as follows:
 - 2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this

Agreement (the "Fee Schedule"). For the period commencing July 1, 2020 and ending June 30, 2021, Consultant's monthly compensation shall not exceed Fifty-Three Thousand Nine Hundred Eleven Dollars (\$53,911.00). Commencing July 1, 2021, Consultant's monthly compensation shall not exceed Sixty-Four Thousand Eight Hundred Seventy-Four Dollars (\$64,874.00). Consultant's total compensation, including any extension periods exercised pursuant to this Agreement, shall not exceed Three Million Three Hundred Seventy-One Thousand Six Hundred Forty Dollars (\$3,371,640.00).

- 3. All terms not defined herein shall have the same meaning and use as set forth in the Original Agreement.
- 4. All other terms, conditions, and provisions of the Original Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, City and Consultant have executed this Amendment as of the date set forth above.

CITY OF WEST COVINA

CONSULTANT

David Carmany
City Manager

Mark Brower
President

ATTEST:

Donna Brower
Corporate Secretary

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2020

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF AMENDED FEES FOR GRADING PLAN REVIEW AND GRADING PERMIT FEES - PUBLIC HEARING

RECOMMENDATION:

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

1. Conduct a Public Hearing regarding the adoption of updated fine and fee schedule; and
2. Adopt the following resolution:

RESOLUTION NO. 2020-89 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING EXISTING FEE AND PENALTY SCHEDULE ADOPTED BY RESOLUTION 2019-92

BACKGROUND:

On December 17, 2019, City Council adopted Resolution 2019-92 establishing fees and fines charged for the services provided by the City. Item G, as approved, included only the grading plan review for subdivisions. The City adopted Los Angeles County's fees for the same and similar services. Los Angeles County Land Division grading plan review fees are for the review of grading plans for subdivisions. The inspection fees (permit fees) for such projects are the same fees applicable to non-subdivision projects.

The amendment to the existing fee schedule aims to adopt the Los Angeles County Building Code Table 1-B grading plan review for the projects that are not part of a subdivision and the same Table 1-B also establishes the inspection fees (permit fees) for grading permits. Resolution No. 2020-89 is amending the current engineering fees, Item G, to include grading plan review for small projects that fees are considerably lower than the fees required to review subdivisions. The permit fees are established to inspect the grading projects based on the cubic yardage of the earth volume handled and are the same for both subdivision projects and the others.

DISCUSSION:

The City's last adopted Fee Schedule is on December 17, 2019. The fees that were modified included the Building, Engineering, and Code Enforcement Divisions fees. The said fees were for the Building and Engineering Divisions to adopt the County schedule of fees.

At this time, City staff is recommending the engineering fees, Item G- Grading Fees, be revised per the County schedule of fees of Land Division for Subdivisions for the grading plan review of Subdivision projects. Staff further is recommending the engineering fees Item G- Grading Fees further be revised to include grading plan review for

projects other than Subdivision, and include inspection fees (permit fees) per the schedule of fees per Resolution 2019-92.

The amended fees will result in a Single Family Dwelling grading plan check with Earth Volume about 1000 CY to be \$2,401.91 for two reviews (typically can be completed in two reviews) versus the land development fees for the same amount of cubic yard is \$8,509 for five reviews (typically land development of subdivisions may take about five reviews). Proposed fees are set at rates which ensure the fees charged by the City (a) provide for reasonable cost recovery in providing services, (b) do not exceed the cost of providing the service, and (c) are charged to the specific individuals or groups benefiting from the service. The proposed amendment benefits homeowners and builders of smaller project and still allows the City to fully recover its costs.

The proposed fees will ensure both cost recovery and appropriate staffing levels so that reviews and inspections are completed in a timely manner. Increased funding would allow the ability to increase staffing through the consultants for inspections or other services. It is staff's experience that builders and property owners want consistency and predictability in the process, which these fees will provide for. The revised fees are denoted by an arrow in Exhibit A of Attachment No. 1.

LEGAL REVIEW:

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

OPTIONS:

Options available to the City Council include:

1. Approve staff's recommendation; or
2. Make changes to proposed fees; or
3. Provide alternative direction.

Prepared by: Michael Ackerman, PE, City Engineer

Fiscal Impact

FISCAL IMPACT:

The fiscal impact will be negligible and the City will still be covering its cost of providing the grading and plan check services.

Attachments

Attachment No. 1 - Resolution No. 2020-89

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Programs and Activities

ATTACHMENT NO. 1

RESOLUTION NO. 2020-89

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, AMENDING THE FEE
AND FINE SCHEDULE ADOPTED BY RESOLUTION 2019-
92**

WHEREAS, the City Council of the City of West Covina adopted Ordinance No. 1939 on August 16, 1994, codified at Article IX (Fee and Service Charge Revenue/Cost Comparison System) of Chapter 2 (Administration) of the West Covina Municipal Code, establishing the City's policy as to the recovery of costs for providing City services and establishing a mechanism for ensuring that the fees adopted by the City do not exceed the reasonable estimated cost of providing the services for which the fees are charged; and

WHEREAS, the City Council has established various rates, fees, and charges for services provided for by the City; and

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and implement rates, fees, and charges for municipal services; provided, however, that such rates, fees, and/or charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, California Government Code section 66016 requires notice to be given and data be made available at specified times prior to the adoption of new rates, fees, and charges, or prior to adoption of increases in existing rates, fees, and charges; and

WHEREAS, California Government Code section 66018 requires notice to be published in accordance with California Government Code section 6062a and data be made available concerning rates, fees, and charges prior to conducting a public hearing with respect to the adoption of new rates, fees, and charges, or the adoption of increases in rates, fees, and charges for which no other procedure is provided by law; and

WHEREAS, pursuant to California Government Code sections 66016 and 66018, the City Council has held at least one public hearing, as part of a regularly scheduled meeting, at which oral and written presentations could be made with respect to the rates, fees and charges contemplated by this resolution; and

WHEREAS, the City Council of the City of West Covina adopted Resolution 2019-92 on December 17, 2019, establishing fees and fines charged for the services provide by the City; and

WHEREAS, the City Council desires to adjust the rates, fees and charges adopted through Resolution No. 2019-92, and to implement the proposed new rates, fees, and charges, for services provided by the City of West Covina as set forth herein; and

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

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

SECTION 1. RECITALS. The City Council hereby finds and determines that the above recitals are true and correct.

