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REGULAR MEETING AGENDA  
125 E. College Street, Covina, California  
Council Chamber of City Hall  
**Tuesday, December 20, 2016**

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA  
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING  
AUTHORITY/COVINA HOUSING AUTHORITY  
JOINT MEETING—CLOSED SESSION  
6:30 p.m.**

**CALL TO ORDER**

**ROLL CALL**

Council/Agency/Authority Members Walter Allen III, Peggy A. Delach, John C. King, Mayor  
Pro Tem/Vice-Chair Jorge A. Marquez and Mayor/Chair Kevin Stapleton

**PUBLIC COMMENTS**

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

**The City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to closed session for the following:**

**CLOSED SESSION**

**A. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representative: Danielle Tellez, Human Resources Director  
Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME); Police Association of Covina (PAC); Police Management Group (PMG); and Police Supervisors of Covina (PSC)

**B. Government Code § 54956.9(d)(1) – CONFERENCE WITH LEGAL COUNSEL:  
EXISTING LITIGATION**

- Name of Case: Christopher Ulmer v. City of Covina, Case No. ADJ9918661 and ADJ 9164103

**C. Government Code §54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 345 S. Citrus Avenue  
Agency negotiator: Don Penman, Interim City Manager  
Negotiating parties: LA Land Company, Andrew C. Lee  
Under negotiation: Price and Terms

**RECESS**

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA  
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING  
AUTHORITY/COVINA HOUSING AUTHORITY  
JOINT MEETING—OPEN SESSION  
7:30 p.m.**

**RECONVENE AND CALL TO ORDER**

**ROLL CALL**

Council/Agency/Authority Members Walter Allen III, Peggy A. Delach, John C. King, Mayor Pro Tem/Vice-Chair Jorge A. Marquez and Mayor/Chair Kevin Stapleton

**PLEDGE OF ALLEGIANCE**

Led by Mayor Stapleton

**INVOCATION**

Given by Covina Police Chaplain Truax

**PRESENTATIONS**

Charter Oak Advanced Choral Ensemble “Ace”

Resolution Granting Permission for Santa to Fly Over Covina

Recognition of the Covina Police Department Volunteer and Explorer of the Year

**PUBLIC COMMENTS**

*To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance and give it to the City Clerk/Agency/Authority Secretary. Your name will be called when it is your turn to speak. Those wishing to speak on a LISTED AGENDA ITEM will be heard when that item is addressed. Those wishing to speak on an item NOT ON THE AGENDA will be heard at this time. State Law prohibits the Council/Agency/Authority Members from taking action on any item not on the agenda. Individual speakers are limited to five minutes each.*

**COUNCIL/AGENCY/AUTHORITY COMMENTS**

*Council/Agency/Authority Members wishing to make any announcements of public interest or to request that specific items be added to future Council/Agency/Authority agendas may do so at this time.*

## CITY MANAGER COMMENTS

### CONSENT CALENDAR

*All matters listed under consent calendar are considered routine, and will be enacted by one motion. There will be no separate discussion on these items prior to the time the Council/Agency/Authority votes on them, unless a member of the Council/Agency/Authority requests a specific item be removed from the consent calendar for discussion.*

**CC 1. Minutes of the November 29, 2016, Special Meeting and December 6, 2016, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.**

*Report: [Minutes](#)*

**CC 2. Payment of City Demands in the Amount of \$3,621,557.56.**

*Report: [City Demands](#)*

**CC 3. Payment of Agency Demands in the Amount of \$66,110.33.**

*Report: [Agency Demands](#)*

**CC 4. City Council to Adopt Resolution No. 16-7572 Confirming Continued Existence of An Emergency Condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.**

*Report: [Resolution No. 16-7572](#)*

**CC 5. City Hall Access System, Project No. 1404 – Final Acceptance and Filing Notice of Completion.**

*Report: [City Hall Access System](#)*

**CC 6. Fourth Amendment to Contract with Computer Service Company for Traffic Signal Maintenance and Resolution No. 16-7581 to Amend the FY 2017 Operating Budget to Increase Funding for Traffic Signal Maintenance Contract by \$6,000.**

*Report: [Resolution No. 16-7581](#)*

**CC 7. Third Amendment to Professional Services Agreement with Covina Irrigating Company for Water System and Water Quality Consulting Services and Adoption of Resolution No. 16-7580 to Amend the FY 2017 Operating Budget by \$52,000 to Provide Funding for the Third Amendment to Professional Services Agreement with Covina Irrigating Company.**

*Report: [Resolution No. 16-7580](#)*

**CC 8. Adopt Joint Tax Sharing Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation of Specific Property into Los Angeles County Sanitation District No. 22.**

*Report: [Resolution No. 16-7573](#)*

**CC 9. Proposed Professional Services Agreement with Leverage Information Systems, Inc. for the Procurement and Installation of the Covina Metrolink Station Camera System.**

*Report:* [Resolution No. 16-7578](#)

**CC 10. Proposed Sales Agreement with A-Z Bus Sales, Inc. for Procurement of a New Covina Transit Vehicle.**

*Report:* [Resolution No. 16-7577](#)

**CC 11. Miscellaneous Concrete and Asphalt Repairs, Phase II – Award of Contract to FS Contractors, Inc. for an Amount Not-to-Exceed \$90,725 and Resolution No. 16-7579 to Amend the FY 2017 Capital Improvement Program Budget to Increase Funding for the Miscellaneous Concrete and Asphalt Repairs Project by \$15,508 for West Badillo Municipal Parking Lot Improvements.**

*Report:* [Resolution No. 16-7579](#)

**CC 12. Resolution No. 16-7576 – City of Covina Complete Streets Policy.**

*Report:* [Resolution No. 16-7576](#)

**CC 13. Proposed Professional Services Agreement with Griswold Industries, Manufacturer of Cla-Val Automatic Control Valves, for Valve Maintenance Services and Adoption of Resolution No. 16-7583 to Amend the FY 2017 Operating Budget by \$57,081.08 to Provide Funding for Professional Services Agreement with Griswold Industries.**

*Report:* [Resolution No. 16-7583](#)

**PUBLIC HEARING - NONE**

**CONTINUED BUSINESS**

**CB 1. Covina Senior and Community Center Project – Designation of Final Site for Placement of New Center.**

*Report:* [Covina Senior and Community Center Project](#)

Staff Recommendation:

1. Receive and file the Covina Woman’s Club Physical Assessment for Adaptation to Covina Senior and Community Center Report, prepared by Gonzalez Goodale Architects; and
2. Provide direction regarding the final site for the placement of the Covina Senior and Community Center.

**NEW BUSINESS**

**NB 1. Resolutions Relating to the Annexation of Territory to Community Facilities District No. 2007-1 (800 N. Banna Avenue, Covina).**

**Report:** [Resolution Nos. 16-7574 & 16-7575](#)

Staff Recommendation:

1. Adopt City **Resolution No. 16-7574**, declaring intention to authorize the annexation of territory to Community Facilities District No. 2007-1 (Public Services); and
2. Adopt City **Resolution No. 16-7575**, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).

**NB 2. Consideration of Public Information Program Regarding Utility Users Tax Measure on March 7, 2017 Ballot.**

**Report:** [Public Information Program](#)

Staff Recommendation:

Provide direction.

**ADJOURNMENT**

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, January 17, 2017, at 5:00 p.m. for study session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California, 91723; and at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Any member of the public may address the Council/Agency/Authority during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of five minutes per speaker unless, for good cause, the Mayor/Chairperson amends the time limit. Anyone wishing to speak is requested to submit a yellow Speaker Request Card to the City Clerk; cards are located near the agendas or at the City Clerk's desk.

**MEETING ASSISTANCE INFORMATION:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

If you challenge in court any discussion or action taken concerning an item on this agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

The Covina City Clerk's Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, December 20, 2016, meeting was posted on December 15, 2016, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; and 2) the Covina Public Library, 234 N. Second Avenue, Covina.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA, AND SUBMITTED TO THE CITY COUNCIL AFTER PUBLICATION OF THE AGENDA, ARE AVAILABLE TO THE PUBLIC IN THE CITY CLERK'S OFFICE AT 125 E. COLLEGE STREET, COVINA.

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ITEM NO. CC 1

**MINUTES OF NOVEMBER 29, 2016  
SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO  
THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING  
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL  
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

**CALL TO ORDER**

Mayor Stapleton called the Council/Agency/Authority meeting to order at 6:00 p.m. with all Councilmembers present.

**ROLL CALL**

**Councilmembers Present:** Walter Allen III, Peggy A. Delach, John C. King, Mayor Pro Tem/Vice-Chair Jorge A. Marquez, and Mayor/Chair Kevin Stapleton.

**Councilmembers Absent:** None.

**Elected Members Present:** City Clerk Mary Lou Walczak.

**Elected Members Absent:** City Treasurer Geoffrey Cobbett.

**Staff Members Present:** Interim City Manager Donald E. Penman, City Attorney Candice K. Lee, Police Chief John Curley, Community Development Director Brian Lee, Public Works Director Siobhan Foster, Finance Director Anita Agramonte, and Chief Deputy City Clerk/Records Management Director Sharon F. Clark.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Bill Kelly.

**PUBLIC COMMENT** – None.

**COUNCIL/AGENCY/AUTHORITY COMMENTS**

Councilmember Allen reminded the community that the Christmas parade is Saturday, December 3, 2016, beginning at 6:30 p.m.

Mayor Stapleton announced that he will not be seeking re-election to the City Council.

**CITY MANAGER COMMENTS** – None.

**PUBLIC HEARING**

PH 1. Environmental Impact Report (EIR) with Mitigation Monitoring and Reporting Programs and Applications for General Plan Amendment (GPA) 16-001, Covina Forward Specific Plan (SP) 16-001, Zone Change (ZCH) 16-002, Vesting Tentative Tract Map (TTM) 74512, Site Plan Review (SPR) 16-023, and Site Plan Review (SPR) 16-033 and Development Agreement (DA) 16-001. A proposed development on the 10.66 acre site (former K-mart and an existing institutional use), consisting of a residential development of 117 townhomes on approximately 6.12 acres, a Transit Center and Park and Ride on approximately 3.07 acres and a public/civic use component on approximately 1.47 acres, for property located generally at 1162 North Citrus Avenue – APN: 8406-019-019, 8406-019-020 and 177 East Covina Boulevard – APN: 8406-019-17.

Mayor Stapleton opened the public hearing.

The staff report, PowerPoint presentation and a video animation of the proposed project were presented by Community Development Director Lee.

Project Lead Ruta Thomas of Dudek, presented a report on the Environmental Impact Review (EIR) process.

Community Development Director Lee detailed public outreach components completed between April and November 2016 and project-design solutions in response to concerns raised by various stakeholders, and stated that the following were present and available to answer questions: Lester Tucker and Matt Brady of MLC Holdings (residential component); Kevin McDonald and Sharlane Bailey of Foothill Transit; Liz Ramirez and Peter Whittingham of Curt Pringle and Associates (public outreach); Covina Police Chief Curley and Captain Povero; City Engineer David Gilbertson, and Consultants Barry Foster (Economic Impact Forecast), Nancy Fong, and Bill Kelly.

Questions and discussion included concerns about homeless issues and surveillance in the Transit Center; the retail market for the center; visual and sound screening for the east side of the project; public safety related to loitering, non-commuter bus use, camera placement, and controlled-access points for resident pedestrians; outreach to surrounding neighbors; and parking impact.

Lester Tucker, Vice-President Forward Planning, for Applicant MLC Holdings, stated they had worked very hard to craft a project that all partners can be proud of.

Sharlane Bailey, Director of Facilities for Foothill Transit, expressed excitement about the project, commended Covina staff, and stated that the transit center and parking facility will bring value to community.

In response to a question from Councilmember King, Roland Cordero, Foothill Transit Director of Maintenance and Vehicle Technology, described the environmental aspects of buses used today and explained that the Foothill Transit fleet is currently comprised of compressed natural gas (CNG) and electric, with plans to be all electric by 2030.

Foothill Transit Executive Board Member Corey Warshaw, in response to a previous comment, explained that bar-hopping is impossible with an express bus, the new parking center will facilitate connection with the Gold Line, and that the express bus to downtown should decrease some of the traffic currently on Citrus Avenue due to parking issues.

Mayor Stapleton opened the public comment period.

Josh Bourgeois, representing the SoCal Environmental Justice Alliance, detailed flaws which his organization believes exist in the EIR and requested that the EIR be re-drafted.

Kathleen Pickard, teacher at Cedar Grove Elementary School, and 3<sup>rd</sup> Grade students Michael Espinoza, Riley Castillo, Jacob Pardus, Joel Wood, and Mikayla Espinoza spoke in support of the new Foothill Transit Center.

Dr. Mike Hendricks, Charter Oak School District Superintendent, Sari Canales, Chuck Coryell, Corporate Director of Planning for Citrus Valley Health Partners, Peter Vanek, President of the Building Industry Association of California, and Dawn Nelson, President and Chief Operating Officer of the Covina Chamber of Commerce, spoke in favor of the project.

David and Lety Briones expressed concerns about privacy, noise and headlight glare associated with the proposed Foothill Transit Center and asked Council to delay the project until a solution is found for these concerns.

Brian Velez, representing of Bike San Gabriel Valley, expressed support of the proposed park-and-ride component of the project.

Richard Scobey expressed concerns about the adequacy of the east project walls related to noise, privacy, and light-glare; parking, and the lack of restrooms in the Transit Facility.

### **RECESS AND RECONVENE**

Mayor Stapleton recessed the meeting at 7:50 p.m. and reconvened at 7:57 p.m. with all councilmembers present.

### **PUBLIC HEARING**

Mayor Stapleton re-opened the public hearing.

Mr. Tucker of MLC Holdings stated for the record that they are very conscious of and sympathetic to the neighbors who have come out to speak, have worked hard with neighbors, and are willing to work directly with neighbors to mitigate sound and light concerns.

Marilyn Lewis expressed concerns about increased traffic and received confirmation from Police Chief Curley that cameras will be monitored 24/7.

Council questions and discussion followed concerning parking in the free lot filling up with Line 281, Gold Line or Metrolink riders and the potential for adding a parking permit and parking pass systems; the amount of riders expected and adequacy of parking; mitigation measures included in the EIR; a request by Councilmembers Allen and Delach for more design elements on the residential component; sound and light barriers; and maintenance on buses.

Mayor Stapleton closed the public hearing.

Councilmember Delach recommended approval of the project with significant height added to the wall where buses turn out to Covina Boulevard to buffer the sound and light.

Councilmember Allen expressed a desire for the first floor parking structure to have a solid wall for resident privacy, requested that MLC Holdings work with staff to put more treatment around the windows of the residential component, stated he is in favor of the entire project, and indicated that he is ready to make a motion to approve the project.

City Attorney Lee received confirmed from Councilmember Allen that his motion would include adding a condition of approval requiring approval by the Community Development Director to work with Applicant MLC Holdings on additional window treatments, and recommended re-opening the public hearing to hear if the applicant is amenable to the addition of this condition.

Mayor Stapleton re-opened the public hearing.

Mr. Tucker of MLC Holdings indicated MLC is willing to work with the Community Development Director to enhance window-design elements to his satisfaction. Upon Councilmember Delach's request, Mr. Tucker indicated they will work with the Community Developer Director to also enhance the exterior façade.

Mayor Stapleton closed the public hearing.

A motion was made by Councilmember Allen, seconded by Councilmember Delach, to adopt **Resolution No. 16-7557**, A Resolution of the City Council of the City of Covina, California, certifying Environmental Impact (SCH2016051053), making environmental findings pursuant to the California Environmental Quality Act, and adopting a Mitigation Monitoring and Reporting Program for the iTEC Transit Oriented Mixed-Use development project (approximately 10.66 acres and generally located at 1162 North Citrus avenue and 117 East Covina Boulevard – APN: 8406-019-019, 8406-019-020 and 8406-017).

***Motion carried as follows:***

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

A motion was made by Councilmember Allen, seconded by Councilmember Delach, to approve the following entitlements in the following specific order and subject to the conditions of approval listed in these resolutions and ordinances; with the revised conditions of approval for additional exterior façade treatments to be approved by the Community Development Director and improvements to the sound and light walls.

1. Adopt **Resolution No. 16-7558**, approving the General Plan Amendment (GPA) 16-001 to amend the Land Use Map changing the land use designation for the 10.66-acre project site from the General Commercial (GC) designation to the “Covina Forward Specific Plan (CFSP)” with 6.12 acres for “High Density Residential (HDR - 15 to 22 dwelling units per acre)” and 4.54 acres for “General Commercial (GC).”
2. Adopt **Resolution No. 16-7559**, approving the Covina Forward Specific Plan (SP) 16-001 to establish the “Covina Forward Specific Plan (CFSP)” with 6.12 acres for “CFSP - RD (Multi-Family)” and 4.54 acres for “CFSP - I (Institutional Use/Zone)”; and to establish special development standards and design guidelines for facilitating the proposed iTEC Transit Oriented Mixed-Use development.

3. Waive full reading, read by title only, and introduce for first reading **Ordinance No. 16-2068**, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COVINA BY CHANGING THE ZONING DESIGNATION FROM ‘C-3A COMMERCIAL ZONE (REGIONAL OR COMMUNITY SHOPPING CENTER)’ AND ‘C-R COMMERCIAL ZONE (RECREATION)’ TO ‘COVINA FORWARD SPECIFIC PLAN’ WITH 6.12 ACRES ZONED FOR ‘RD (MULTI-FAMILY)’ AND 4.54 ACRES ZONED FOR ‘I (INSTITUTIONAL USE)’ FOR THE PROPOSED ITEC TRANSIT ORIENTED MIXED-USE DEVELOPMENT FOR PROPERTY GENERALLY LOCATED AT 1162 NORTH CITRUS AVENUE AND 117 EAST COVINA BOULEVARD – APN: 8406-019-019, 8406-019-020 AND 8406-019-017.”
4. Adopt **Resolution No. 16-7560**, approving a Vesting Tentative Tract Map (VTTM) 74512 for dividing the 10.66-acre project site into 23 lots with 21 lots and 12 letter-lots on approximately 6.12 acres for the residential development of 117 for-sale townhouse units, private drive aisles, recreation facilities and common open space areas; and, 2 lots (lots 22 and 23) on approximately 4.54 acres for public/transit and public/civic uses.
5. Adopt **Resolution No. 16-7561**, approving a Site Plan Review (SPR) 16-023 for the construction of 117 for-sale townhouse units with private drive aisles, recreation facilities and common open space area.
6. Adopt **Resolution No. 16-7562**, approving a Site Plan Review (SPR) 16-033 for the construction of a transit center up to a six-bay bus plaza, a “Park & Ride” vehicle parking structure accommodating between 350 and 400 vehicles, and a retail building of up to 4,800 square feet.
7. Waive full reading, read by title only, and introduce for first reading **Ordinance No. 16-2069**, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN MLC HOLDINGS, INC. AND THE CITY OF COVINA RELATED TO A PROPOSED DEVELOPMENT CONSISTING OF 117 FOR-SALE TOWNHOUSE UNITS ON APPROXIMATELY 6.12 ACRES, THE CONVEYANCE OF 1.11 ACRES TO THE CITY AND THE CONVEYANCE OF 0.351 ACRES TO THE CITY FOR PARKLAND, FOR PROPERTY GENERALLY LOCATED AT 1162 NORTH CITRUS AVENUE AND 117 EAST COVINA BOULEVARD – APN: 8406-019-019, 8406-019-020 AND 8406-019-17.”

***Motion carried as follows:***

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

City Attorney Lee read the ordinance titles into the record.

Mayor Stapleton thanked those who came to speak on this matter, commented that the City wants the project to be successful, both for the residents and the applicants, and encouraged residents to bring any additional concerns to the City’s attention.

**ADJOURNMENT**

At 8:40 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, December 6, 2016, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully submitted:

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Sharon F. Clark, CMC  
Chief Deputy City Clerk

Approved this 20<sup>th</sup> day of December, 2016:

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Kevin Stapleton, Mayor/Chair



**MINUTES OF DECEMBER 6, 2016**  
**REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO**  
**THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING**  
**AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL**  
**CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

**CALL TO ORDER**

Mayor Stapleton called the Council/Agency/Authority meeting to order at 6:32 p.m. with all councilmembers present except Councilmembers Allen and King. There were no public comments. Mayor Stapleton recessed the Council to closed session at 6:32 p.m.

**ROLL CALL**

**Councilmembers Present:** Walter Allen III (arrived 6:35 p.m.), Peggy A. Delach, John C. King (arrived 6:33 p.m.), Mayor Pro Tem/Vice-Chair Jorge A. Marquez, and Mayor/Chair Kevin Stapleton.

**Councilmembers Absent:** None.

**Elected Members Present:** City Clerk Mary Lou Walczak and City Treasurer Geoffrey Cobbett.

**Elected Members Absent:** None.

**Staff Members Present:** Interim City Manager Donald E. Penman, City Attorney Candice K. Lee, Police Chief John Curley, Community Development Director Brian Lee, Public Works Director Siobhan Foster, Human Resources Director Danielle Tellez, Finance Director Anita Agramonte, Acting Assistant Fire Chief Jim Enriquez, and Chief Deputy City Clerk/Records Management Director Sharon F. Clark.

**CLOSED SESSION**

**A. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representative: Danielle Tellez, Human Resources Director  
Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME); Police Association of Covina (PAC); Police Management Group (PMG); and Police Supervisors of Covina (PSC)

**B. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representative: Danielle Tellez, Human Resources Director  
Unrepresented Employees: Mid-Management, Supervisory and Professional, and Confidential and Technical Employees; and Executive Employees (excluding the City Manager)

## **RECONVENE AND CALL TO ORDER**

Mayor Stapleton reconvened the meeting into open session at 7:30 p.m. with all councilmembers present.