SECTION 2. REASONABLE COST FINDING. The City Council hereby finds and determines that based upon the data, information, analysis, and oral and written documentation presented to the City Council concerning the rates, fees, and charges described in Exhibit "A," attached hereto and incorporated herein by this reference, the rates, fees, and charges set forth in Exhibit "A" do not exceed the established reasonable cost of providing the service for which the rates, fees, or charges are levied.

SECTION 3. FEE SCHEDULE ADOPTION. The rates, fees, and charges set forth in Exhibit "A" are hereby adopted and approved as the rates, fees, and charges for the services identified for each such rate, fee, and/or charge. Such rates, fees, and charges shall be collected by the City's Finance Department when services are provided by the City or its designated contractors. Item G) (Grading) of Class I Permits (Plan Check Required) of the Fee and Fine Schedule adopted by the City Council on December 17, 2019 through the adoption of Resolution No. 2019-92 shall be deleted in its entirety and replaced with rates, fees, and charges described in Exhibit "A."

SECTION 4. EXISTING SCHEDULE. Except as set forth in this resolution, all other rates, fees and charges set forth in the Fee and Fine Schedule adopted by the City Council on December 17, 2019 through the adoption of Resolution No. 2019-92 shall remain in effect.

SECTION 5. EFFECTIVE DATE. The development-related fees, as defined by the Mitigation Fee Act (California Government Code § 66000 *et seq.*), set forth in Exhibit "A" adopted or increased by this resolution shall take effect on October 18, 2020.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions.

APPROVED AND ADOPTED this 18th day of August 2020.

Tony Wu
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. 2020-89 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk



EXHIBIT A

G) GRADING

G.1) Plan review of grading plans for Subdivisions

The fee for the first five plan reviews is based on the estimated yardage:

Volume (cu. Yrds.)	Base Fee Plus % of Volume
1-10,000	\$8,509
10,001-100,000	\$ 8,509.00 + 16.72% of excess over 10,000 cu. yds
101,001-500,000	\$ 23,557.00 + 4.74% of excess over 100,000 cu. yds.
500,001-1,000,000	\$ 42,517.00 + 3.50% of excess over 500,000 cu. yds
1,00,001 and up	\$ 60,017.00 + 1.50% of excess over 1,000,000 cu. yds.

After the fifth submittal - 10% of the original fee for each submittal.

G.2) Plan Review of grading plans other than subdivisions

The fee for the first two plan reviews is based on the estimated yardage

Volume (cu. Yrds.)	Fee
1-1,000 cubic yards (1 m ³ - 764.6 m ³)	\$862.14
Plus /100 cubic yards (76.5 m ³) or fraction hereof in excess of 100 cubic yards (76.5 m ³)	\$293.29
1,001-10,000 cubic yards (765.3-7,645.5 m ³)	\$3,508.76
Plus /1,000 cubic yards (764.6 m ³) or fraction thereof in excess of 1,000 cubic yards (764.6 m ³)	\$243.23
10,001-100,000 cubic yards (7,646.3-7,455 m ³)	\$5,698.13
Plus /1,000 cubic yards (764.6 m ³) or fraction thereof in excess of 10,000 cubic yards (764.6 m ³)	\$143.65
100,001-500,000 cubic yards (76,456-382,275 m ³)	\$18,651.25
Plus /10,000 cubic yards (7645.5 m ³) or fraction thereof in excess of 100,000 cubic yards (76,455 m ³)	\$397.04
500,001 cubic yards (382278 m ³) or more	\$34,527.88
Plus /10,000 cubic yards (7645.5 m ³) or fraction thereof in excess of 500,000 cubic yards (382,275 m ³)	\$360.54

After the second submittal, \$164/hr.

G.3) Grading Permit Fees (Inspection Fees)

Volume (cu. Yrds.)	Fee
1-50 cubic yards (0.8-38 m ³)	\$487.25
51-1,000 cubic yards (39-764.6 m ³)	\$724.48
Plus /100 cubic yards (76.5 m ³) or fraction thereof in excess of 100 cubic yards (76.5 m ³)	\$245.32
1,001-10,000 cubic yards (765.3-7,645.5 m ³)	\$2,933.65
Plus /1,000 cubic yards (764.6 m ³) or fraction thereof in excess of 1,000 cubic yards (76.5 m ³)	\$160.05
10,001-100,000 cubic yards (7,646.3-76,455 m ³)	\$4,785.41
Plus /1,000 cubic yards (764.6 m ³) or fraction thereof in excess of 10,000 cubic yards (7645.5 m ³)	\$131.39
100,001 cubic yards (76456 m ³) or more	\$16,626.67
Plus /10,000 cubic yards (764.6 m ³) or fraction thereof in excess of 100,000 cubic yards (76455 m ³)	\$327.71