## **PLEDGE OF ALLEGIANCE**

Councilmember King led the Pledge of Allegiance.

## **INVOCATION**

Covina Police Chaplain Truax gave the invocation.

## **CLOSED SESSION REPORT**

City Attorney Lee announced that there was no reportable action taken and direction was given to staff.

## **PRESENTATIONS**

*Covina Rotary Club 5<sup>th</sup> Annual Field of Valor*

A Certificate of Appreciation was presented by Mayor Stapleton to Covina Rotary Club representatives Linda Logan and Rich Jett in recognition of the Club's sponsorship of the Field of Valor event honoring veterans.

**PUBLIC COMMENTS** – None.

## **COUNCIL/AGENCY/AUTHORITY COMMENTS**

Councilmember King commented on the great turnout for the 66<sup>th</sup> Annual Christmas parade held on December 3, 2016, and thanked all of those involved, and announced the Covina Assembly of God Church's Community Outreach event with turkey and present giveaways on the weekend of December 10, 2016.

Mayor Pro Tem Marquez commented that the Christmas parade was awesome and gave kudos to all involved.

Councilmember Delach concurred with parade comments by her colleagues, expressed appreciation for how hard all the volunteers work, commented that there were 214 parade entries and that there were more people attending than ever before.

Councilmember Allen commented on a great parade which does the greatest job in identifying Covina as a hometown community, and thanked the sponsors of the Field of Valor event which gives him great pride in what a wonderful community we have.

Councilmember King shared that a veteran friend is considering moving to Covina because of the way Covina honors veterans.

Mayor Stapleton commented that Covina's recognition of the individual commitment of those who serve our country along with police and fire is outstanding and part of what makes Covina such a cohesive and wonderful town.

Mayor Stapleton commented on recent events:

- 27<sup>th</sup> Annual Tree-Lighting Ceremony;
- 66<sup>th</sup> Annual Christmas Parade.

He announced the following upcoming events:

- Free Christmas Concert on Sunday, December 18, 2016, at 3:00 p.m. at the First Presbyterian Church with the Covina Concert Band and Chancel Choir performing together;
- Wine Walk on Saturday, December 10, 2016, from 5:00 p.m. to 8:00 p.m. in Downtown Covina;
- Covina Library events:
  - Letters to Santa from December 6 – 10;
  - Gingerbread Man on the Run in the Children’s Area from December 13 – 17;
  - Queen’s Kid Toy Drive November 29 – December 21 to benefit Queen of the Valley Hospital Pediatric Unit.

In conclusion, he reported he had received an email from Charter Oak High School teacher Ms. Dagata requesting a donation from the City for \$800 to assist with bus transportation to take her classes on a Museum of Tolerance Field Trip. Mayor Stapleton stated that while the City doesn’t have the money to donate, he will pledge \$100 personally and requested that anyone else who wants to donate please contact him. Councilmember Allen pledged \$100.

**CITY MANAGER COMMENTS**

Interim City Manager Penman commented that he was impressed with the work of staff and volunteers on the Christmas Parade and the response from the community.

Mayor Stapleton commended the Christmas Parade Committee, Parks and Recreation/Library Director Hall-McGrade, and Chief Curley and the Police Department on a job well-done.

**CONSENT CALENDAR**

Consent Calendar item CC 16 was pulled by Councilmember King for separate discussion.

A motion was made by Councilmember King, seconded by Councilmember Delach, to approve Consent Calendar items CC 1 – 15 as presented.

*Motion approved Consent Calendar items CC 1 – 15 as follows:*

- AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**
- NOES: NONE**
- ABSTAIN: NONE**
- ABSENT: NONE**

CC 1. City Council approved the Minutes of the November 9, 2016, Special Meeting and November 15, 2016, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

CC 2. City Council approved the payment of City Demands in the amount of \$1,598,901.78.

- CC 3. Successor Agency to the Covina Redevelopment Agency approved the payment of Agency Demands in the amount of \$15,791.54.
- CC 4. City Council adopted **Resolution No. 16-7563** confirming continued existence of an emergency condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code, adopted **Resolution No. 16-7567** to amend FY 2017 Capital Improvement Budget to increase funding for the Residual Control System at Charter Oak Site, and authorized the Interim City Manager to execute Change Order No. 2 and the First Amendment to the Professional Services Agreement with Doane and Hartwig Water Systems, Inc.
- CC 5. City Council adopted **Resolution No. 16-7568** approving the carryover of continuing appropriations from Fiscal Year 2015-2016 to Fiscal Year 2016-2017.
- CC 6. City Council authorized the Department of Public Works to fill the Assistant Public Works Director position on an interim basis to support Water Division Operations, for a limited duration, up to a maximum of 960 hours in FY 2017.
- CC 7. City Council authorized the Interim City Manager to execute the proposed Memorandum of Understanding between City of Covina and County of Los Angeles for Field Investigations to determine feasibility of conducting a regional stormwater project at Kahler Russell Park.
- CC 8. City Council authorized Payment to Air-Bree Heating & Air Conditioning, Inc. (Air-Bree) For Heating, Ventilation, and Air Conditioning (HVAC) Services at Covina Metrolink Station Parking Complex in an amount of \$1,178.51.
- CC 9. City Council authorized the Interim City Manager to execute the Seventh Amendment to the Agreement between the City of Covina and Interwest Consulting Group, Inc. for Planning and Transit Consulting Services to increase the compensation for transit consulting services by a not-to-exceed amount of \$17,160.
- CC 10. City Council: 1) Authorized the Interim City Manager to execute the Second Amendment to the Contract with Christian Brothers Mechanical Services, Inc. for Heating Ventilation and Air Conditioning (HVAC) Maintenance; and 2) Adopted **Resolution No. 16-7564** to amend the FY 2017 Operating Budget to increase funding for HVAC maintenance by \$9,580 for the installation of a new HVAC system at the Forestdale Reservoir Site and appropriate the necessary funds from Water Capital Improvement Fund balance.
- CC 11. City Council authorized the Interim City Manager to execute the Fourth Amendment to the Contract for Park Landscape Maintenance Services with Landcare USA, LLC.
- CC 12. City Council authorized the Interim City Manager to execute the following documents: 1) Energy Management Agreement and Statement of Work with EnerNoc, Inc. for management services to comply with Southern California Edison's Demand Management Program; 2) Customer Information Service Request for Demand Response Provider; and 3) Aggregator Remove Form.

- CC 13. City Council waived full reading, read by title only, and adopted on second reading **Ordinance No. 16-2068** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COVINA BY CHANGING THE ZONING DESIGNATION FROM “C-3A COMMERCIAL ZONE (REGIONAL OR COMMUNITY SHOPPING CENTER)” AND “C-R COMMERCIAL ZONE (RECREATION)” TO “COVINA FORWARD SPECIFIC PLAN WITH 6.12 ACRES ZONED FOR “RD (MULTI-FAMILY)” AND 4.54 ACRES ZONED FOR “I (INSTITUTIONAL USE)” FOR THE PROPOSED ITEC TRANSIT ORIENTED MIXED-USE DEVELOPMENT FOR PROPERTY GENERALLY LOCATED AT 1162 NORTH CITRUS AVENUE AND 117 EAST COVINA BOULEVARD – APN: 8406-019-019, 8406-019-020 AND 8406-019-017.”
- CC 14. City Council waived full reading, read by title only, and adopted on second reading **Ordinance No. 16-2069** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN MLC HOLDINGS, INC. AND THE CITY OF COVINA RELATED TO A PROPOSED DEVELOPMENT CONSISTING OF 117 FOR-SALE TOWNHOUSE UNITS ON APPROXIMATELY 6.12 ACRES, THE CONVEYANCE OF 1.11 ACRES TO THE CITY AND THE CONVEYANCE OF 0.351 ACRES TO THE CITY FOR PARKLAND, FOR PROPERTY GENERALLY LOCATED AT 1162 NORTH CITRUS AVENUE AND 117 EAST COVINA BOULEVARD – APN: 8406-019-019, 8406-019-020 AND 8406-019-17.”
- CC 15. City Council approved a five-year agreement and Amendment No. 3 with the County of Los Angeles to provide inmate food service for the City of Covina Police Department.

**CONSENT CALENDAR ITEMS PULLED FOR SEPARATE DISCUSSION**

- CC 16. Resolution No. 16-7570 Denying the Applicant’s Appeal and Sustaining the Planning Commission’s Approval of Resolution No. 16-025 PC with Conditions of Approval for Site Plan Review SPR 16-012 and Conditional-Use Permit CUP 16-009, a Request to Offer General Alcohol (Type 47 ABC License) for a New Sit-Down Eating Establishment Located on the Ground-Floor Level of the Building Located at 211 North Citrus Avenue within the TCSP-5 Zone of the Town Center Specific Plan.

Councilmember King requested and received confirmation from City Attorney Lee that this action is upholding the decision of the Planning Commission to keep the closing hours at 12:00 a.m., rather than at 2:00 a.m. as the applicant had requested in the appeal.

A motion was made by Councilmember King, seconded by Councilmember Allen to adopt **Resolution No. 16-7570** denying the Applicant’s appeal and sustaining the Planning Commission’s approval of Resolution No. 16-025 PC with Conditions of Approval for Site Plan Review SPR 16-012 and Conditional-Use Permit CUP 16-009, a request to offer general alcohol (Type 47 ABC License) for a new sit-down eating establishment located on the ground-floor level of the building located at 211 North Citrus Avenue within the TCSP-5 Zone of the Town Center Specific Plan.

*Motion approved Consent Calendar item CC 16 as follows:*

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

**PUBLIC HEARINGS**

**PH 1. Public Hearing of 2016 Annual Report for the Covina Downtown Business Area Enhancement District (BAED) and Proposed Assessment.**

Mayor Stapleton opened the public hearing.

The staff report was presented by Finance Director Agramonte. There was no public comment.

Mayor Stapleton closed the public hearing.

A motion was made by Councilmember Delach, seconded by Councilmember King, to adopt **Resolution No. 16-7566**, confirming the 2016 Annual Report for the Downtown Covina Business Area Enhancement District and levying the assessment described therein.

*Motion approved Public Hearing item PH 1 as follows:*

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

**PH 2. Public Hearing of 2016 Annual Report for the Prospero Park Business Area Enhancement District (BAED) and Proposed Assessment.**

Mayor Stapleton opened the public hearing.

The staff report was presented by Finance Director Agramonte. There was no public comment.

Mayor Stapleton closed the public hearing.

A motion was made by Councilmember Allen, seconded by Mayor Pro Tem Marquez, to adopt **Resolution No. 16-7565** confirming the 2016 Annual Report for the Prospero Park Business Area Enhancement District and levying the assessment described therein.

*Motion approved Public Hearing item PH 2 as follows:*

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

**PH 3. A Public Hearing to Consider Issuing a Report and Subsequent Adoption of Urgency Ordinance No. 16-2070 Extending a Moratorium on Prohibiting all Commercial Non-Medical Marijuana Activity in the City of Covina, Prohibiting Outdoor Marijuana Cultivation on Private Residences and Restricting Indoor Cultivation in Private Residences and Declaring the Urgency Thereof.**

Mayor Stapleton opened the public hearing.

The staff report was presented by Community Development Director Lee. There was no public comment.

Mayor Stapleton closed the public hearing.

A motion was made by Councilmember Allen, seconded by Councilmember King, to:

1. Adopt and issue the report on measures taken during the moratorium per Government Code Section 65858; and
2. Adopt **Urgency Ordinance No. 16-2070**, An Urgency Ordinance of the City of Covina Extending the Term of Ordinance No. 16-2065 Enacted Pursuant to Government Code Section 65858 Establishing a Moratorium Extending a Moratorium on Prohibiting all Commercial Non-Medical Marijuana Activity in the City of Covina, Prohibiting Outdoor Marijuana Cultivation on Private Residences and Restricting Indoor Cultivation in Private Residences, Declaring the Urgency Thereof and Making a Determination of Exemption under the California Environmental Quality Act; a four-fifths (4/5) vote is required per California Government Code Section 65858(b); and
3. Direct staff to draft revisions to Chapter 17 of the Covina Municipal Code relating to prohibiting all commercial non-medical marijuana activity in the City of Covina, prohibiting outdoor marijuana cultivation on private residences and restricting indoor cultivation in private residences and return to the City Council for consideration of the proposed revisions by June 2017.

*Motion approved Public Hearing item PH 3 as follows:*

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

**CONTINUED BUSINESS** – None.

### **NEW BUSINESS**

**NB 1. Request to Amend the City’s Classification Plan to Establish the Classification of Records Technician and Add the Classification to the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules.**

The staff report was presented by Human Resources Analyst Sylvia Perez. There was no public comment.

Councilmember King received confirmation from Interim City Manager Penman that this position was approved in budget process.

A motion was made by Councilmember Delach, seconded by Councilmember King, to adopt **Resolution No. 16-7571**, amending the City’s Classification Plan to establish the classification of Records Technician and add the classification to the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules.

***Motion approved Public Hearing item NB 1 as follows:***

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

**NB 2. Approval of City Manager Employment Agreement by and between the City of Covina and Brian Saeki.**

The staff report was presented by Interim City Manager Penman.

Brian Saeki thanked Council for selecting him as the new City Manager, commended Council on the way they run meetings, commented he looks forward to meeting with Council and staff, and wished all Happy Holidays.

Councilmember Allen commented he is sorry to see Interim City Manager Penman leave, but happy to have Mr. Saeki here.

Councilmember King commented that this City has had great leaders in the past with Interim City Manager Penman being a shining example of that; Mr. Saeki is the next in line and he is thrilled to have him here.

Councilmember Delach concurred with the comments by Councilmembers Allen and King.

A motion was made by Councilmember Allen, seconded by Councilmember King, to approve the Employment Agreement for the position of City Manager by and between the City of Covina and Brian Saeki.

***Motion approved Public Hearing item NB 2 as follows:***

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

Mayor Stapleton presented Mr. Saeki with a City pin.

**NB 3. Southern California Edison Schedule LS-1 Option E, Energy Efficient-Light Emitting Diode (LED) Fixture Replacement Rate Agreement.**

Councilmember King recused himself as he manages streetlights for Southern California Edison and left the dais and the Chamber.

The staff report and a PowerPoint presentation were presented by Public Works Director Foster. There was no public comment.

A motion was made by Councilmember Delach, seconded by Mayor Pro Tem Marquez, to:

1. Authorize the Interim City Manager to execute the Southern California Edison Schedule LS-1 Option E, Energy Efficient-Light Emitting Diode (LED) Fixture Replacement Rate Agreement to place the City of Covina in the LS-1 Option E queue to replace current Edison-owned streetlight lamps with LED lamps; and

2. Authorize the Interim City Manager to inform Southern California Edison of the City of Covina's intent not to participate in the street Light Acquisition Program.

***Motion approved Public Hearing item NB 3 as follows:***

**AYES: ALLEN, DELACH, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: KING**

Councilmember King resumed his seat on the dais.

**NB 4. Election of Board Member for San Gabriel Basin Water Quality Authority Board Member Representing Cities with Prescriptive Water Pumping Rights.**

The staff report was presented by Assistant to the City Manager Carrillo. There was no public comment.

Councilmember King commented that the City has gone a long time without representation on this board, it is an important piece of the water puzzle in this region, and Mayor Pro Tem Marquez will do a phenomenal job.

Mayor Stapleton commented the Board is going to start to try assessing City \$20/acre-foot, going up to \$40/acre-foot to replenish the water basin and we need to protect the City's interests.

A motion was made by Councilmember Allen, seconded by Councilmember King, to:

1. Cast the City's five votes for Mayor Pro Tem Jorge Marquez for Board Member to the San Gabriel Basin Water Quality Authority Board.
2. Direct staff to send a resolution casting the City's five votes for Board Member to the San Gabriel Basin Water Quality Authority.

***Motion approved Public Hearing item NB 4 as follows:***

**AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

**ADJOURNMENT**

Mayor Stapleton announced that upcoming agenda items on December 20, 2016, will include an update on the fiscal status of the City and on the assessment of the Woman's Club for a Senior Center site.

At 8:19 p.m. the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned in memory of to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, December 20, 2016, at 5:00 p.m. for Study Session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California, 91723; and at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully submitted:

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Sharon F. Clark, CMC  
Chief Deputy City Clerk

Approved this 20<sup>th</sup> day of December, 2016:

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Kevin Stapleton, Mayor/Chair



**CITY OF COVINA**  
**AGENDA REPORT**

ITEM NO. CC 2

**MEETING DATE:** December 20, 2016  
**TITLE:** Payment of Demands  
**PRESENTED BY:** Geoffrey Cobbett, City Treasurer  
 Anita Agramonte, Finance Director  
**RECOMMENDATION:** Approve Payment of Demands in the amount of \$3,621,557.56

**BACKGROUND:**

Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>		<u>AMOUNT</u>
<b>ACCOUNTS PAYABLE WARRANTS</b>				
Nov. 11 - Dec. 1, 2016	Wires/EFTs	5181-5191	\$	40,319.34
	Checks	82772-83077	\$	2,431,358.37
<b><u>PAYROLL</u></b>				
11/17/16			\$	531,933.44
12/1/16			\$	472,906.24
<b><u>VOIDS</u></b>				
			\$	(17.13)
<b><u>WORKERS COMPENSATION</u></b>				
Nov. 11 - Dec. 1, 2016			\$	145,057.30
<b>GRAND TOTAL:</b>				<b>\$ 3,621,557.56</b>

**DISCUSSION:**

The attached reports have been reviewed by the City Treasurer and by the Finance Director.

**FISCAL IMPACT:**

Sufficient funding is available and the related costs are included in the Fiscal Year 16/17 Adopted Budget.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

Respectfully submitted,



Geoffrey Cobbett  
 City Treasurer



Anita Agramonte  
 Finance Director

**ATTACHMENTS:**

Attachment A: Check Register

CITY OF COVINA  
Check Register  
Nov. 11 - Dec. 1, 2016

Check #	Check Date	Vendor	Name	Amount
5181	11/17/16	4160	ICMA	150.00
5182	11/17/16	1405	ICMA RETIREMENT	5,248.47
5183	11/17/16	4003	MidAmerica	2,390.84
5184	11/17/16	2033	NATIONWIDE RETI	10,900.00
5185	11/17/16	4223	ZUMWALT, KRISTI	886.00
5186	11/22/16	487	CalPERS	2,500.00
5187	12/1/16	4160	ICMA	150.00
5188	12/1/16	1405	ICMA RETIREMENT	4,243.47
5189	12/1/16	4003	MidAmerica	2,064.56
5190	12/1/16	2033	NATIONWIDE RETI	10,900.00
5191	12/1/16	4223	ZUMWALT, KRISTI	886.00
			<b>subtotal EFT/wires</b>	<b>\$40,319.34</b>
82772	11/17/16	3	12 MILES OUT.CO	1,200.00
82773	11/17/16	26	ABSOLUTE SECURI	576.00
82774	11/17/16	84	AIRGAS-WEST	366.87
82775	11/17/16	125	ALLIANCE BUS LI	870.18
82776	11/17/16	128	ALLIANT INSURAN	2,169.00
82777	11/17/16	219	AT&T	8.41
82778	11/17/16	219	AT&T	17.91
82779	11/17/16	219	AT&T	17.91
82780	11/17/16	219	AT&T	19.53
82781	11/17/16	219	AT&T	19.54
82782	11/17/16	219	AT&T	19.54
82783	11/17/16	219	AT&T	19.62
82784	11/17/16	219	AT&T	20.66
82785	11/17/16	269	BAKER AND TAYLO	2,551.24
82786	11/17/16	276	BALSZ, RYAN	107.37
82787	11/17/16	283	BANK OF THE WES	5,457.38
82788	11/17/16	307	BEARINGS AND DR	97.26
82789	11/17/16	3929	BOOT BARN INC	250.00
82790	11/17/16	4279	BOSS JANITORIAL	3,786.00
82791	11/17/16	477	CALIF, STATE OF	12,826.00
82792	11/17/16	487	CalPERS	41,124.39
82793	11/17/16	487	CalPERS	9.13
82794	11/17/16	514	CANDLEWOOD SUIT	391.27
82795	11/17/16	4123	CARDENAS, RUDY	175.00
82796	11/17/16	634	CHEVRON PRODUCT	93.18
82797	11/17/16	3736	CHRISTIAN BROTH	1,035.44
82798	11/17/16	649	CINTAS CORP #69	146.52
82799	11/17/16	720	COMPUTER SERVIC	3,446.00
82800	11/17/16	766	COVINA DISPOSAL	11,939.64
82801	11/17/16	771	COVINA IRRIGATI	462,542.85
82802	11/17/16	783	COVINA WATER	1,023.87
82803	11/17/16	847	DANGELO CO	7,914.03

CITY OF COVINA  
Check Register  
Nov. 11 - Dec. 1, 2016

82804	11/17/16	3164	DIVERSIFIED TRA	27,000.04
82805	11/17/16	4292	DUDEK	15,867.83
82806	11/17/16	962	EAST DISTRICT S	345.00
82807	11/17/16	962	EAST DISTRICT S	5,985.00
82808	11/17/16	970	EDISON CO	42,503.92
82809	11/17/16	1055	FEDEX	16.24
82810	11/17/16	4455	FRONTIER CALIFO	918.79
82811	11/17/16	1156	GAS COMPANY, TH	47.98
82812	11/17/16	1235	GRAINGER	163.51
82813	11/17/16	1241	GRAND PRINTING	212.55
82814	11/17/16	1275	HAAKER EQUIPMEN	312.14
82815	11/17/16	1279	HAINES AND CO I	1,023.32
82816	11/17/16	1361	HOLLIDAY ROCK C	453.99
82817	11/17/16	3988	HYDRO CONNECTIO	200.58
82818	11/17/16	1427	INGLEWOOD, CITY	4,170.85
82819	11/17/16	1428	INGRAM DIST GRO	54.01
82820	11/17/16	1463	J.G. TUCKER AND	465.65
82821	11/17/16	4551	JAMES D. WILLIA	8,000.00
82822	11/17/16	3823	JEEPERS CREEPER	169.00
82823	11/17/16	4555	JESUS NAVA	524.98
82824	11/17/16	1505	JOHNNY'S POOL S	32.10
82825	11/17/16	4514	Kevin Caldwell	375.70
82826	11/17/16	1586	KOGA INSTITUTE	475.00
82827	11/17/16	1614	LA CNTY FIRE DE	699,066.80
82828	11/17/16	3574	LANUQUETTE, LO	80.00
82829	11/17/16	1924	MILLERS & ISHAM	452.18
82830	11/17/16	1933	MISSION LINEN S	47.89
82831	11/17/16	4512	Nothing Bundt C	32.45
82832	11/17/16	2104	OFFICE DEPOT	121.55
82833	11/17/16	99999	BLAKEY-COATS TRUST	190.74
82834	11/17/16	99999	DAVID LANDESMAN	74.82
82835	11/17/16	99999	DEBORAH CHEN	44.26
82836	11/17/16	99999	DEREK GONZALES	134.75
82837	11/17/16	99999	LNQIN ZENG	10.17
82838	11/17/16	99999	MARIO ESTRADA	17.13
82839	11/17/16	99999	MATTHEW RZONCA	34.24
82840	11/17/16	99999	PHILIP ZHANG	42.07
82841	11/17/16	99999	ROSSELLEN PL HOA	92.58
82842	11/17/16	99999	SOLUTIONS 4 U ENTERPRISES INC.	77.47
82843	11/17/16	99999	STEPHEN BRATAKOS	38.79
82844	11/17/16	99999	W.F. CONSTRUCTION INC.	91.01
82845	11/17/16	4557	Paul R. DePasqu	75,000.00
82846	11/17/16	2226	PENWORTHY COMPA	414.73
82847	11/17/16	2309	PROFESSIONAL AC	538.00
82848	11/17/16	3796	RICHARDS, WATSO	6,672.51

CITY OF COVINA  
Check Register  
Nov. 11 - Dec. 1, 2016

82849	11/17/16	4550	ROWLAND WATER	1,165.99
82850	11/17/16	2592	SCSBOA	3,000.00
82851	11/17/16	2620	SGV NEWSPAPER G	1,935.44
82852	11/17/16	2676	SMART AND FINAL	122.87
82853	11/17/16	4389	SOCIAL VOCATION	1,065.90
82854	11/17/16	2715	SOUTHERN CA TRA	51.06
82855	11/17/16	2737	STAPLES INC	1,930.70
82856	11/17/16	3950	STERICYCLE, INC	294.92
82857	11/17/16	3729	SUNBELT RENTALS	147.15
82858	11/17/16	2775	SUPERB GRAPHICS	318.49
82859	11/17/16	4554	THOMAS C. COLE	550.00
82860	11/17/16	2891	TRANSMISSION HO	2,517.01
82861	11/17/16	2935	UNDERGROUND SER	96.00
82862	11/17/16	2954	URBAN GRAFFITI	9,641.48
82863	11/17/16	2969	VALLEY TROPHY	111.51
82864	11/17/16	3001	VERIZON WIRELES	2,034.44
82865	11/17/16	3070	WEST COAST ARBO	280.00
82866	11/17/16	3082	WESTERN WATER W	3,358.59
82867	11/17/16	3134	XEROX CORPORATI	344.02
82868	11/17/16	3135	XO COMMUNICATIO	5,094.14
82869	11/17/16	3152	YWCA	2,208.06
82870	11/17/16	68	AFLAC	3,854.14
82871	11/17/16	69	AFSCME	680.00
82872	11/17/16	487	CalPERS	67,101.75
82873	11/17/16	3846	CLEA	441.00
82874	11/17/16	3846	CLEA	110.25
82875	11/17/16	775	COVINA POLICE A	2,600.00
82876	11/17/16	789	COVINA-FSA, CIT	1,101.56
82877	11/17/16	878	DELTA DENTAL OF	7,321.20
82878	11/17/16	1106	FRANCHISE TAX B	400.00
82879	11/17/16	1247	GREAT WEST LIFE	3,205.10
82880	11/17/16	3795	LEGAL SHIELD	223.24
82881	11/17/16	2234	PERS	148,362.62
82882	11/17/16	2235	PERS LONG TERM	169.84
82883	11/17/16	4547	PREMIERE CREDIT	291.58
82884	11/17/16	2946	UNITED WAY OF G	17.50
82885	11/17/16	3014	VISION SERVICE	773.22
82886	11/17/16	4255	VOYA FINANCIAL	4,040.86
82887	11/17/16	3045	WASHINGTON NATI	46.10
82888	11/23/16	113	ALL CITY MANAGE	6,131.07
82889	11/23/16	160	AMERICAN WEST C	25.00
82890	11/23/16	219	AT&T	734.13
82891	11/23/16	219	AT&T	19.54
82892	11/23/16	219	AT&T	2,413.56
82893	11/23/16	245	AVILA, MONIQUE	40.07

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82894	11/23/16	3771	BLACK & WHITE E	200.00
82895	11/23/16	4279	BOSS JANITORIAL	2,892.10
82896	11/23/16	411	BRODART CO	26.31
82897	11/23/16	4438	CALIFORNIA COMP	105.00
82898	11/23/16	4039	CALLYO	720.00
82899	11/23/16	653	CITRUS AUTO UPH	88.15
82900	11/23/16	682	CLINICAL LAB OF	531.00
82901	11/23/16	703	COMBINED GRAPHI	351.53
82902	11/23/16	710	COMMUNICATIONS	59.96
82903	11/23/16	4268	COVINA LAWN MOW	28.33
82904	11/23/16	783	COVINA WATER	1,202.95
82905	11/23/16	3701	DEPARTMENT OF J	569.00
82906	11/23/16	970	EDISON CO	1,787.11
82907	11/23/16	1092	FORENSIC NURSE	690.00
82908	11/23/16	4455	FRONTIER CALIFO	616.84
82909	11/23/16	1156	GAS COMPANY, TH	333.44
82910	11/23/16	3300	General Petrole	1,636.38
82911	11/23/16	1204	GOLDEN STATE WA	57.01
82912	11/23/16	1232	GPSit INC	239.40
82913	11/23/16	1235	GRAINGER	625.81
82914	11/23/16	1241	GRAND PRINTING	16.35
82915	11/23/16	1361	HOLLIDAY ROCK C	617.49
82916	11/23/16	3988	HYDRO CONNECTIO	123.80
82917	11/23/16	4439	IXII GROUP	198.00
82918	11/23/16	3751	KELLY ASSOCIATE	1,410.00
82919	11/23/16	1561	KEYSTONE UNIFOR	1,290.85
82920	11/23/16	1571	KING BOLT CO	20.70
82921	11/23/16	1619	LA CNTY SHERIFF	767.96
82922	11/23/16	4341	Landcare	8,772.49
82923	11/23/16	1646	LANGUAGE LINE S	109.04
82924	11/23/16	1691	LEVEL 3 COMMUNI	1,169.36
82925	11/23/16	1707	LIEBERT CASSIDY	11,510.05
82926	11/23/16	1710	LIFELOC TECHNOL	208.00
82927	11/23/16	1908	MICHAEL J O'DAY	260.00
82928	11/23/16	1924	MILLERS & ISHAM	166.85
82929	11/23/16	1933	MISSION LINEN S	67.83
82930	11/23/16	2091	O REILLY AUTO P	67.25
82931	11/23/16	2104	OFFICE DEPOT	152.44
82932	11/23/16	99999	AMAL YACOUB	48.00
82933	11/23/16	99999	ASHLEY DEFUSCO	202.00
82934	11/23/16	99999	DAMYANTI ASHAR	25.00
82935	11/23/16	99999	GLADYS JUDITH BURGOS	15.00
82936	11/23/16	99999	GRACE FANT	50.00
82937	11/23/16	99999	HELEN WATKINS	40.00
82938	11/23/16	99999	JEANETTE LOPEZ	50.00

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82939	11/23/16	99999	JUDITH GILLUM	50.00
82940	11/23/16	99999	KENNETH SIGISMONTE	25.00
82941	11/23/16	99999	LETICIA GLOBUS	50.00
82942	11/23/16	99999	MAGDALENA JEFFERSON	44.00
82943	11/23/16	99999	MRS. KARLA ESQUERRA	50.24
82944	11/23/16	99999	PERIA RARDIN	91.00
82945	11/23/16	99999	RODNEY MAXCY	50.00
82946	11/23/16	99999	RUTH HUFF	50.00
82947	11/23/16	99999	SANDRA KLINE	70.00
82948	11/23/16	99999	VIRGINIA MARTIN	88.00
82949	11/23/16	99999	ZAKHAR SHAMILYAN	25.00
82950	11/23/16	2415	REPUBLIC MASTER	634.00
82951	11/23/16	2445	RIOS, ARVENA	40.07
82952	11/23/16	2489	ROTO ROOTER SER	865.00
82953	11/23/16	4389	SOCIAL VOCATION	1,065.90
82954	11/23/16	3729	SUNBELT RENTALS	305.20
82955	11/23/16	2852	THREE VALLEY MU	9,099.43
82956	11/23/16	2855	TIME WARNER CAB	1,152.50
82957	11/23/16	3185	TOSHIBA FINANCI	2,385.73
82958	11/23/16	4065	VERIZON BUSINES	610.21
82959	11/23/16	3001	VERIZON WIRELES	2,633.73
82960	11/23/16	3070	WEST COAST ARBO	1,744.00
82961	11/23/16	3078	WEST PAYMENT CE	310.12
82962	11/23/16	3117	WONDRIES FLEET	118,107.07
82963	11/23/16	3132	WRIGHT DESIGNS	256.48
82964	12/1/16	4209	ADLERHORST INTE	1,341.48
82965	12/1/16	4374	ADMINSURE	5,600.00
82966	12/1/16	84	AIRGAS-WEST	249.10
82967	12/1/16	91	ALAS, NINA	147.00
82968	12/1/16	3789	AMAZON LLC	411.76
82969	12/1/16	4117	ARTISTIC RECONS	26.25
82970	12/1/16	3771	BLACK & WHITE E	298.46
82971	12/1/16	4279	BOSS JANITORIAL	2,892.10
82972	12/1/16	4353	BREA, CITY OF	54,145.00
82973	12/1/16	423	BRUNSWICK COVIN	50.54
82974	12/1/16	4438	CALIFORNIA COMP	475.00
82975	12/1/16	615	CHARLES E THOMA	771.71
82976	12/1/16	617	CHARTER OAK GYM	2,320.08
82977	12/1/16	649	CINTAS CORP #69	1,029.21
82978	12/1/16	653	CITRUS AUTO UPH	176.30
82979	12/1/16	692	CODE PUBLISHING	278.85
82980	12/1/16	707	COMMERCIAL ELEC	743.75
82981	12/1/16	3235	COOK, SHAWNA	295.09
82982	12/1/16	799	CRAIG'S CPR&FIR	42.00
82983	12/1/16	3982	CUGNO, CAROL A	121.29

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82984	12/1/16	849	DAPEER ROSENBLI	4,887.32
82985	12/1/16	896	DH MAINTENANCE	6,534.29
82986	12/1/16	970	EDISON CO	5,422.99
82987	12/1/16	1007	ENVISIONWARE	1,780.96
82988	12/1/16	1055	FEDEX	27.72
82989	12/1/16	1089	FOOTHILL PRESBY	4,298.39
82990	12/1/16	4483	GARRISON, DALE	41.74
82991	12/1/16	1165	GAYLORD BROS IN	143.62
82992	12/1/16	4338	GOKOO, ROBERT	629.00
82993	12/1/16	1235	GRAINGER	1,442.87
82994	12/1/16	1241	GRAND PRINTING	715.08
82995	12/1/16	1364	HOME DEPOT	1,726.51
82996	12/1/16	1437	INTER-CON SECUR	5,143.44
82997	12/1/16	1463	J.G. TUCKER AND	390.77
82998	12/1/16	3749	JCL BARRICADE C	771.18
82999	12/1/16	3654	JEREMIAH DONOVA	17.06
83000	12/1/16	1531	JW LOCK CO INC	177.23
83001	12/1/16	3987	KYOCERA DOCUMEN	4,160.68
83002	12/1/16	1626	LA OPINION	930.00
83003	12/1/16	1644	LANDSCAPE STRUC	382.27
83004	12/1/16	1673	LAWSON PRODUCTS	42.85
83005	12/1/16	3190	LAYNE, JONATHAN	249.70
83006	12/1/16	1707	LIEBERT CASSIDY	160.00
83007	12/1/16	1712	LIGHTHOUSE INC,	254.13
83008	12/1/16	4212	MALETZ, CHRISTI	122.30
83009	12/1/16	1792	MANNING & MARDE	11,087.44
83010	12/1/16	3932	MAR, ARLENE D.	135.48
83011	12/1/16	1814	MARTIN & CHAPMA	251.16
83012	12/1/16	4539	MAYRA MENDOZA	126.00
83013	12/1/16	1858	MCMASTER CARR S	1,137.57
83014	12/1/16	4089	MEASOM, DEVIN T	19.68
83015	12/1/16	4484	MERCADO, JESSIC	460.00
83016	12/1/16	1933	MISSION LINEN S	35.20
83017	12/1/16	4360	MOORE IACOFANO	29,330.46
83018	12/1/16	3718	NADENE VALDEZ	227.50
83019	12/1/16	2091	O REILLY AUTO P	102.73
83020	12/1/16	2104	OFFICE DEPOT	250.11
83021	12/1/16	99999	CYNTHIA GREEN	335.00
83022	12/1/16	99999	ERIN PONOMAROFF	8.99
83023	12/1/16	99999	JOSH VALDIVIA	15.00
83024	12/1/16	99999	LEONARDO ALVARADO	35.00
83025	12/1/16	99999	MICHELLE NEAL	63.30
83026	12/1/16	99999	NAN SAN NYUGN	16.49
83027	12/1/16	99999	Renee Alarcon	11.98
83028	12/1/16	99999	SANDRA DUNCAN	45.00

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83029	12/1/16	99999	SUSANA HERNANDEZ	345.00
83030	12/1/16	99999	VALERIE CRUZ	15.00
83031	12/1/16	99999	WILLIAM PECSI	50.00
83032	12/1/16	4535	OSWALDO MONROY	78.76
83033	12/1/16	2189	PARADA, MIGUEL	245.47
83034	12/1/16	2238	PEST OPTIONS IN	95.00
83035	12/1/16	4213	PRISK, JOSHUA	100.80
83036	12/1/16	2345	QUILL	232.90
83037	12/1/16	2415	REPUBLIC MASTER	95.78
83038	12/1/16	3796	RICHARDS, WATSO	18,718.28
83039	12/1/16	4201	ROBERT HALF	3,000.00
83040	12/1/16	2607	SERESINGHE, AJI	698.91
83041	12/1/16	2614	SGV CITY MANAGE	105.00
83042	12/1/16	2619	SGV EXAMINER	472.50
83043	12/1/16	3837	SONSRAY MACHINE	168.90
83044	12/1/16	2721	SPECIALTY STORE	30.67
83045	12/1/16	2744	STATE DISBURSEM	245.46
83046	12/1/16	2778	SUPERIOR PAVEME	40,842.21
83047	12/1/16	2787	SUTMAN, WILLIAM	285.50
83048	12/1/16	2795	SWRCB	9,659.29
83049	12/1/16	2818	TAVANNA	56.70
83050	12/1/16	2846	THOMAS, TERRI	292.25
83051	12/1/16	4558	TONON PHOTOCOPY	364.90
83052	12/1/16	2901	TRIFYTT SPORTS	450.00
83053	12/1/16	2908	TRUJILLO WORDEN	49.00
83054	12/1/16	2926	TYLER TECHNOLOG	51,308.26
83055	12/1/16	3234	VELARDE-KUBANIK	423.00
83056	12/1/16	3004	VICTORY EXTERMI	25.00
83057	12/1/16	3187	WAGONER, PAMELA	290.50
83058	12/1/16	3043	WARREN DISTRIBU	404.58
83059	12/1/16	4544	WHITE NELSON	325.00
83060	12/1/16	68	AFLAC	3,854.14
83061	12/1/16	69	AFSCME	680.00
83062	12/1/16	487	CaIPERS	63,645.29
83063	12/1/16	3846	CLEA	465.50
83064	12/1/16	3846	CLEA	110.25
83065	12/1/16	775	COVINA POLICE A	2,650.00
83066	12/1/16	789	COVINA-FSA, CIT	1,101.56
83067	12/1/16	878	DELTA DENTAL OF	7,382.21
83068	12/1/16	1106	FRANCHISE TAX B	400.00
83069	12/1/16	1247	GREAT WEST LIFE	3,205.10
83070	12/1/16	3795	LEGAL SHIELD	223.24
83071	12/1/16	2234	PERS	138,098.23
83072	12/1/16	2235	PERS LONG TERM	169.84
83073	12/1/16	4547	PREMIERE CREDIT	291.58

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83074	12/1/16	2946	UNITED WAY OF G	17.50
83075	12/1/16	3014	VISION SERVICE	779.11
83076	12/1/16	4255	VOYA FINANCIAL	4,076.32
83077	12/1/16	3045	WASHINGTON NATI	46.10
			<b><i>subtotal checks</i></b>	<b>\$ 2,431,358.37</b>
			<b><i>voids (prior to current mo.)</i></b>	
75858	8/13/15	99999	MARIO ESTRADA	<b>\$ (17.13)</b>
			<b><i>payroll 11/17/16</i></b>	<b>\$ 531,933.44</b>
			<b><i>payroll 12/01/16</i></b>	<b>\$ 472,906.24</b>
			<b><i>subtotal workers' compensation</i></b>	<b>\$ 145,057.30</b>
			<b>TOTAL checks/EFTs</b>	<b>\$3,621,557.56</b>

STATE OF CALIFORNIA        )  
  ) ss:  
COUNTY OF LOS ANGELES    )

I, Anita Agramonte, being first duly sworn, declare that I am the Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina accounts payable for 11/11/16-12/01/16; payroll for 11/17/16 and 12/01/16; workers' compensation and voids for 11/11/16-12/01/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.

  
\_\_\_\_\_  
Anita Agramonte  
Finance Director



**SUCCESSOR AGENCY TO THE  
COVINA REDEVELOPMENT AGENCY**

**AGENDA REPORT**

ITEM NO. CC 3

**MEETING DATE:** December 20, 2016

**TITLE:** Payment of Demands

**PRESENTED BY:** Geoffrey Cobbett, City Treasurer  
Anita Agramonte, Finance Director

**RECOMMENDATION:** Approve Payment of Demands in the amount of \$66,110.33

**BACKGROUND:** Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
Nov. 11 - Dec. 1, 2016	1388-1395	\$53,846.98
<b><u>VOIDS</u></b>		\$0.00
<b><u>PAYROLL</u></b>		
11/17/16		\$6,114.35
12/01/16		\$6,149.00
	<b>GRAND TOTAL:</b>	<b>\$66,110.33</b>

**DISCUSSION:**

The attached reports have been reviewed by the City Treasurer and by the Finance Director.

**FISCAL IMPACT:**

Sufficient funding is available and the related costs are included in the Fiscal Year 16/17 Adopted Budget.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

Respectfully submitted,

  
 \_\_\_\_\_  
 Geoffrey Cobbett  
 City Treasurer

  
 \_\_\_\_\_  
 Anita Agramonte  
 Finance Director

**ATTACHMENTS:**

Attachment A: Check Register

SUCCESSOR AGENCY TO THE  
 COVINA REDEVELOPMENT AGENCY  
 Check Register  
 Nov. 11 - Dec. 1, 2016

Check #	Check Date	Vendor	Name	Amount
1396	11/17/16	896	DH MAINTENANCE	95.00
1397	11/17/16	4455	FRONTIER CALIFO	81.33
1398	11/17/16	2452	RJS FINANCIAL	49,840.00
1399	11/17/16	3135	XO COMMUNICATIO	190.72
1400	12/1/16	970	EDISON CO	106.76
1401	12/1/16	1317	HdL Coren & Con	3,465.00
1402	12/1/16	2942	UNITED SITE SER	68.17
<i>subtotal checks</i>				<b>\$53,846.98</b>
<i>subtotal voids (prior to current mo.)</i>				<b>\$0.00</b>
<i>payroll 11/17/16</i>				<b>\$6,114.35</b>
<i>payroll 12/01/16</i>				<b>\$6,149.00</b>
<b>TOTAL CHECKS/EFT's</b>				<b>\$66,110.33</b>

STATE OF CALIFORNIA        )  
  ) ss:  
COUNTY OF LOS ANGELES    )

I, Anita Agramonte, first duly sworn, declare that I am the Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency accounts payable and voids for 11/11/16-12/01/16 and payroll for 11/17/16 and 12/01/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



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Anita Agramonte  
Finance Director

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# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 4

**MEETING DATE:** December 20, 2016

**TITLE:** City Council to Adopt **Resolution No. 16-7572** Confirming Continued Existence of an Emergency Condition for Residual Control System at Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of Public Contracts Code

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:** Adoption of Resolution No. 16-7572 confirming continued existence of an emergency condition for the Residual Control System (RCS) at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

**BACKGROUND:**

The Charter Oak site consists of four, above-ground reservoirs each with a 3 million gallon (MG) capacity. Water Zone 1 and Water Zone 2 are supplied via the Charter Oak Booster Pump Station. Water Zone 1 is the largest zone, encompassing the low elevation area that occupies the west and central portion of the City’s water system. The northern and eastern portions of the system comprise Water Zone 2.

Name	Material	Year Constructed	Capacity (MG)
Charter Oak Reservoir 1	Concrete	1954	3.0
Charter Oak Reservoir 2	Steel	1957	3.0
Charter Oak Reservoir 3	Steel	1964	3.0
Charter Oak Reservoir 4	Concrete	2014	3.0

As the City of Covina does not pump its own water, the City relies on water from Covina Irrigating Company (CIC) and the Metropolitan Water District of Southern California (MWD) through the Three Valleys Municipal Water District (TVMWD). CIC’s water comes predominantly from the San Gabriel River and Main San Gabriel Valley Groundwater Basin. Water from CIC enters at two points in the City’s water system. There is a connection at Cypress Reservoir, which is 3000 gallons per minute (gpm), and another at Forestdale Reservoir at 4000 gpm.

The City also has a connection with TVMWD, which treats water from the Metropolitan Water District of Southern California (MWD). The connection is located at the Charter Oak site with an 8,980 gpm capacity. MWD’s primary source of water in this area is the Colorado River. Currently, however, MWD is receiving water from the State Water Project system. The City operates this connection during periods of high demand.

The City's water suppliers, CIC and MWD, both use chloramines for disinfection purposes. MWD has used chloramines since 1984, as this disinfection method endures well and provides longer-lasting disinfection to water that travels long distances to its multiple water purveyors. CIC began using chloramines on May 4, 2015 when it implemented ultra-violet treatment at the William B. Temple Water Treatment Plant No 1. The State Water Resources Control Board, Division of Drinking Water (SWRCB), was insistent that CIC use chloramines for disinfection purposes to be compatible with MWD water. Prior to May 2015, CIC used free chlorine as a disinfectant, and since Covina's water supply would typically be a blend of CIC and MWD water, a blended combination of chlorine and chloramines would have been present in the City's water supply in varying quantities depending on the mix of water in the City's distribution system at any given time.

The City of Covina is required to test for all regulated contaminants in its water system including bacteriological quality and disinfectant residual at water-sampling stations throughout the system. The City collects and analyzes approximately 50 water samples each month.

Since Covina's water suppliers began supplying the City with chloramine-only treated water in May 2015, the City has been mindful that the water system may experience nitrification in its water supply since nitrites are a byproduct of chloramines. Nitrification can degrade a distribution system's water quality and negatively affect regulatory compliance and lead to health and safety concerns if not properly managed. Once nitrification has started, it can be difficult to control. A key symptom of nitrification may be the decrease of chloramine residual as it travels through the distribution system. Given the potential for serious water quality, health, and safety concerns that may result from nitrification, it is imperative to prevent nitrification from occurring in the first place, or barring that, promptly remediate nitrification as soon as it is discovered.

Nitrification usually occurs when water temperatures are warmer and water usage is low. To mitigate the possibility of nitrification, the City seeks to cycle water in the reservoir tanks, reduce the age of the water stored by keeping water moving through the system, and reduce the volume of water stored in reservoirs during extended periods of low water demand.

Understanding that nitrification may occur at any time when chloramines are used to treat water, the Department of Public Works recommended the implementation of a residual control system (RCS). This system includes the chemical feed system, water quality station, and smart controller as a longer-term strategy at the City's largest reservoir, the Charter Oak site.

On August 16, 2016, the City Council adopted Resolution No. 16-7508 for the RCS at the Charter Oak Reservoir Site Emergency Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors and vendors to respond to the emergency condition at the Charter Oak Reservoir Site.

On September 6, 2016, the City Council adopted Resolution No. 16-7516 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On September 20, 2016, the City Council adopted Resolution No. 16-7522 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On October 4, 2016, the City Council adopted Resolution No. 16-7535 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On October 18, 2016, the City Council adopted Resolution No. 16-7539 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and approved Change Order No. 1 to furnish a temporary RCS rental unit, including trailer delivery, one month rental fee, and installation of trailer and mixer, increasing the contract cost with Doane and Hartwig Water Systems, Inc. by \$8,500, from \$126,000 to \$134,500. The City Council also authorized the Interim City Manager to execute Change Order No 1.

On November 1, 2016, the City Council adopted Resolution No. 16-7549 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On November 15, 2016, the City Council adopted Resolution No. 16-7553 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On December 6, 2016, the City Council adopted Resolution No. 16-7563 confirming the continued existence of the emergency condition for the RCS at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code, Resolution No. 16-7567 amending the FY 2017 Capital Improvement Budget to increase funding for RCS at Charter Oak Site, and approved Change Order No. 2 to retain the temporary RCS rental unit for an additional one month period through January 3, 2017, increasing the contract cost with Doane and Hartwig Water Systems Inc. by \$5,500, from \$134,500 to \$140,000. The City Council also authorized the Interim City Manager to execute Change Order No. 2 and the First Amendment to Professional Services Agreement with Doane and Hartwig Water Systems, Inc.

Public Contracts Code Section 22050 requires a governing body that takes action pursuant to subdivision (a) of that Section to review the Emergency action at its next regularly scheduled meeting, and by four-fifths vote, determine that there is a need to continue the action. Adoption of Resolution No. 16-7572 will confirm the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

#### **DISCUSSION:**

The City Council's adoption of Resolution No. 16-7508 on August 16, 2016 made the findings needed to allow the City Manager to immediately retain the services necessary for the RCS unit at the Charter Oak Reservoir Site, pursuant to the Public Contracts Code Sections 20168 and 22050. The City retained services, without competitive bidding, with Doane and Hartwig Water Systems, Inc. to provide an RCS System. This system includes the Chemical Feed System, Water Quality Station, and Smart Controller, and Control Automation Design, Inc. to complete the proper configuration and installation of the SCADA system.

On August 23, 2016, Public Works staff met with CIC and James Ko, Associate Sanitary Engineer, from the State Water Resources Control Board, Division of Drinking Water (SWRCB), and discussed the 1) importance of developing a relationship with the City's assigned engineer; 2) symptoms of nitrification occurring at the Charter Oak Reservoir site; 3) RCS project, approved by the City Council on August 16, 2016; and 4) to discern if there are any modifications required to the City's operating permit.

On September 20, 2016, the City and CIC representatives had a follow-up meeting with Mr. Ko and reviewed the water quality enhancements that have been made at the Charter Oak Reservoir site through operational treatment methods and the cleaning of Tank No. 4 at the site. Prior to the next meeting with Mr. Ko, scheduled for November 15, 2016, the City is expected to make similar enhancements to the Rancho Simi Reservoir and other reservoir sites. This can be accomplished through tank operational adjustments, tank cleaning, and/or chemical treatment.

From October 4, 2016 to October 12, 2016, the City partnered with Rowland Water District for technical assistance in addressing the challenges inherent with chloramination through the use of an RCS system. Rowland Water District assisted the City of Covina with the provision of a mobile RCS unit and qualified personnel to enhance the water quality and address the symptoms of nitrification at the Rancho Simi Reservoir. Rowland Water District is one of a number of local agencies using RCS technology and had found it to be a proven methodology to mitigate the symptoms of nitrification in its water system.

On October 24, 2016, Doane and Hartwig Water Systems, Inc., the supplier of the RCS unit the City is purchasing, furnished the temporary RCS rental unit, pursuant to Change Order No. 1, approved by the City Council on October 18, 2016.

On October 26, 2016, City and CIC personnel performed chlorination treatment in Tank No. 2, at the Charter Oak Reservoir Site, to increase chlorine residuals. Water quality testing conducted after the treatment reflects an increase in the chlorine residual level. On November 1, 2016, similar treatment was conducted in Tank No. 3 with the same results. The chemical treatment performed on both tanks is within the parameters provided by Mr. Ko at the September 20, 2016 meeting.

On November 7, 2016, Doane and Hartwig Water Systems, Inc. trained City and CIC personnel on the use of the temporary, rental RCS unit. The City and CIC representatives subsequently implemented the RCS unit and initiated chemical dosing at the Rancho Simi Reservoir site.

On November 15, 2016, the City and CIC representatives had a follow-up meeting with Mr. Ko to review the water quality enhancements that have been made at the Charter Oak, Rancho Simi, and Rancho La Merced Reservoir sites, and the City's distribution system waterline flushing program. Mr. Ko indicated he is satisfied with the City's efforts to enhance water quality and cited the following beneficial steps:

- Purchase of the mobile Residual Control System (RCS) unit, as approved by the City Council on August 16, 2016;
- Installation of the PAX Mixer at the Rancho La Merced Reservoir, as approved by the City Council on October 4, 2016;
- Partnering with Rowland Water District for technical assistance and use of the District's RCS system. Rowland Water District assisted the City of Covina with the provision of a mobile RCS unit and qualified personnel at the Rancho Simi Reservoir, from October 4, 2016 to October 12, 2016;
- Rental of a temporary RCS rental unit, furnished by Doane and Hartwig Water Systems, Inc., as approved by the City Council on October 18, 2016;
- Comprehensive training being provided by CIC for two City employees in the areas of water pump operations and distribution system sampling;
- Initial implementation of the City's re-focused distribution system line flushing program; and
- Hiring of Bill Pecs, Interim Water Services Supervisor, as authorized by the City Council on November 1, 2016.



RCS System/Temporary RCS Rental Unit (including additional one month rental of temporary RCS unit) – Doane & Hartwig Water Systems Inc.	\$140,000
SCADA Programming/Interface – Control Automation Design)	\$25,000
Contingency Allowance	\$0
Contract Administration/Inspection	\$2,000
<b>Total Fiscal Impact</b>	<b>\$167,000</b>

The following table presents a summary of the sources of funds:

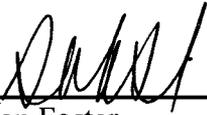
Water Capital Improvement budget (Account No. 6011-5080-55410-W1709)	\$163,000
Supplemental Appropriation from Water Capital Improvement Fund Balance (Resolution No. 16-7567)	\$4,000
<b>Total Sources</b>	<b>\$167,000</b>

The proposed project has no General Fund impact.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

This project has been determined to be categorically exempt under CEQA in accordance with Section 15301(b) Existing Facilities (Class 1). The project involves negligible or no expansion of an existing use.

Respectfully submitted,

  
 \_\_\_\_\_  
 Siobhan Foster  
 Director of Public Works

**ATTACHMENTS:**

Attachment A: Resolution 16-7572

**RESOLUTION NO. 16-7572**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION FOR THE RESIDUAL CONTROL SYSTEM AT THE CHARTER OAK RESERVOIR SITE EMERGENCY PROJECT, PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE**

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

**WHEREAS**, the City endeavors to provide safe and reliable public facilities for public use; and

**WHEREAS**, from time-to-time City facilities will experience unexpected failure, stress, or damage in the course of routine operations; and

**WHEREAS**, the resolution of any unexpected failure, stress, or damage may occur at times when the competitive bidding process is not possible in order to bring a swift resolution to the interruption of regular services, requiring that the City contract with vendors who are most readily and reasonably available to address the urgent situation; and

**WHEREAS**, The City of Covina has identified that the Charter Oak Reservoir Site, which includes four (4) reservoirs, is in need of immediate action. Since Covina’s water suppliers began supplying the City with chloramine-only treated water in May 2015, the City has been mindful that the water system may experience nitrification in its water supply since nitrites are a byproduct of chloramines. In mid-July 2016, due in part to a series of field tests performed by Covina Irrigating Company (CIC), the City became aware that the Charter Oak reservoirs are experiencing symptoms of nitrification, which require immediate action as nitrification can degrade a distribution system’s water quality and negatively affect regulatory compliance, leading to potential health and safety concerns. Residual Control System (RCS) technology coupled with operational methods, such as regularly circulating the water in the Charter Oak reservoirs, are best management practices (BMPs) for mitigating the symptoms of nitrification. The combination of technological and operational treatment methods in a timely manner is necessary to safeguard the City’s water supply. As a result, the Department of Public Works recommends the immediate procurement and implementation of an RCS system at the Charter Oak site as an emergency action, including the chemical feed system, water quality station, and smart controller; and

**WHEREAS**, on August 16, 2016, the Covina City Council adopted Resolution No. 16-7508 declaring an emergency condition and declaring that the public interest and necessity requires certain work to be performed without competitive bidding pursuant to California Public Contract Code Sections 20168 and 22050; and

**WHEREAS**, under Section 22050 of the California Public Contract Code “ a public agency pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;” and

**WHEREAS**, the City Manager immediately retained the services necessary to remediate the Charter Oak Reservoir Site, without competitive bidding, including Doane and Hartwig Water Systems, Inc. to provide an RCS System, which includes the Chemical Feed System, Water Quality Station, and Smart Controller, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system; and

**WHEREAS**, the schedule for the RCS at the Charter Oak Reservoir Site Emergency Project runs tentatively from mid-August 2016 through project completion estimated to occur by the end of January 2017; and

**WHEREAS**, on September 6, 2016 the Covina City Council adopted Resolution No. 16-7516 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

**WHEREAS**, on September 20, 2016 the Covina City Council adopted Resolution No. 16-7522 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

**WHEREAS**, on October 4, 2016 the Covina City Council adopted Resolution No. 16-7535 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

**WHEREAS**, on October 18, 2016 the Covina City Council adopted Resolution No. 16-7539 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

**WHEREAS**, on November 1, 2016 the Covina City Council adopted Resolution No. 16-7549 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

**WHEREAS**, on November 15, 2016 the Covina City Council adopted Resolution No. 16-7553 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

**WHEREAS**, on December 6, 2016 the Covina City Council adopted Resolution No. 16-7563 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

**WHEREAS**, California Public Contract Code Section 22050, subdivision (c) provides that “If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and ...at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, and there is a need to continue the action;” and

**WHEREAS**, Resolution No. 16-7572 constitutes action specified in subdivision (a) of California Public Contract Code Section 22050; and

**WHEREAS**, the RCS at the Charter Oak Site Emergency Project is ongoing.

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

**SECTION 1.** The City Council hereby reviews the emergency action approved in City Council Resolution No. 16-7508 for the Charter Oak Reservoir Site – Residual Control System pursuant to California Public Contract Code Section 22050.

**SECTION 2.** The City Council hereby determines that the emergency action for the Charter Oak Reservoir Site – Residual Control System needs to continue through project completion estimated to occur by the end of January 2017 in order to respond to the emergency pursuant to California Contract Code Section 22050.

**SECTION 3.** Such action shall be reviewed by the City Council at subsequent regular meetings to determine whether there is a need to further continue the action.

**SECTION 4.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 20<sup>th</sup> day of December, 2016.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7572 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 5

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- MEETING DATE:** December 20, 2016
- TITLE:** City Hall Access System, Project No. 1404 – Final Acceptance and Filing Notice of Completion
- PRESENTED BY:** Siobhan Foster, Director of Public Works
- RECOMMENDATION:**
- 1) Accept the work performed by Enterprise Security, Inc. in the amount of \$195,869.99; and
  - 2) Authorize the City Clerk to file a Notice of Completion for the City Hall Access System, Project No. 1404.
- 

### **BACKGROUND:**

On April 3, 2012 and following a formal bid process conducted in accordance with Covina Municipal Code (CMC) Sections 2.20.090 (Formal Bid Procedure – Generally) and 2.20.100 (Notice Inviting Bid), the City Council awarded the Police Department access control system purchase and installation contract to Enterprise Security, Inc. in the amount of \$39,950. The project equipped seventeen access points in both the Police and Fire Department buildings with access control devices and related equipment including the necessary software and programming to manage the movement of personnel throughout the facilities by controlling the level of access for each employee based on areas of responsibility or credential.

The system purchased by the Police Department was designed to be expandable to include additional entry points within the Police and Fire Department buildings and other City facilities. In the wake of incidents of workplace violence throughout the nation and the desire to enhance safety at City facilities and ensure patrons and employees with adequate and accessible ingress and egress options, the Police and Public Works Departments engaged Enterprise Security, Inc. in December 2015 to review City Hall access and security.

On March 1, 2016, the City Council adopted Resolution No. 16-7465 appropriating \$206,000 from the Liability Fund balance to the FY 2016 Budget and allocated the funds to the City Hall Access System Project for the design, installation, and maintenance of the comprehensive and integrated City Hall Access and Security System. The City Council also authorized the award of a Professional Services Agreement to Enterprise Security, Inc. in accordance with CMC Section 2.20.080 (Bidding – Required – Exceptions), Subsection B, to design, install, and maintain the comprehensive and integrated City Hall Access and Security System in an amount not-to-exceed \$195,870. CMC Section 2.20.080 (Bidding – Required – Exceptions), Subsection B, allows procurement by noncompetitive proposals when the supply, service, or equipment is available from only one source.

In addition, CMC Section 2.20.175 (Purchase – Professional and Specialized Services) recognizes that some professional services are so specialized that procurement of such services by competitive means is not necessary or in the City’s best interest. In this case, the required services involved the design and installation of a complex and specialized access and security system. Based on its previous installation at the City’s Police Department, Enterprise Security Inc., has demonstrated its competence and experience when installing such specialized access and security systems.

The City Hall Access System Project is a comprehensive access control and security system that equipped nineteen access points with a combination of access control devices, door hardware, and automatic door operators to provide an enhanced level of access control and security to City Hall, while providing patrons and employees with adequate and accessible ingress and egress options. The comprehensive access control and security system is compatible with the existing system in use at the Police and Fire Department Buildings through a customized integration to facilitate the management of employee access at City Hall and the Police and Fire Department buildings through the use of one software system.

**DISCUSSION:**

On March 29, 2016, the City Engineer issued the Notice to Proceed for the City Hall Access System, Project No. 1404, notifying the contractor to commence work on the referenced contract on or before March 29, 2016, with a completion date of May 20, 2016. The project was postponed due to unexpected manufacturing and shipping delays associated with door hardware. The contractor substantially completed the project on November 18, 2016.

The project was completed approximately \$10,130 under budget. The City did not have to utilize contract electrician services as initially anticipated.

**FISCAL IMPACT:**

The estimated cost of the City Hall Access System Project, as approved by the City Council on March 1, 2016, was \$206,000. Adoption of Resolution No. 16-7465 by the City Council appropriated \$206,000 in funding from the Liability Fund balance. Sufficient Liability Fund monies were available in the FY 2016 Department of Public Works budget (Account No. 7370-0930-51990-1404).

The following table represents the initial project summary:

Base Bid (Enterprise Security, Inc.)	\$195,870.00
Electrician Services	\$10,130.00
<b>Total Fiscal Impact</b>	<b>\$206,000.00</b>

The following table presents a summary of available sources of funds for the project:

Liability Fund Balance – Resolution No. 16-7465, initial appropriation (Account No. 7370-0930-51990-1404)	\$206,000.00
<b>Total Sources</b>	<b>\$206,000.00</b>

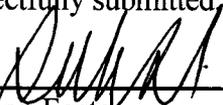
The total project cost is \$195,869.99 as outlined below in the final project summary:

Base Bid (Enterprise Security, Inc.)	\$195,869.99
Electrician Services	\$0.00
<b>Total Fiscal Impact</b>	<b>\$195,869.99</b>

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

This project has been determined to be categorically exempt under CEQA in accordance with Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The City Hall Access System Project will not result in any significant effect on the environment.

Respectfully submitted,

  
\_\_\_\_\_

Siobhan Foster

Director of Public Works

**ATTACHMENTS:**

Attachment A: Notice of Completion

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

**NAME** City of Covina  
**STREET ADDRESS** 125 E College Street  
**CITY** Covina  
**STATE** CA  
**ZIP CODE** 91723

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)  
Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is The City of Covina
3. The full address of the owner is 125 E College Street, Covina, CA 91723
4. The nature of the interest or estate of the owner is: In fee

(If other than Fee, strike "in fee" and insert, for example, "purchaser under contract of purchase", or "Lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

**NAMES**

**ADDRESSES**

6. The full names and full addresses of all the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

**NAMES**

**ADDRESSES**

7. A work of improvement on the property hereinafter described was completed on: November 18, 2016 The work done was: City Hall Access System Project

8. The names of the contractor, if any, for such work improvement was:  
Enterprise Security, Inc.

March 29, 2016

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed in the City of: Covina  
County of Los Angeles, State of CA, and is described as follows: installation of comprehensive access control devices, door hardware, and automatic door operators to provide extra security to City Hall

10. The street address of said property is 125 E College Street, Covina, CA 91723

(If no street address has been officially signed, insert "None".)

Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

**VERIFICATION**

I, the undersigned, say I am the City Engineer The declarant of the foregoing Notice of Completion  
(President of Manager of Partner of Owner of)

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: December 1 2016 at Covina California

  
(Personal signature of the individual of the individual who is swearing that the contents of the Notice of Completion are true.)



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 6

**MEETING DATE:** December 20, 2016

**TITLE:** Fourth Amendment to Contract with Computer Service Company for Traffic Signal Maintenance and **Resolution No. 16-7581** to Amend the FY 2017 Operating Budget to Increase Funding for Traffic Signal Maintenance Contract by \$6,000

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:**

- 1) Authorize the Interim City Manager to execute the attached Fourth Amendment to Contract for Traffic Signal Maintenance with Computer Service Company; and
- 2) Adopt Resolution No. 16-7581 to amend the FY 2017 Operating Budget to increase funding for traffic signal maintenance by \$6,000 for the replacement of a new streetlight pole at the address location of 742 W. Cypress Street and appropriate the necessary funds from the State Gas Tax Fund balance.

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### **BACKGROUND:**

On July 6, 2010 and following the completion of a formal bid process, the City Council awarded a three-year contract for Traffic Signal Maintenance with Computer Service Company (CSC) through August 2013. The contract was awarded to CSC, as the lowest responsible and responsive bidder, in the base amount of \$37,800. Pursuant to the initial scope of services, CSC provides routine preventative maintenance of traffic signals at 50 locations and safety lighting systems at 42 locations.

On September 3, 2013, the City Council approved a First Amendment to Traffic Signal Maintenance Agreement for a not-to-exceed compensation amount of \$170,000 per fiscal year. Pursuant to the initial contract terms and conditions, the contract allows the City Council to extend the contract for two additional twenty-four month terms by written amendment.

On September 15, 2015, the City Council approved a Second Amendment to Contract for Traffic Signal Maintenance with CSC to extend the contract through June 30, 2016, and modify the rates in the compensation schedule for fiscal year 2015-16, to reflect an increase by the Consumer Price Index (CPI), all Urban Consumers, for the Los Angeles-Long Beach-Anaheim Metropolitan Area, for the 12-month period preceding the date of the Second Amendment. The compensation for the ten month contract extension was \$200,000.

On June 21, 2016, the City Council approved the Third Amendment to Contract for Traffic Signal Maintenance with CSC through December 31, 2016, for a not-to-exceed amount of \$75,000.

**DISCUSSION:**

CSC currently provides specialized maintenance and repair services for the City’s traffic signals, pedestrian signals, and street lighting in the public right-of-way and on City property. The City is responsible for the operation and maintenance of 50 signalized intersection and 42 safety lighting systems. The proper maintenance and repair of traffic signals within the City are essential to the safety of motorists, bicyclists, and pedestrians. CSC is currently under a six month contract amendment that expires December 31, 2016.

Periodically, there is also a need for emergency repair traffic and streetlight services that are not covered under the existing traffic signal maintenance services provided by CSC. The need for the replacement of the streetlight pole that was hit during a traffic accident on November 13, 2016 at the address location of 742 W. Cypress Street between Azusa Avenue and Elspeth Street is one such example.

The Department of Public Works is in the process of initiating the formal bidding process for Traffic Signal and Streetlight Maintenance Services, with the goal of having the new contract effective at the start of the new fiscal year, on July 1, 2017. Once the Notice Inviting Bids (NIB) is finalized, the bid opportunity will be advertised for a minimum of two consecutive weeks in accordance with the requirements of Public Contracts Code Section 10140.

The tentative timeline for the formal bidding process is outlined below.

Milestone	Date
Release NIB	January 4, 2017
Bid opening	February 1, 2017
Bid evaluation/reference checks	February 2 to February 28, 2017
Prepare contract/agenda report	March 1 to March 30, 2017
Obtain signatures on contract/insurance	March 31 to April 30, 2017
Consideration of bid award by City Council	May 23, 2017
Effective date of new contract	July 1, 2017

To prevent discontinuity of traffic signal maintenance services in the interim, the Department of Public Works recommends that the City Council authorize the Interim City Manager to execute the attached Fourth Amendment to Contract for Traffic Signal Maintenance with CSC to extend the contract term through June 30, 2017. The proposed contract amendment will retain the current rates and not be adjusted for any fluctuations in the Consumer Price Index (CPI) during the six month term. The proposed Fourth Amendment would also increase the Contract compensation by \$63,250, for a new total contract in an amount not-to-exceed \$138,250 for existing and additional services.

Granting authorization to the Interim City Manager to execute the proposed Fourth Amendment to Contract for Traffic Signal Maintenance will allow the Department of Public Works to competitively bid traffic signal maintenance services, as required by Chapter 2.20.090 (Formal bid procedure – Generally) of the Covina Municipal Code, while ensuring that the City continues to receive quality service from an existing provider that is experienced in providing specialized maintenance and repair services for the City’s traffic signals, pedestrian signals, and street lighting in the public right-of-way and on City property.

**FISCAL IMPACT:**

The fiscal impact associated with the Fourth Amendment to Contract for Traffic Signal Maintenance with CSC from July 1, 2016 through June 30, 2017, is an amount not-to-exceed \$138,250, as outlined below. This includes \$132,250 for existing services through June 30, 2017 and a

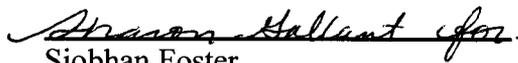
supplemental appropriation of \$6,000 from available State Gas Tax Fund balance to replace a streetlight pole that was hit during a traffic accident on November 13, 2016 at the address location of 742 W. Cypress Street between Azusa Avenue and Elspeth Street. The appropriation will require the transfer of \$6,000 from the Gas Tax Fund to the General Fund by increasing account no. 2300-2350-58235 by \$6,000 and decreasing account no. 1010-0900-58221 by \$6,000. Additionally, an appropriation to account no. 1010-2350-52418 in the amount of \$6,000 is needed to fund the replacement of the pole that was hit. This is cost neutral to the general fund.

Description	Funding Source	Total (\$)
Traffic Signal Maintenance	General Fund, Traffic Control Maintenance Account No. 1010-2350-52418	132,250
	Additional appropriation Account N. 1010-2350-52418	6,000
Replace Streetlight Pole at 742 W. Cypress Street	State Gas Tax Fund, Traffic Control (supplemental appropriation) Account No. 2300-2350-58235	6,000
	Gas Tax Transfer Account No. 1010-0900-58221	-6,000
<b>Total</b>		<b>138,250</b>

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Fourth Amendment to Contract for Traffic Signal Maintenance with CSC will not result in any significant effect on the environment.

Respectfully submitted,

  
Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

- Attachment A: Fourth Amendment to Contract with Computer Services Company
- Attachment B: Resolution No. 16-7581

Note: Copies of previous staff reports and contract amendments are available in the City Clerk's office at City Hall.

**FOURTH AMENDMENT TO CONTRACT BETWEEN THE CITY OF COVINA AND  
COMPUTER SERVICE COMPANY  
FOR TRAFFIC SIGNAL MAINTENANCE**

This Fourth Amendment to the July 12, 2010 Contract for Traffic Signal Maintenance in the City of Covina (“Contract”) between the City of Covina, a California municipal corporation (“City”) and Computer Service Company, a California corporation (“Contractor”), is dated and effective December 20, 2016, and is between City and Contractor.

**RECITALS**

A. City and Contractor entered into the Contract for Contractor’s performance of traffic signal maintenance on City-owned and operated traffic signal system.

B. The parties amended the Contract on September 3, 2013, to extend the term of the contract for an additional twenty-four (24) months to September 1, 2015 (“First Amendment”).

C. The parties amended the Contract on September 15, 2015, to extend the term of the contract for an additional ten (10) months to June 30, 2016 (“Second Amendment”).

D. The parties amended the Contract on July 1, 2016, to extend the term of the contract for an additional six (6) months to December 31, 2016 (“Third Amendment”).

E. Article VIII of the Contract provides that City and Contractor may extend the Contract, by written amendment to the Contract, up to a maximum of twenty-four (24) months per extension, not to exceed two (2) extensions.

F. The parties desire to further amend the Contract in accordance with Article VIII, to extend the term of the contract through June 30, 2017, at the same rates set forth in the rate schedule in Section 3 of the Second Amendment.

G. The parties agree that the total compensation to Computer Service Company for the period of July 1, 2016 to June 30, 2017 shall not exceed One Hundred Thirty-Eight Thousand Two Hundred Fifty Dollars (\$138,250).

The parties therefore agree as follows:

Section 1. In accordance with Article III (Payment) of the Contract, the parties agree that the total compensation to Computer Service Company for the period of July 1, 2016 to June 30, 2017 shall not exceed One Hundred Thirty-Eight Thousand Two Hundred Fifty Dollars (\$138,250).

Section 2. Paragraph C of Article VII (“Suspension/Termination”) of the Contract is hereby amended to read as follows:

“C. The effective termination of this Contract, unless otherwise determined by the City, shall be 11:59 p.m. on June 30, 2017.”

**Section 3.** Except as expressly modified or supplemented by this Fourth Amendment, all of the provisions of the Contract, as amended by the First, Second, and Third Amendment, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Fourth Amendment and the provisions of the Contract, First Amendment, Second Amendment, or the Third Amendment, the provisions of the Fourth Amendment shall control.

The parties are signing this Fourth Amendment as of the date stated in the introductory clause:

City:

City of Covina,  
a California municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

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

Name: Sharon F. Clark

Title: Chief Deputy City Clerk

Contractor:

Computer Service Company,  
a California Corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)*

APPROVED AS TO FORM:

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

Name: Candice K. Lee

Title: City Attorney

**RESOLUTION NO. 16-7581**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2017 OPERATING BUDGET TO REFLECT AN APPROPRIATION OF \$6,000 FROM AVAILABLE STATE GAX TAX FUND BALANCE AND TO TRANSFER \$6,000 TO THE GENERAL FUND TO INCREASE FUNDING FOR THE TRAFFIC SIGNAL MAINTENANCE CONTRACT WITH COMPUTER SERVICE COMPANY.**

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

**WHEREAS**, on July 19, 2016, the City Council adopted Resolution No. 16-7503 approving the Fiscal Year Operating Budget; and

**WHEREAS**, the approved Fiscal Year 2017 Operating Budget is in accordance with all applicable ordinances of the City and all applicable statues of the State; and

**WHEREAS**, the reallocation of the appropriations between departmental activities may be made by the City Manager and amendments (increases/decreases) to the adopted 2017 Capital Improvement Program budget shall be by approval and Resolution of the City Council; and

**WHEREAS**, the approved Fiscal Year 2017 Operating Budget includes \$132,250 for the Traffic Signal Maintenance Contract with Computer Service Company; and

**WHEREAS**, on July 6, 2010, the City Council awarded a Contract with Computer Service Company for Traffic Signal Maintenance; and

**WHEREAS**, on September 3, 2013, the City Council approved the First Amendment to Traffic Signal Maintenance Agreement with Computer Service Company for Traffic Signal Maintenance, extending the term of the Contract through September 1, 2015; and

**WHEREAS**, on September 15, 2015, the City Council approved the Second Amendment to Contract with Computer Service Company for Traffic Signal Maintenance, extending the term of the Contract through June 30, 2016; and

**WHEREAS**, on June 21, 2016, the City Council approved the Third Amendment to Contract with Computer Service Company for Traffic Signal Maintenance, extending the term of the contract through December 31, 2016; and

**WHEREAS**, the City of Covina wishes to expand the scope of services with Computer Service Company to include on- call emergency traffic signal repairs in the amount of \$6,000 for FY 2017 for the replacement of the streetlight pole at the address location of 742 W. Cypress Street between Azusa Avenue and Elspeth Street; and

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

**SECTION 1.** Amend the Fiscal Year 2017 Operating Budget as follows: Increase funding for the Traffic Signal Maintenance Contract with Computer Service Company and appropriate \$6,000 from available State Gas Tax Fund balance to the Traffic Signal Maintenance Contract with Computer Service Company for the replacement of the streetlight pole at the address location of 742 W. Cypress Street between Azusa Avenue and Elspeth Street. The appropriation will require the transfer of \$6,000 from the Gas Tax Fund to the General Fund by increasing account no. 2300-2350-58235 by \$6,000 and decreasing account no. 1010-0900-58221 by \$6,000. Additionally, an appropriation to account no. 1010-2350-52418 in the amount of \$6,000 is needed to fund the replacement of the pole that was hit.

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 20<sup>th</sup> day of December, 2016.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7581 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 7

**MEETING DATE:** December 20, 2016

**TITLE:** Third Amendment to Professional Services Agreement with Covina Irrigating Company for Water System and Water Quality Consulting Services and Adoption of **Resolution No. 16-7580** to Amend the FY 2017 Operating Budget by \$52,000 to Provide Funding for the Third Amendment to Professional Services Agreement with Covina Irrigating Company

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:**

- 1) Authorize the Interim City Manager to execute the attached Third Amendment to Professional Services Agreement with Covina Irrigating Company for water system and water quality consulting services; and
- 2) Adopt Resolution No. 16-7580 to amend the FY 2017 Operating Budget to increase funding for the Water Administration consulting services by \$52,000 for the Third Amendment to Professional Services Agreement with Covina Irrigating Company and appropriate the necessary funds from Water Utility Administration fund balance.

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**BACKGROUND:**

On June 21, 2016, the City Council authorized the Interim City Manager to execute a Professional Services Agreement with Covina Irrigating Company (CIC) for water system and water quality consulting services. The Water Division of the Department of Public Works was in a transitional period with the recent and anticipated retirements of high-level, seasoned, long-tenured employees. At that time, the Division had experienced the departure of a Water Crew Leader and Water Pump Operator and additional retirements are anticipated during FY 2017.

The purpose of the Professional Services Agreement was to ensure the continued effective and efficient operation of the water system, in accordance with the requirements of the City's Water Supply Permit (Permit #04-07-15P-013), issued by the State Water Resources Control Board, Division of Drinking Water (SWRCB) on January 20, 2016, while allowing the City to recruit to fill key vacancies and bridge the transitional period referenced above.

The City of Covina distribution system is classified as a Level 4 water system. In order to operate a Level 4 water system, the chief operator must possess at a minimum, a Distribution Operator 4 certification and shift operators must possess a Distribution Operator Class 3 certification. No certified Treatment Operators certifications are required, as the City itself does not treat its water.

In developing the transition plan for the Water Division, two needs were identified as paramount. First, the City's Water Division must have appropriately certified personnel available to comply with the Water Supply Permit for operators. Second, familiarity with the City's water system was advantageous, as it allowed the supporting agency to come in and hit the ground running. To this end, the Department of Public Works, with the concurrence of the City Manager, reached out to CIC to ascertain its interest in providing professional services to assist the City's Water Division during the transitional period.

Covina Municipal Code Section 2.20.175 (Purchase – Professional and Specialized Services) recognizes that some professional services are so specialized that procurement of such services by competitive means is not necessary or in the City's best interest. In this case, the availability of appropriately certified personnel familiar with the City's water system was critical.

CIC's longstanding role as the City's largest water supplier, its immediate proximity to the City's water system, and familiarity with the City's system, made the company uniquely qualified to provide the necessary assistance. By treating and supplying the majority of the City's water supply and providing technical expertise to the City on an ongoing basis, CIC personnel have a thorough understanding of the City's water quality and have learned intimately over the years how the City's water system operates. Adding to this familiarity was the fact that CIC provided technical expertise to the City as it related to water quality inquiries from regulatory agencies on a limited basis between 2001 and 2015.

In terms of appropriately certified personnel, CIC has two personnel who possess Distribution Operator 5 and Treatment Operator 5 certifications and one employee with a Distribution Operator 4 and Treatment Operator 4 certification. This exceeds operator certification requirements of the Water Supply Permit.

Following the City's overture, CIC expressed an interest in assisting the City's Water Division for a limited period of time. With the City Manager's concurrence, the Department of Public Works initiated negotiations with CIC to develop a scope of services to meet the needs identified in the transition plan.

To that end, the approved Professional Services Agreement with CIC for water system and water quality consulting services was for an amount not-to-exceed \$55,000. The Scope of Services is comprised of two components. One is a fixed fee component of \$7,500/month that provides for general supervision of field personnel and water supply and quality monitoring by a qualified treatment/distribution operator. This encompasses system monitoring and adjustments as necessary and after hours, on-call standby services for response to operational issues.

The Scope of Services also provides for the provision of services on an as needed basis, subject to the hourly rates contained in the Approved Fee Schedule. Such services may include operations oversight, emergency field responses, water quality compliance, capital improvement program management coordination, grant application, award servicing, and compliance, as detailed in the Scope of Services contained in Exhibit B of the Agreement.

As originally planned, CIC commenced services on July 13, 2016, a date mutually acceptable to both parties. The goal of this contractual arrangement was for the City to effectively weather the transition of personnel and emerge with a fully functioning, self-reliant Water Division comprised of a sufficient number of appropriately certified and trained personnel within approximately six months' time. Due to numerous reasons, this did not materialize in the planned time frame.

On July 19, 2016, the City Council authorized the Interim City Manager to execute the First Amendment to Professional Services Agreement with CIC for water system and water quality consulting services. The First Amendment added a D3/T3 certified operator to the Approved Fee Schedule. Since CIC is assisting/providing the City with water pumping operations, there are times when this appropriately certified employee is involved in the support of City pumping operations and as such, needed to be included in the Approved Fee Schedule.

On October 18, 2016, the City Council authorized the Interim City Manager to execute the Second Amendment to Professional Services Agreement with CIC to extend the term of the agreement through January 17, 2017 and increase the compensation by \$65,000, for a new total agreement not to exceed \$120,000. This compensation level includes an increase of \$1,000 for reimbursable expenses, to an amount not to exceed \$1,500. Reimbursable expenses are associated with the purchase of sampling cartridges used for real time water quality testing and chemical analyses.

The need for the Second Amendment was largely precipitated by the departure of the City's only Water Pump Operator on September 15, 2016, at which time CIC had to assume full responsibility for the City's pumping operations. CIC has previously been providing half of the City's pump operation services, including routine system rounds, water quality sampling, and 24-hour monitoring of the City's Supervisory Control and Data Acquisition (SCADA) system. The SCADA system is the remote monitoring and control system that allows system operators to observe and adjust water levels as needed to ensure adequate water supplies to meet customer demand.

#### **DISCUSSION:**

While the Department of Public Works remains committed to effectively weathering the transition of personnel and emerging with a fully functioning, self-reliant Water Division comprised of a sufficient number of appropriately certified and trained personnel, the transition period envisioned when developing the Professional Services Agreement with CIC has been more profound and extended than initially anticipated. A detailed description of that subject was provided in the Agenda Report, Item CC 10, at the October 18, 2016 City Council Meeting, when the City Council approved the Second Amendment to Professional Services Agreement with CIC to extend the term of the Agreement through January 17, 2017 and increase the compensation to a total not-to-exceed amount of \$120,000.

At this juncture, the Department of Public Works recommends the City Council approve the proposed Third Amendment to Professional Services Agreement with CIC to increase the compensation by \$52,000, for a new total agreement amount not-to-exceed \$172,000. This proposed compensation level includes an increase of \$2,000 for reimbursable expenses, to an amount not-to-exceed \$3,500. Reimbursable expenses are associated with the purchase of sampling cartridges used for real time water quality testing, chemical analyses, and miscellaneous supplies for water production facilities.

The fundamental reasons that CIC involvement has been more intense and broader in scope than originally anticipated are: 1) greater turnover of staff than expected; 2) the need to work with the SWRCB to manage the water quality challenges inherent with chloramination; 3) difficulty filling key vacancies; 4) continuing provision of City pumping operations on a full-time basis; and 5) greater scope of services to develop and deliver water operator training to two new City employees.

When the City's only Water Pump Operator left City employment on September 15, 2016 to accept a position with the City of Scottsdale, Arizona, CIC had to assume full responsibility for the City's pumping operations. With this change in staffing, CIC's level of involvement in this transitional

effort became far greater than originally envisioned, as CIC had to take on the full-time operation and management of the City's water system. In addition to the increase from half-time to full-time to operate the water system, CIC also assumed responsibility for development and implementation of a comprehensive training program for the new City staff hired to operate the water system.

Management has acted on the most critical vacancies, which are the Water Pump Operator positions. This classification is named in the City's Water Supply Permit and requires a Distribution Operator Class 3 certification. Water Pump Operators are responsible for the 24-hour/day operation of the City's storage tanks, pumping, and water quality monitoring to ensure compliance with federal and state drinking water standards.

With the hiring of one Water Pump Operator on October 31, 2016 and management's decision to train one newly hired Water Worker, who passed the Distribution Operator Class 3 certification examination, as a second Water Pump Operator, CIC was tasked with establishing training plans and delivery of that training for the new staff in the discipline of water system operation. This is a priority as the Water Pump Operators are key positions to make an effective transition of the water system operation.

As of December 12, 2016, the two Water Pump Operator positions are filled as previously described, one Water Worker was hired and started employment with the City on December 12, 2016, and Water Crew Leader interviews are scheduled for December 15, 2016. This reduces the number of vacant positions from seven in mid-September to three positions, including:

- 1 Water Foreman (*incumbent retiring on December 15, 2016*)
- 1 Water Crew Leader
- 1 Water Pump Operator

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- 3 Vacancies

*Note - Water Services Supervisor returned from a leave of absence on December 8, 2016.*

Additionally, William Pecsí started employment with the City as Interim Water Services Supervisor on November 14, 2016, to backfill that key position, as it had been vacant for several months due to the incumbent's leave of absence. The Water Services Supervisor returned from leave of absence on December 8, 2016. The Water Foreman subsequently retired on December 15, 2016.

Effective December 6, 2016, Mr. Pecsí began serving as Assistant Public Works Director on an interim basis to support Water Division operations, for a limited duration, up to a maximum of 960 hours in FY 2017. In this capacity, Mr. Pecsí's primary focus is sustaining enhanced water quality, as specified and expected by the SWRCB, and to achieve demonstrable results from the City's re-focused distribution system line flushing program and implementation of the mobile Residual Control System (RCS) unit at the Charter Oak Reservoir site and PAX mixer at the Rancho La Merced Reservoir.

In addition, the proposed Third Amendment to Professional Services Agreement with CIC would also compensate for increased operation and management of the City's water system by CIC beginning September 15, 2016 from part-time to full-time, developing and delivering training programs for bacteriological sampling for the distribution system and water production facilities, and system operations using SCADA.

As of November 28, 2016, the City's Water Pump Operators completed the four-week water system sampling training and the City assumed responsibility for the water system sampling. This was the first step in resuming responsibility for operating the water system. The next step for training is the system operations using SCADA. This training started December 8, 2016 and is scheduled to

conclude January 12, 2017. With the successful completion of the SCADA training for system operations, the City will assume responsibility for pumping operations within the stipulated time frame of January 17, 2017 provided in the CIC contract.

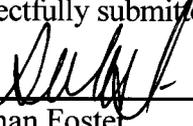
**FISCAL IMPACT:**

The estimated fiscal impact associated with the Third Amendment to Professional Services Agreement with Covina Irrigating Company is \$52,000. Adoption of Resolution 16-7580 would appropriate \$52,000 from available Water Utility Administration Fund balance to Water Administration Consulting (account no. 6010-5000-51005), providing the necessary funding for the Third Amendment.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The actions proposed herein have been reviewed for compliance with the California Environmental Quality Act (CEQA) and are exempt per Section 15061 (b) (3). The actions are covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Third Amendment to Professional Services Agreement with Covina Irrigating Company for water system and water quality consulting services will not result in any significant effect on the environment.

Respectfully submitted,

  
\_\_\_\_\_  
Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

- Attachment A: Proposed Third Amendment to Professional Services Agreement with Covina Irrigating Company
- Attachment B: Resolution No. 16-7580

Note: Previous Agenda Reports and Professional Services Agreement and Amendments with Covina Irrigating Company are on file with the City Clerk's Office.

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND  
COVINA IRRIGATING COMPANY**

**THIS THIRD AMENDMENT** is made and entered into as of December 20, 2016 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Covina Irrigating Company, a California Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Third Amendment is made with respect to the following facts and purposes:

a. On June 21, 2016 the City and Consultant entered into that certain Professional Services Agreement to provide water system and water quality consulting services in the not-to-exceed amount of Fifty-Five Thousand Dollars (\$55,000) (the "maximum compensation").

b. On July 19, 2016, the City and Consultant entered into the First Amendment to that certain Professional Services Agreement to amend Exhibit A ("Approved Fee Schedule") to add the rates of additional Consultant personnel to provide services to the City as set forth in the Agreement.

c. On October 18, 2016, the City and Consultant entered into the Second Amendment to that certain Professional Services Agreement to extend the term of the Agreement to January 17, 2017, increase the compensation in the amount of Sixty-Five Thousand Dollars (\$65,000) for a new total agreement not-to-exceed One Hundred Twenty Thousand Dollars (\$120,000), and increase the reimbursable expenses in the amount of One Thousand Dollars (\$1,000) for a new total reimbursable expenses amount not-to-exceed One Thousand Five Hundred Dollars (\$1,500) as set forth in the Agreement.

d. The parties now desire to increase the compensation in the amount of Fifty Two Thousand Dollars (\$52,000) for a new total agreement amount not-to-exceed One Hundred Seventy Two Thousand Dollars (\$172,000), increase the reimbursable expenses in the amount of Two Thousand Dollars (\$2,000) for a new total reimbursable expenses amount not-to-exceed Three Thousand Five Hundred Dollars (\$3,500), and to amend the Agreement as set forth in this Amendment.

2. Paragraph A of Section 2 of the Agreement entitled "**COMPENSATION**" is hereby amended to read as follows:

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant a sum not-to-exceed One Hundred Seventy Two Thousand Dollars (\$172,000) (the "maximum compensation"), based on the hourly rates and fixed pricing set forth in the Approved Fee Schedule, attached hereto as Exhibit A, and consistent with the Scope of Services, attached hereto as Exhibit B. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

3. Paragraph B of Section 2 of the Agreement entitled "**EXPENSES**" is hereby amended to read as follows:

B. Expenses. City shall only reimburse Consultant for those expenses authorized in writing by the City's representative. In no event shall reimbursable expenses collectively exceed the total sum of Three Thousand Five Hundred Dollars (\$3,500).

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The parties, through their duly authorized representatives, are signing this Third Amendment on the date stated in the introductory clause.

City:

City of Covina,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Sharon F. Clark  
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Candice K. Lee  
Title: City Attorney

Consultant:

Covina Irrigating Company,  
a California Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Two signatures of corporate officers required  
for corporations under Corporations Code  
Section 313, unless corporate documents  
authorize only one person to sign this  
Agreement on behalf of the corporation.)*

**RESOLUTION NO. 16-7580**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2017 OPERATING BUDGET TO REFLECT AN APPROPRIATION OF \$52,000 FROM THE AVAILABLE WATER UTILITY ADMINISTRATION FUND BALANCE TO INCREASE FUNDING FOR THE WATER SYSTEM AND WATER QUALITY CONSULTING SERVICES AGREEMENT WITH COVINA IRRIGATING COMPANY AND INCREASING THE FISCAL YEAR 2017 OPERATING BUDGET (ACCOUNT NO. 6010-5000-51005) IN THE AMOUNT OF \$52,000**

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

**WHEREAS**, the Fiscal Year 2017 Operating Budget was approved on July 19, 2016; and

**WHEREAS**, on July 19, 2016, the City Council adopted Resolution No. 16-7503 approving the City of Covina Budget for July 1, 2016 through June 30, 2017; and

**WHEREAS**, the approved Fiscal Year 2017 Operating Budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

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

**WHEREAS**, the approved Fiscal Year 2017 Water Administration Budget includes \$55,000 for water system and water quality consulting services; and

**WHEREAS**, the Water Division of the Department of Public Works is in a transitional period with the recent and anticipated retirements of high-level, seasoned long-tenured employees and turnover of other employees; and

**WHEREAS**, on June 21, 2016, the City Council authorized the Interim City Manager to execute a Professional Services Agreement with Covina Irrigating Company to provide water system and water quality services in an amount not to exceed \$55,000, including reimbursable expenses not to exceed \$500, with an agreement term running from the effective date through December 20, 2016; and

**WHEREAS**, on July 19, 2016, the City Council authorized the Interim City Manager to execute the First Amendment to Professional Services Agreement with Covina Irrigating Company to add a D3/T3 certified operator to the Approved Fee Schedule. The First Amendment did not alter the compensation value of the Professional Services Agreement; and

**WHEREAS**, on October 18, 2016, the City Council authorized the Interim City Manager to execute the Second Amendment to Professional Services Agreement with Covina Irrigating Company to extend the term of the agreement through January 17, 2017 and increase the compensation by \$65,000, for a new total agreement not-to-exceed \$120,000. This compensation level includes an increase of \$1,000 for reimbursable expenses, to an amount not-to-exceed \$1,500. Reimbursable expenses are associated with the purchase of sampling cartridges used for real time water quality testing and chemical analyses. The City Council adopted Resolution No. 16-7545 to amend the Fiscal Year 2017 Operating Budget to increase funding for Water Administration Consulting by \$65,000 for the Second Amendment to Professional Services Agreement with Covina Irrigating Company and appropriate the necessary funds from the Water Utility Administration fund balance; and

**WHEREAS**, the transitional and training period experienced by the Water Division of the Department of Public Works has been more profound and lengthier than anticipated; and

**WHEREAS**, the Water Division of the Department of Public Works and Covina Irrigating Company have been working with the State Water Resources Control Board, Division of Drinking Water (SWRCB) to address the challenges inherent with chloramination and enhance water quality; and

**WHEREAS**, the Water Division of the Public Works Department wishes to amend the compensation value of the Professional Services Agreement with Covina Irrigating Company to reflect higher utilization of services for the reasons outlined above.

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

**SECTION 1.** Amend the Fiscal Year 2017 Operating Budget as follows: Increase funding for the Professional Services Agreement with Covina Irrigating Company by \$52,000. Appropriate \$52,000 from available Water Utility Administration Fund balance to Water Administration Consulting (account no. 6010-5000-51005).

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 20<sup>th</sup> day of December, 2016.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7580 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

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# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 8

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- MEETING DATE:** December 20, 2016
- TITLE:** Adopt Joint Tax Sharing Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation of Specific Property into Los Angeles County Sanitation District No. 22.
- PRESENTED BY:** Siobhan Foster, Director of Public Works
- RECOMMENDATION:** Adopt the joint tax sharing resolution, City Council Resolution No. 16-7573, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of a specific property into Los Angeles County Sanitation District No. 22.
- 

### **BACKGROUND:**

On September 4, 2014, the Planning Division of the Community Development Department received an application to construct a new two-story 3,487 square foot single family residence located at 1129 E. Knollcrest Drive, upon demolition of the previous structure. The Community Development Department administratively approved the project on January 15, 2015. The applicant obtained building permits on April 27, 2016. Since the previous structure was serviced by a private sewer septic system, the building permit includes a formal sewer connection to the existing public sewer mainline in Knollcrest Drive.

### **DISCUSSION:**

In order for the sewage disposal from the new residence at 1129 E. Knollcrest Drive to be treated by the Los Angeles County Sanitation District, the property must first be annexed into Sanitation District No. 22. The annexation process requires that a resolution for property tax revenue exchange be adopted by the City of Covina before Los Angeles County can approve the annexation. The law requires that the City approve, by resolution, the amount of the annual tax increment to be transferred to the special district to pay for the additional services for the property.

### **FISCAL IMPACT:**

The sharing of the property tax increment with the Sanitation District, as a result of the annexation, will not result in a loss of tax revenues that the City currently receives from the property. The City will only lose a portion of the additional revenues it would receive based on an increase in assessed valuation upon completion of the development.

### **CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

During the initial approval process, the Planning Department determined that the proposed project qualified for a Categorical Exemption from environmental review under Section 15303, Class 3(a) of the California Environmental Quality Act (CEQA) Guidelines.

RESOLUTION NO. 16-7573

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES  
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 22 OF LOS ANGELES  
COUNTY, AND THE GOVERNING BODIES OF

City of Covina

Three Valleys Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 22.

**"ANNEXATION NO. 425"**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 22 entitled *Annexation No. 425*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 22 in the annexation entitled *Annexation No. 425* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2016 or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 22 a total of 0.4333169 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 425* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 22 as a result of annexation entitled *Annexation No. 425*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year, and any amounts of property tax received in excess of that which is proper shall be refunded to the appropriate agency.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 22 of Los Angeles County, and the governing bodies of City of Covina and Three Valleys Municipal Water District, signatory hereto.

CITY OF COVINA

\_\_\_\_\_  
SIGNATURE

ATTEST:

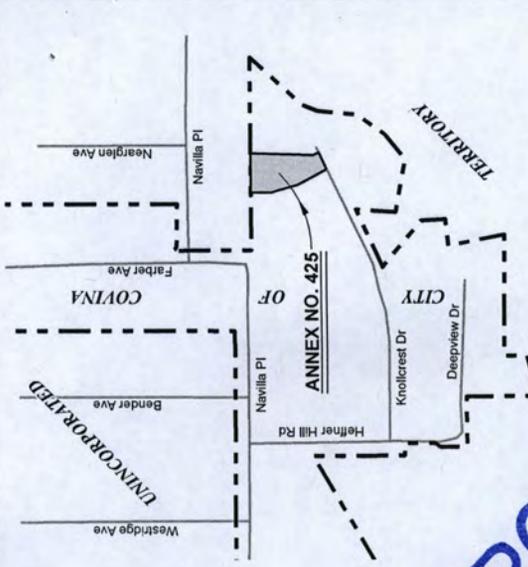
\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**(SIGNED IN COUNTERPART)**

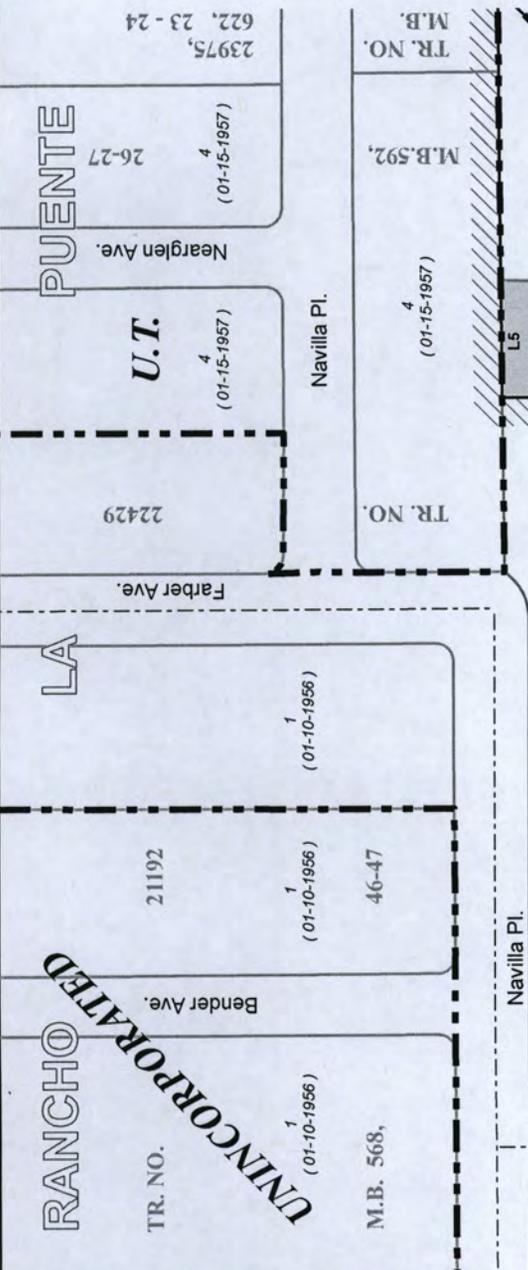
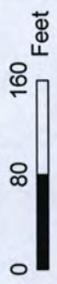
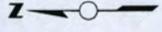
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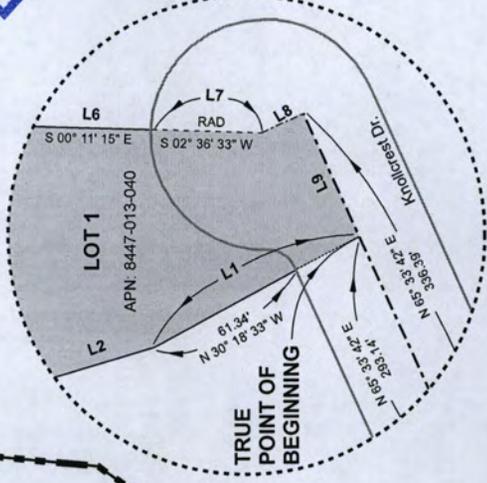
VICINITY MAP  
NO SCALE

COURSE DATA

L1	N 30°18'33" W	86.48'
L2	N 16°15'14" W	49.48'
L3	N 16°15'14" W	20.52'
L4	N 00°11'26" W	46.00'
L5	N 89°48'45" E	98.00'
L6	S 00°11'15" E	116.67'
L7	S 02°36'33" W	40.00'
L8	S 24°26'18" E	15.00'
L9	S 65°33'42" W	43.25'



TR. NO. 21800  
M.B. 622, 47 - 50



DETAIL  
NO SCALE

- Annex No. 425 shown thus
- Boundary of Sanitation District No. 22 prior to Annexation No. 425 shown thus
- City Boundary
- Prior Annexations shown thus
- Area of Annexation
- ANNEX. NO. (RECORDING DATE)
- 0.331 Acres

Annexation No. 425 shown thus -----  
 Boundary of Sanitation District No. 22 prior to Annexation No. 425 shown thus -----  
 City Boundary -----  
 Prior Annexations shown thus -----  
 Area of Annexation -----

U.T. = Unincorporated Territory

LA County Assessor's Landbase 2016, CAMS Centerline, DPW City Boundary, LA County Sanitation Districts, Annexation Layer and District Layer

COUNTY SANITATION DISTRICT NO. 22  
 OF LOS ANGELES COUNTY, CA  
 OFFICE OF CHIEF ENGINEER  
 GRACE ROBINSON HYDE  
 CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 425  
 TO  
 COUNTY SANITATION DISTRICT NO. 22  
 Recorded

ANNEXATION TO: CO.SANITATION DIST.NO 22 DEBT S.  
ACCOUNT NUMBER: 066.85  
TRA: 02678  
EFFECTIVE DATE: 07/01/2016  
ANNEXATION NUMBER: 425 PROJECT NAME: A-22-425  
DISTRICT SHARE: 0.008890548

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.317896082	31.7903 %	0.008890548	0.002826280	-0.002892196	0.315003886
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000113814	0.0113 %	0.008890548	0.000001011	0.000000000	0.000113814
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.000000000	0.0000 %	0.008890548	0.000000000	0.000000000	0.000000000
007.31	L A C FIRE-FFW	0.007300531	0.7300 %	0.008890548	0.000064905	0.000000000	0.007300531
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001740498	0.1740 %	0.008890548	0.000015473	-0.000015473	0.001725025
030.70	LA CO FLOOD CONTROL MAINT	0.009845437	0.9845 %	0.008890548	0.000087531	-0.000087531	0.009757906
136.01	CITY-COVINA TD #1	0.146197450	14.6197 %	0.008890548	0.001299775	-0.001299775	0.144897675
365.05	THREE VALLEY MWD ORIG AREA	0.004236028	0.4296 %	0.008890548	0.000038194	-0.000038194	0.004257834
400.00	EDUCATIONAL REV AUGMENTATION FD	0.069122953	6.9122 %	0.008890548	0.000614540	EXEMPT	0.069122953
400.01	EDUCATIONAL AUG FD IMPOUND	0.171005879	17.1005 %	0.008890548	0.001520335	EXEMPT	0.171005879
400.15	COUNTY SCHOOL SERVICES	0.001416522	0.1416 %	0.008890548	0.000012593	EXEMPT	0.001416522
400.21	CHILDREN'S INSTIL TUITION FUND	0.002811512	0.2811 %	0.008890548	0.000024995	EXEMPT	0.002811512
809.04	MT.SAN ANTONIO COMMUNITY COLLEGE	0.030348332	3.0348 %	0.008890548	0.000269813	EXEMPT	0.030348332
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000232225	0.0292 %	0.008890548	0.000002598	EXEMPT	0.000292225
840.03	CHARTER OAK UNIF SCHOOL DIST	0.227694007	22.7694 %	0.008890548	0.002024324	EXEMPT	0.227694007
840.06	CO.SCH.SERV.FD.- CHARTER OAK	0.008928242	0.8928 %	0.008890548	0.000079376	EXEMPT	0.008928242
840.07	DEV.CTR.HDCPD.MINOR-CHARTER OAK	0.000990488	0.0990 %	0.008890548	0.000008805	EXEMPT	0.000990488

\*\*\*066.85 CO.SANITATION DIST.NO 22 DEBT S. 0.000000000 0.000000000 0.000000000 0.004333169

ANNEXATION NUMBER: 425 PROJECT NAME: A-22-425 TRA: 02678

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
TOTAL:		1.000000000	100.0000 %		0.008890548	-0.004333169	1.000000000



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 9

**MEETING DATE:** December 20, 2016

**TITLE:** Proposed Professional Services Agreement with Leverage Information Systems, Inc. for the Procurement and Installation of the Covina Metrolink Station Camera System

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:**

- 1) Authorize the Interim City Manager to execute the Professional Services Agreement with Leverage Information Systems, Inc. for the procurement and installation of the Covina Metrolink Station Camera System in an amount not-to-exceed \$143,473.32; and
- 2) Adopt Resolution No. 16-7578 to amend the FY 2017 Capital Improvement Program (CIP) Budget to increase funding for the procurement and installation of the Covina Metrolink Station Camera System by \$8,473.32 and appropriate the necessary funds from available Proposition A Fund balance.

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**BACKGROUND:**

On July 1, 2014, the City Council authorized the Covina Police Department to purchase and implement a City Unified Camera System in an amount not-to-exceed \$337,000 from Leverage Information Systems, Inc. (LEVERAGE). The primary objective of the project was to unify the various independent surveillance camera systems that were located in City buildings, parks, and local school districts by which an IP-based solution was selected to achieve this goal. LEVERAGE was chosen, through the joint bidding procedures prescribed by Covina Municipal Code (CMC) 2.20.200 in conjunction with the Cities of Corona and Yucaipa, based on LEVERAGE's experience with delivering IP-based and hard-wired surveillance solutions that focus to address public safety and law enforcement concerns. As a result of this project, the Covina Police Department was able to implement a core network for the city-wide surveillance system that would be readily expandable due to LEVERAGE's open and non-proprietary architecture.

On July 19, 2016, the City Council adopted Resolution No. 16-7504 approving the FY 2017-2021 Capital Improvement Program (CIP) and the FY 2017 CIP Budget. The FY 2017 CIP Budget includes \$135,000 in Proposition A funding for the procurement and installation of the Covina Metrolink Station Camera System, which provides for an upgrade to the City's existing camera system at the Covina Metrolink Station.

Prior to the construction of the Pedestrian and Metrolink Station Improvements Project between October 7, 2014 and December 1, 2015, the premises at the Covina Metrolink Parking Structure and Covina Metrolink Station were monitored by a digital closed-circuit television (CCTV)

system that was installed by Camguard Systems, Inc. in 2007 and 2009, respectively. The system provided for 16 digital surveillance cameras at the Covina Metrolink Parking Structure and 10 digital surveillance cameras at the Covina Metrolink Station, which were all centrally monitored through real-time video feeds at the Covina Metrolink Station guard shack. However, since the existing cameras were starting to become obsolete with the advent of newer technology, the Department of Public Works had initiated discussions to possibly upgrade the existing surveillance camera system. The surveillance system was subsequently removed during the construction of the Pedestrian and Metrolink Station Improvements Project and was never replaced as discussions for implementing an upgraded surveillance system in the near future had already been initiated.

#### **DISCUSSION:**

During the onset of the discussions to upgrade the surveillance system at the Covina Metrolink Station, the Department of Public Works engaged with the Covina Police Department to gain insight on the City Unified Camera System. Since the Covina Police Department expressed a high degree of satisfaction with the system and core network of the system already implemented, having the capability to readily expand, it made logical and economic sense to further build upon this system rather than procuring an entirely separate system. Also, when this option was initially explored, it was conveyed by LEVERAGE that the only supplemental hardware needed would be additional cameras and storage capacity since the network infrastructure was already in place. This alternative prevented further costs of having to procure a separate system and provided an additional benefit by allowing the Covina Police Department to work synergistically with the Department of Public Works in public safety efforts in the vicinity of the Covina Metrolink Station. After the decision was finalized to pursue the expansion of the City Unified Camera System, the Department of Public Works and the Covina Police Department began working with LEVERAGE to develop a proposal.

Moving forward, LEVERAGE has currently provided the Department of Public Works with a proposal to install a total of 23 cameras, which includes 15 cameras to be installed at the Covina Metrolink Parking Structure and 8 cameras to be installed at the Covina Metrolink Station as a direct measure to increase transit security. The proposal is based on a design through the collaborative efforts of the Department of Public Works, Covina Police Department, and LEVERAGE after performing a facility tour, determining core public safety and law enforcement needs, and analyzing locations for the strategic placement of the proposed cameras. The proposal, which includes all required hardware, installation materials, labor, 12-month warranty, and a 1-year service and support plan, is for an amount of \$143,473.32.

Upon authorization of the Professional Services Agreement (PSA) with LEVERAGE, LEVERAGE will furnish and install 23 cameras, which include high-definition (HD) cameras with infrared capabilities that can effectively capture vehicle license plates entering and exiting the Covina Metrolink Station Parking Complex while providing continuous video surveillance to monitor all activities on the premises. Additionally, 36 terabytes (TB) of storage will be added to the existing Covina Police Department Storage Area Network which can support up to 30 days storage of surveillance footage for the newly installed cameras.

#### **FISCAL IMPACT:**

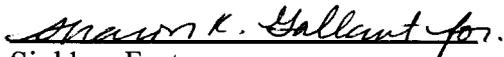
The fiscal impact associated with entering into the PSA with LEVERAGE for the procurement and installation of the Covina Metrolink Station Camera System is an amount not-to-exceed \$143,473.32. Since the surveillance system supports transit security for the City's Metrolink facilities, the costs are eligible to be funded by Proposition A funds received from the Los Angeles County Metropolitan Transportation Authority (Metro).

Currently, the City Council has approved the FY 2017 CIP budget of \$135,000 for the procurement of the Covina Metrolink Station Camera System (account no. 2400-TO11-52310). However, although the original CIP budget of \$135,000 supports the procurement and installation of the camera system, an additional \$8,473.32 is needed to cover soft costs associated with the 12-month warranty and 1-year service and support plan. To supplement the CIP budget for the procurement of the camera system, available funding has been identified in the Proposition A Fund balance in the amount of \$8,473.32 and approval has been obtained from Metro for the proposed expenditure of additional funds. Adoption of Resolution 16-7578 would appropriate \$8,473.32 from available Proposition A fund balance to the Covina Metrolink Station Camera System CIP Budget (account no. 2400-TO11-52310).

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Respectfully submitted,

  
Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

Attachment A: Professional Services Agreement with Leverage Information Systems, Inc.  
Attachment B: Resolution No. 16-7578

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated December 20, 2016 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Leverage Information Systems, Inc., a Washington corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

### RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to furnish and install a total of 23 fully functional surveillance cameras of which 15 cameras are to be installed at the Covina Metrolink Parking Structure located at 559 N. Citrus Avenue and 8 cameras are to be installed at the Covina Metrolink Station Parking Lot located at 600 N. Citrus Avenue.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through May 31, 2017, unless sooner terminated as provided in Section 13 of this Agreement.

2. **Compensation.**

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the total flat sum of One Hundred Forty-Three Thousand Four Hundred Seventy-Three Dollars and Thirty-Two Cents (\$143,473.32) (the “maximum compensation”), as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

### **3. Consultant's Services.**

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Terry Woodruff, Executive Vice President (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, 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 ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

### **4. Method of Payment.**

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

**5. Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

**6. Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City 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 officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**7. Confidentiality.** All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

**8. Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

**9. Indemnification.**

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. Consultant's obligations under this Section are conditioned upon Indemnities or City: (i) notifying Consultant in writing of any such claim or action; (ii) cooperating, at Consultant's expenses, in the defense or settlement of the claim or action; and (iii) allowing Consultant to control defense or settlement of the claim or action with counsel of the consultant selection, which shall be subject to the consent of the City, which consent shall not be unreasonably withheld.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes,

assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

A. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

B. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

C. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

## **10. Insurance.**

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

## **11. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**12. Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

**13. Termination or Suspension of Agreement.**

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least thirty (30) calendar days before the termination or suspension is to be effective. If the termination or suspension is a result of default by Consultant, City shall give notice seven (7) calendar days before the termination or suspension is to be effective, provided that the default has gone uncured for more than ten (10) calendar days. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**14. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's reasonable judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

**15. Notices.** Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:  
Attn: Transportation Division  
City of Covina  
125 E. College Street  
Covina, California 91723

If to Consultant:  
Leverage Information Systems  
18815 139<sup>th</sup> Ave NE, Suite B  
Woodinville, WA 98072  
Attn: Terry Woodruff,  
Executive Vice President

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Exhibits. Exhibits A, B, and C** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**21. Entire Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has

been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

**22. Amendment of Agreement.** This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

**23. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

**24. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**25. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**26. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

**27. Attorneys' Fees.** In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

**28. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**29. Authority to Execute Agreement.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Sharon F. Clark  
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Candice K. Lee  
Title: City Attorney

Consultant:

Leverage Information Systems, Inc.,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)*

**EXHIBIT A**  
**APPROVED FEE SCHEDULE**



**Leverage Information Systems**

Phone: 425-482-9200  
 Fax: 425-485-9400  
 PO Box 630  
 Woodinville, WA 98072

**Quote**  
 No.: **1605817**  
 Date: **11/22/2016**

Prepared for:  
 Ric Walczak (626) 705-6830  
 Covina Police Department

Prepared by: Colin McElroy  
 Account No.: 2676  
 Type: Open Market  
 Phone: (626) 384-5595  
 Job: MTA Metrolink Project w/ MPS 16

CLIN	Qty.	Item ID	Description	UOM	Ea. Price	Total
<b>- Hardware &amp; Licensing -</b>						
001	1	ST3000EX-SQ308055	ST3000 Storage Expansion Kit - 6x6TB drives, RAID 5, 2U Rackmount	EA	\$7,880.00	\$7,880.00
002	6	Pace1PTM	Long Range Ethernet over UTP/C AT5e Transceiver	EA	\$150.86	\$905.16
003	1	Pace1PRM	Long Range Ethernet over UTP/CAT5e Receiver	EA	\$150.86	\$150.86
004	2	Pace4PRM	4-Port Long Range Ethernet over CAT5e Receiver	EA	\$603.81	\$1,207.62
005	2	WAYPOINT17A	P/S 24VAC/28VAC 6.25A OUT ENC	EA	\$167.74	\$335.48
006	1	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	EA	\$2,059.00	\$2,059.00
007	2	IE-3000-8TC	Cisco IE 3000 Switch, 8 10/100 + 2 T/SFP	EA	\$1,285.67	\$2,571.34
008	2	PWR-IE3000-AC=	IE 3000 Power transformer	EA	\$254.56	\$509.12
009	3	SNP-5321H	Wisenet III Network PTZ Camera, 1.3MP, HD(720p) 60fps, H.264/MJPEG, Optical Zoom Lens 32x (4.44-142.8mm), 120dB WDR, True D/N, 700°/sec Pan, SD/SDHC/S	EA	\$1,863.64	\$5,590.92
010	1	SNV-6013	Compact Network Dome Camera 1080p 2MP Wide view angle	EA	\$256.50	\$256.50
011	10	SNV-6084	Network 15m IR Dome, 2M(1920x1080), 16:9 Full HD(1080p), Motorized Simple Focus 2.8x(3~8.5mm), H.264/MJPEG, Advanced WDR, True Day/Night, SSSDR, SSNRII	EA	\$674.36	\$6,743.60
012	5	SNV-6084R	Network IR Vandal Dome Camera, 2MP, Full HD(1080p), Motorized Simple Focus Lens 2.8x (3-8.5mm), H.264/MJPEG, WDR, TrueD/N, SD/SDHC/SDXC, 12VDC/24VAC/P	EA	\$738.64	\$3,693.20
013	1	SNV-6085R	WiseNet III Network IR Vandal Dome Camera, 2MP, Full HD(1080p), Motorized Simple Focus Lens 2.3x (10-23mm), H.264/MJPEG, 120dB WDR, TrueD/N, SD/SDHC/S	EA	\$835.07	\$835.07
014	2	SNB-6004	Network Box, 2M(1920x1080), 16:9 Full HD(1080p), H.264/MJPEG, P-Iris support, Simple Focus, Advanced WDR, True Day/Night, SSSDR, SSNRIII, Smart Codec,	EA	\$545.79	\$1,091.58
015	1	SLA-M2890DN	Lens, 1/2.8", 3 MP, Vari-focal, CSmount	EA	\$127.93	\$127.93
016	1	EH-1200FX-KIT	1.0Gbps, full-duplex, med-range link, E Band Licensed, 12". 2xODU,PoE,MK	EA	\$7,530.00	\$7,530.00

**Quote**

No.: **1605817**

Date: **11/22/2016**

CLIN	Qty.	Item ID	Description	UOM	Ea. Price	Total
017	2	EH-SRG	Ethernet/PoE Surge Protector	EA	\$100.00	\$200.00
018	2	EH-OPT-AES	AES Encryption	EA	\$428.57	\$857.14
019	1	EH-500TX-KIT	EtherHaul-500TX PoE ODU with Integrated antenna- with 100Mbps (upgradeable to 200Mbps) , power & mounts inc.	EA	\$2,900.00	\$2,900.00
020	2	EH-SRG	Ethernet/PoE Surge Protector	EA	\$100.00	\$200.00
021	2	EH-OPT-AES	AES Encryption	EA	\$428.57	\$857.14
<b>- Installation Materials -</b>						
022	1.00	LOT - EQUIP	Installation Materials	EA	\$21,433.24	\$21,433.24
<b>- Labor -</b>						
066	1.00	OSINSTALL	Onsite Installation	EA	\$58,327.00	\$58,327.00
<b>- Onsite &amp; Warranty Support -</b>						
071	1	LM-WS-C2960X-24PS-L-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$434.32	\$434.32
072	1	CON-SNT-WSC224SL	Non-Deliverable SMARTNET 8X5XNBD Catalyst 2960-X 24 G	EA	\$182.08	\$182.08
073	2	LM-IE-3000-8TC-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$271.20	\$542.39
074	2	CON-SNT-IE38TC	SNTC-8X5XNBD Cisco IE3000 Switch, 8 10/100 + 2 T/SFP	EA	\$104.18	\$208.36
075	3	LM-SNP-5321H-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$394.19	\$1,182.57
076	3	LM-SNP-5321H-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$144.95	\$434.85
077	1	LM-SNV-6013-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$54.24	\$54.24
078	10	LM-SNV-6084-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$142.60	\$1,425.98
079	10	LM-SNV-6084-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$52.45	\$524.50
080	5	LM-SNV-6084R-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$156.19	\$780.96
081	5	LM-SNV-6084R-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$57.45	\$287.25
082	1	LM-SNV-6085R-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$176.63	\$176.63
083	1	LM-SNV-6085R-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$64.95	\$64.95
084	2	LM-SNB-6004-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$115.41	\$230.82
085	2	LM-SNB-6004-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$42.45	\$84.90
086	1	LM-EH-1200FX-KIT-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$1,355.30	\$1,355.30
087	2	SR-EW-1Y-F	Service&Support Plan - Extended Warranty - 1 Year. 1st year included in product warranty. Required per ODU.	EA	\$0.00	\$0.00

**Quote**

No.: **1605817**

Date: **11/22/2016**

CLIN	Qty.	Item ID	Description	UOM	Ea. Price	Total
088	1	LM-EH-500TX-KIT-OS -1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$394.33	\$394.33
089	2	SR-EW-1Y-T	Service&Support Plan - Extended Warranty - 1 Year. 1st year included in product warranty. Required per ODU.	EA	\$0.00	\$0.00
<b>- Freight -</b>						
090	1.00	Freight - Fixed Price	Fixed Freight Charge	EA	\$2,020.65	\$2,020.65
091	1.00	Customer Credit	Surveillance Solution Customer Discount	EA	(\$3,000.00)	(\$3,000.00)
<hr/>						
<b>- MPS 16 -</b>						
<b>- Hardware -</b>						
092	1	SNB-8000	SMP box camera: 5MP@20fps, P/D C-iris, Simple Focus, DWDR	EA	\$567.37	\$567.37
093	1	SLA-M2890DN	Lens, 1/2.8", 3 MP, Vari-focal , CSmount	EA	\$118.97	\$118.97
094	1	Pace1PTM	Long Range Ethernet over UTP/C AT5e Transceiver	EA	\$150.86	\$150.86
<b>- Installation Materials -</b>						
095	1.00	LOT - EQUIP	Installation Materials	EA	\$433.93	\$433.93
<b>- Labor -</b>						
100	1.00	OSINSTALL	Onsite Installation	EA	\$2,710.00	\$2,710.00
<b>- Onsite &amp; Warranty Support -</b>						
105	1	LM-SNB-8000-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$156.24	\$156.24
106	1	LM-SNB-8000-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$57.45	\$57.45
<b>- Freight -</b>						
107	1.00	Freight - Fixed Price	Fixed Freight Charge	EA	\$33.14	\$33.14
108	1.00	Customer Credit	Surveillance Solution Customer Credit	EA	(\$500.00)	(\$500.00)

<b>Your Price:</b>	<b>\$137,374.94</b>
Sales Tax	\$6,098.38
<b>SubTotal:</b>	<b>\$143,473.32</b>
<b>Total:</b>	<b>\$143,473.32</b>

**Quote**

No.: **1605817**

Date: 11/22/2016

Prices are firm until 12/22/2016

Terms: Net 30

**Quoted by:** Colin McElroy, colin.mcelroy@leverageis.com

**Date:** 11/22/2016

**Signature:** \_\_\_\_\_ **PO#:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PH# :** \_\_\_\_\_

**Disclaimer**

Unless otherwise quoted, Standard delivery charges are 30 days ARO. Expedited freight will be charged prepay and add. Please notify your sales rep should you want to use a freight account.

If applicable, sales tax will be charged when invoiced.

Leverage Information Systems 30 day return policy does not apply to changed, opened, or cancelled orders. In the event the customer chooses to change or cancel an order, restocking fees may apply.

- Leverage is a Small Business Enterprise
- Pricing is valid for (30) days
- Accepted Methods of Payment - Check or EFT, Please contact your sales rep for re-quote should you like to pay via Credit Card

Tax ID / EIN# 91-1607710  
DUNS# 807596051  
Cage Code: 0X6H7

**EXHIBIT B**  
**SCOPE OF SERVICES**

**City of Covina**  
**Covina Metrolink Surveillance**  
**Design Illustrations**  
November 21, 2016  
(updated)



***Executive Overview***

Leverage Information Systems, Inc. (LEVERAGE) is an industry leading IP communications networking solutions provider. Our Southwest Regional Office business unit is focused on delivering IP-based and hard-wired surveillance solutions that address Public Safety and Law Enforcement concerns. LEVERAGE maintains both corporate and regional certification for all aspects of any tactical surveillance architecture deployed by our professionals. We have become known for our "LEVERAGE Standard" reliable Public Safety deployments within multiple Law Enforcement Agencies in Southern California.

The LEVERAGE **NON-PROPRIETARY** architecture lends itself to flexible add-on growth because of its open, peer-to-peer (server-less) and recording license-free deployment model. Existing LEVERAGE surveillance implementations are easily expanded by adding additional surveillance nodes. Our open architecture and flexible integration can be seen in many cities in Southern California.

All Leverage hardware and software is written, design & manufactured in the USA (Southern California).

## ***Design Overview***

This proposal expands the Covina City-Wide surveillance system to include the Metrolink Parking Structure and Metrolink Station. To accomplish the objective a licensed high-speed wireless bridge will provide connectivity from the Covina Police Department to the Metrolink Parking Structure, with an additional 60Ghz wireless connection to the Metrolink Station. A total of 23 cameras will be installed including 15 at the Metrolink Parking Structure and 8 at the Metrolink Station.

### ***Police Department***

A High Speed full duplex wireless link will be created between the Police Department and Metrolink Parking Structure. Surveillance video from the cameras installed for this project will be stored on the existing Police Department Storage Area Network, which will be expanded. An expansion JBOD enclosure will be added to one of the Network Video Recorders.

### ***Metrolink Parking Structure***

A licensed wireless bridge will be located on the top level near the south east portion of the Metrolink station. Conduit will be installed to provide a cable path for the wireless bridge, which will have a network connection to a newly installed hardened switch. The hardened Cisco switch will be mounted near a stairwell out of public sight and reach. This switch will provide a termination point for the PD licensed wireless link, and provide network connectivity requirements for Parking Structure cameras and the Metrolink facility. The hardened switch will be secured inside a lockable environmental enclosure.

A 24 PoE switch will be installed in the same location as the current DVR based system. A network connection will be made to the hardened switch mentioned above. Three cameras will be connected to the hardened switch while 12 cameras will be connected and powered by the 24 port PoE switch.

### ***The Metrolink Station***

The Metrolink Station surveillance strategy includes an Infrared HD camera providing coverage of all vehicle traffic (egress and ingress). Six Infrared HD cameras provide coverage of building assets and a portion of the Metrolink Station platform and Kiosk. Proactive intervention will be possible utilizing two strategically placed Pan Tilt and Zoom cameras and one-way audio. A total of Eight (8) surveillance cameras are planned for the Metrolink Station.

A survey of the Metrolink Station provided sufficient information for the design provided in this proposal. Conduit paths are in place to support this proposal. The diagrams included in this proposal provide detailed information for equipment locations and mounting detail. AC power is assumed to be available as needed, and provided by the City.

A hardened Cisco switch will be located at the Guard Building mounted inside a secured NEMA enclosure. The NEMA enclosure will provide for PoE injectors and power supplies.

### ***Storage of Surveillance Video***

The new cameras will be recorded to the existing SAN as agreed upon by the Police Department and the City. This proposal includes an expansion JBOD that will be added to the existing Police Department NVR. The storage retention period will be 30 days. The expected storage requirement to achieve the retention period is 8 TBs (see table on next page).

Leverage will add these cameras to the City-Wide Surveillance system and set up recording as directed by the Police Department. Viewing of these cameras will be possible at all workstations that are connected to the City-Wide surveillance system.

This project does not include additional viewing stations. Additional viewing stations and network connectivity are possible.

# Storage Calculations

Bandwidth and Storage Calculations									
Camera OEM	Camera Model	Location	Resolution	Frame Rate	Storage Calculator Compression Setting	Expected Data Rate (KBit/Sec) (1)	Expected Daily Storage (GB (1))	Retention Period	Ext. Storage Required (TB)
Samsung	SNV-6084	MPS #1	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6084	MPS #4	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6084	MPS #5	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6084	MPS #6	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6084	MPS #7	1920 x 1080	30	Medium	1240	13.38	30	0.40
Samsung	SNV-6084	MPS #8	1920 x 1080	30	Medium	1240	13.38	30	0.40
Samsung	SNV-6084	MPS #9	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6084	MPS #10	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6084	MPS #11	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6084	MPS #12	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6085R	MPS #13	1920 x 1080	30	Medium	1240	13.38	30	0.40
Samsung	SNP-5321H	MPS #14	1280 x 720	30	Medium	1600	17.3	30	0.52
Samsung	SNB-8000	MPS #16	2592 x 1944	20	Medium	5960	64.35	30	1.93
Samsung	SNV-6084R	MPS #17	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNV-6013	MPS #18	1920 x 1080	30	Low	300	3.23	30	0.10
Samsung	SNP-5321H	Metrolink Station West PTZ	1280 x 1024	30	Medium	3080	33.31	30	1.00
Samsung	SNB-6004	Metrolink Station Ingress/Egress Fixed Box Camera	1280 x 720	30	Medium	440	4.76	30	0.14
Samsung	SNV-6084R	Metrolink Station Facility Monitoring Vandal Dome	1920 x 1080	30	Medium	1240	13.38	30	0.40
Samsung	SNB-6004	Metrolink Station Ticket Kiosk Fixed Box Camera	1280 x 720	30	Medium	440	4.76	30	0.14
Samsung	SNV-6084R	Metrolink Station Bike Room Vandal Dome	1920 x 1080	30	Medium	1240	13.38	30	0.40
Samsung	SNV-6084R	Metrolink Station Platform West Vandal Dome	1920 x 1080	30	Medium	1240	13.38	30	0.40
Samsung	SNV-6084R	Metrolink Station Platform East Vandal Dome	1920 x 1080	30	Medium	1240	13.38	30	0.40
Samsung	SNV-6084R	Metrolink Station East Fence Vandal Dome	1920 x 1080	30	Medium	1240	13.38	30	0.40

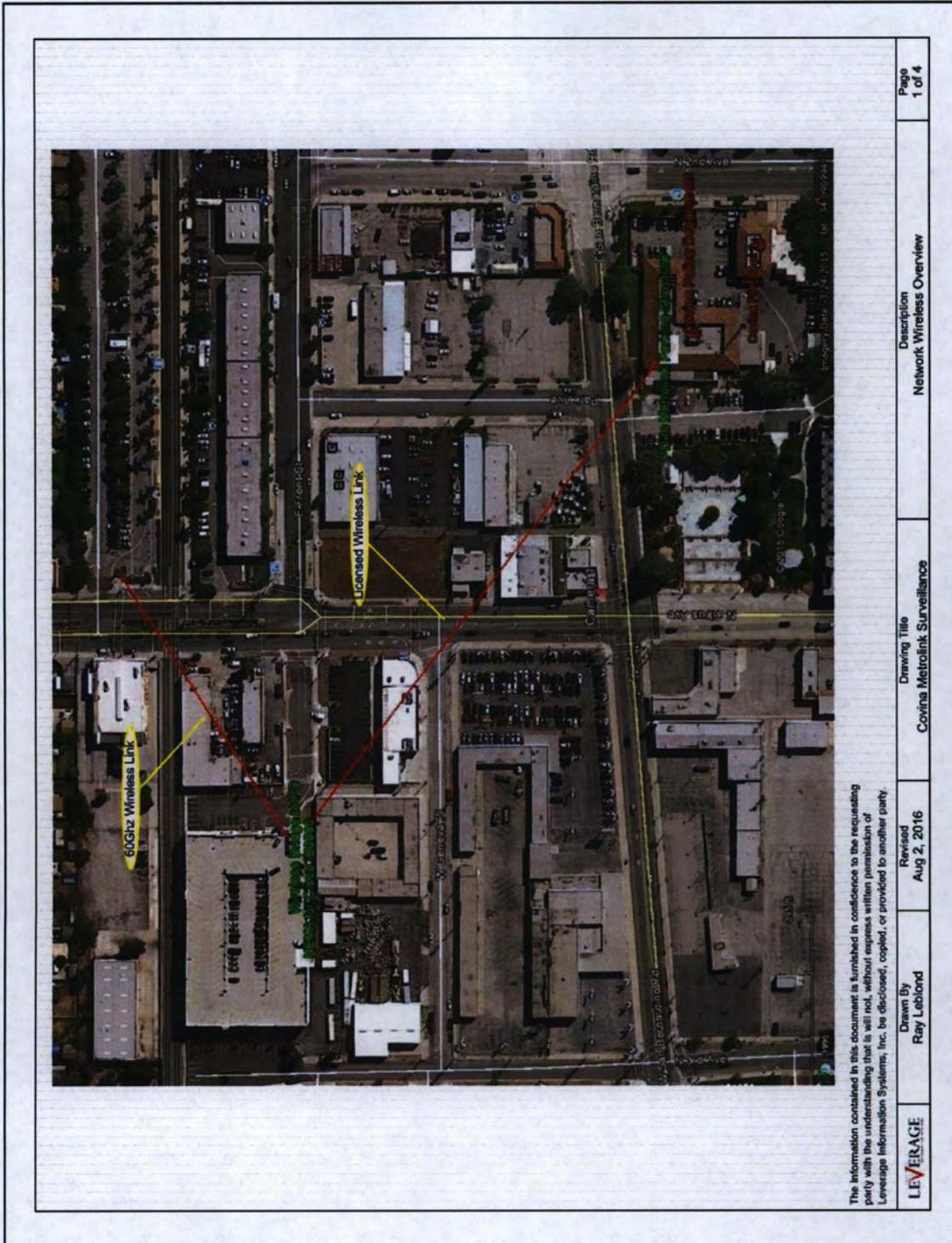
**Total**

**24.44 Mbps**

**7.91 TB**

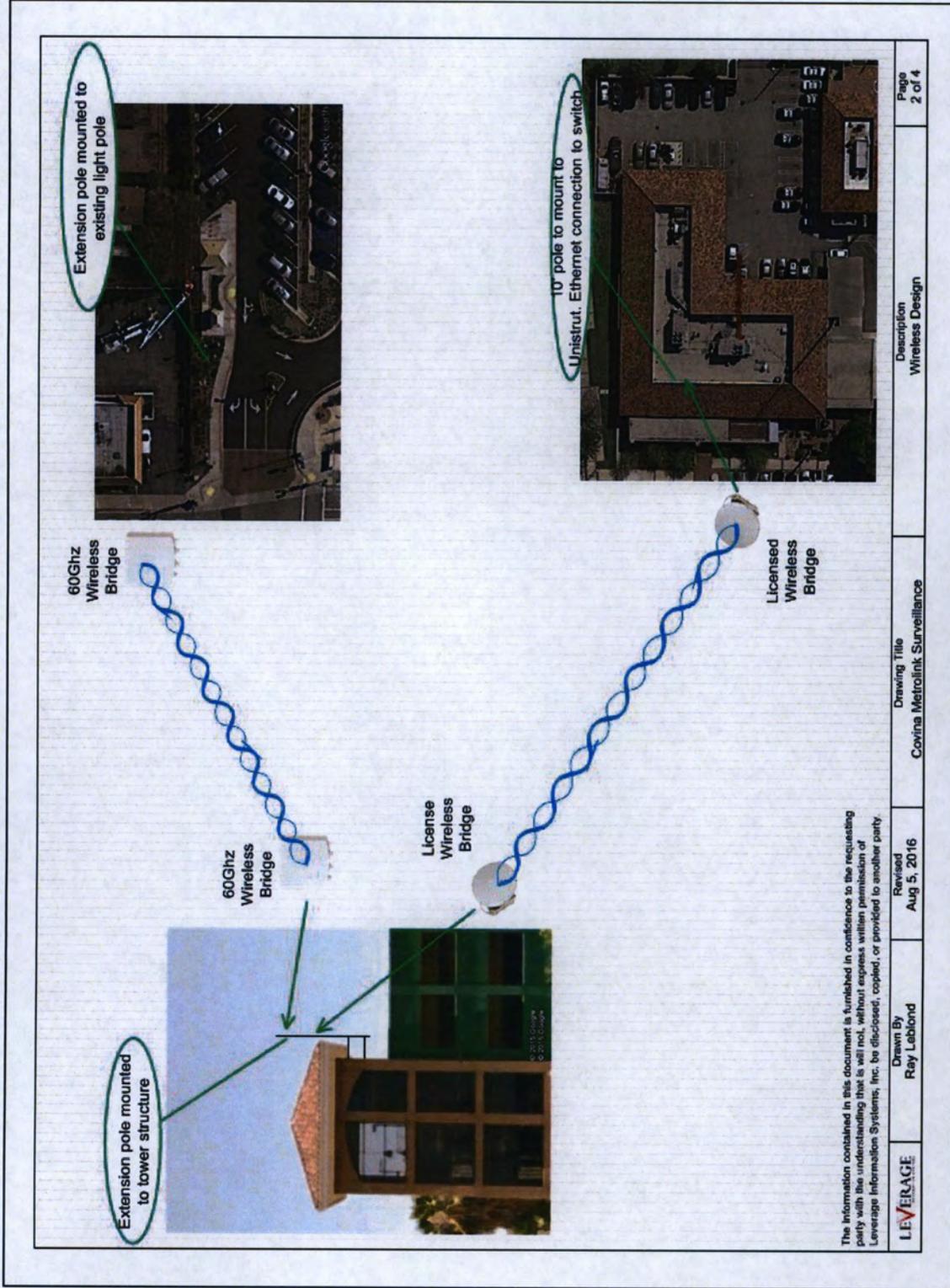
## **Table of Figures**

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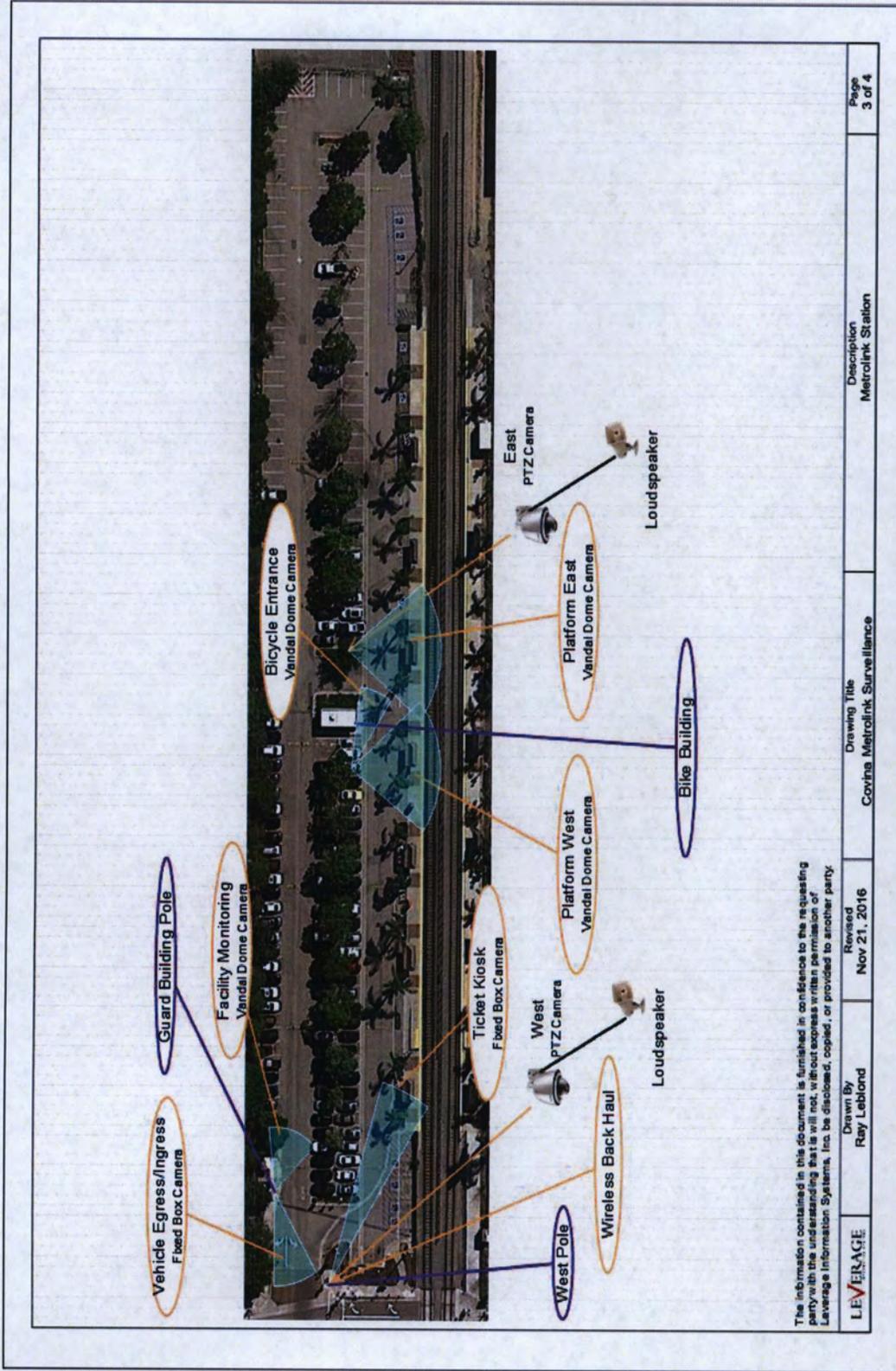
**Figure 1. Police Department to Metrolink Parking Structure and Station Network Connectivity**

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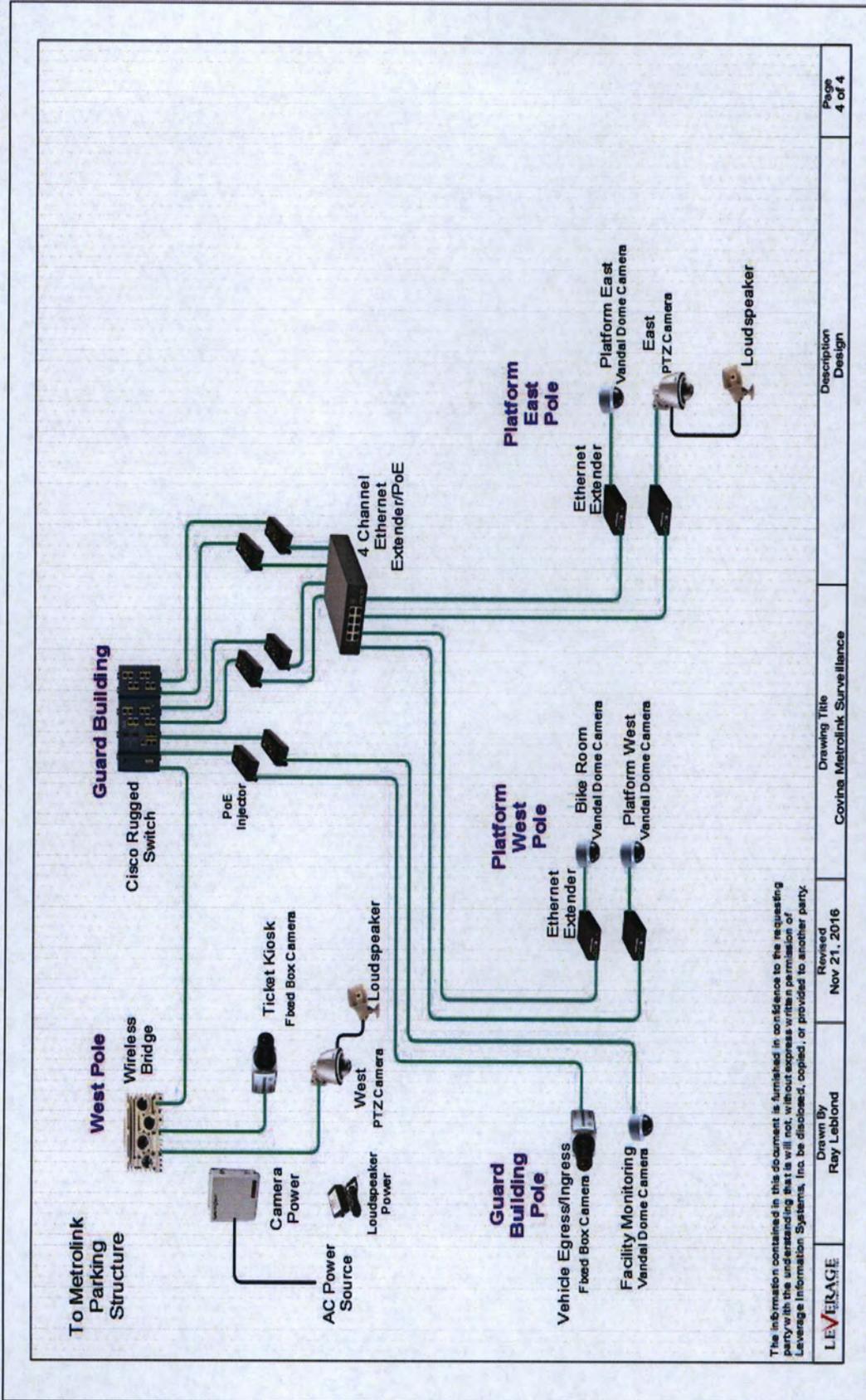
**Figure 2. PD to Metrolink Network Connectivity Assets**

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**Figure 3. Metrolink Station Camera Placement**

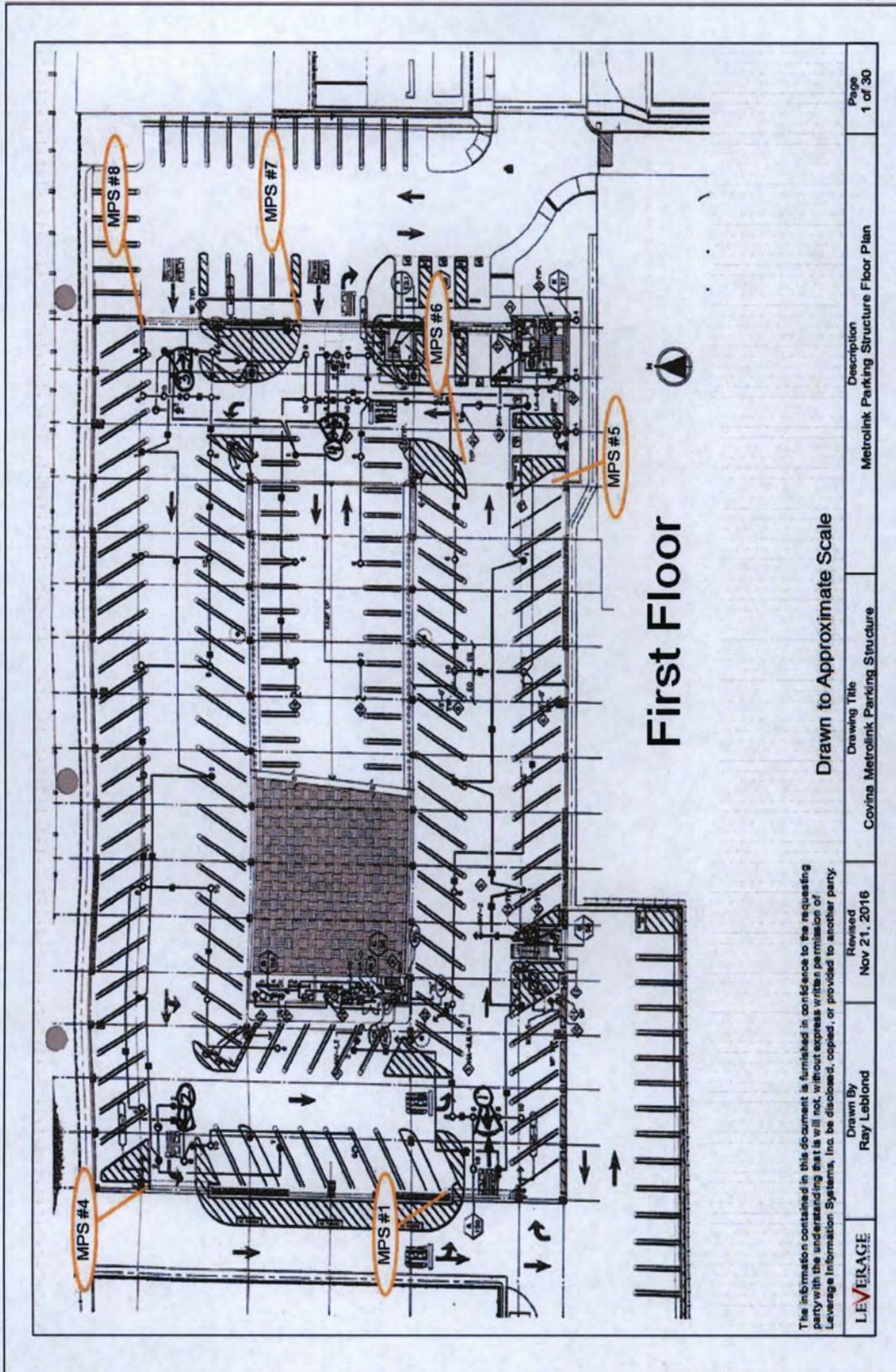
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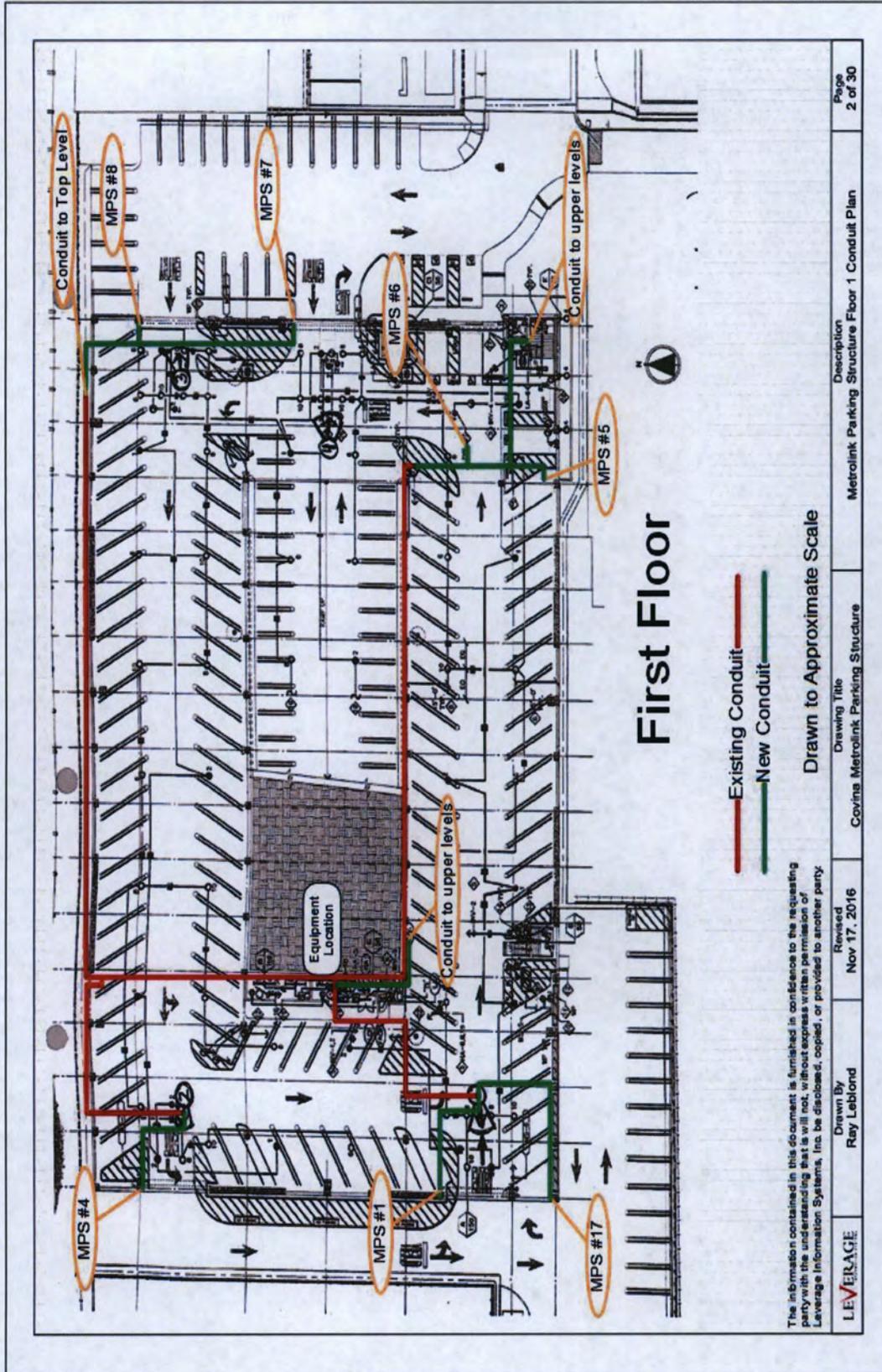
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LEVERAGE	Drawn By Ray Leblond	Revised Nov 21, 2016	Drawing Title Covina Metrolink Surveillance	Description Design	Page 4 of 4
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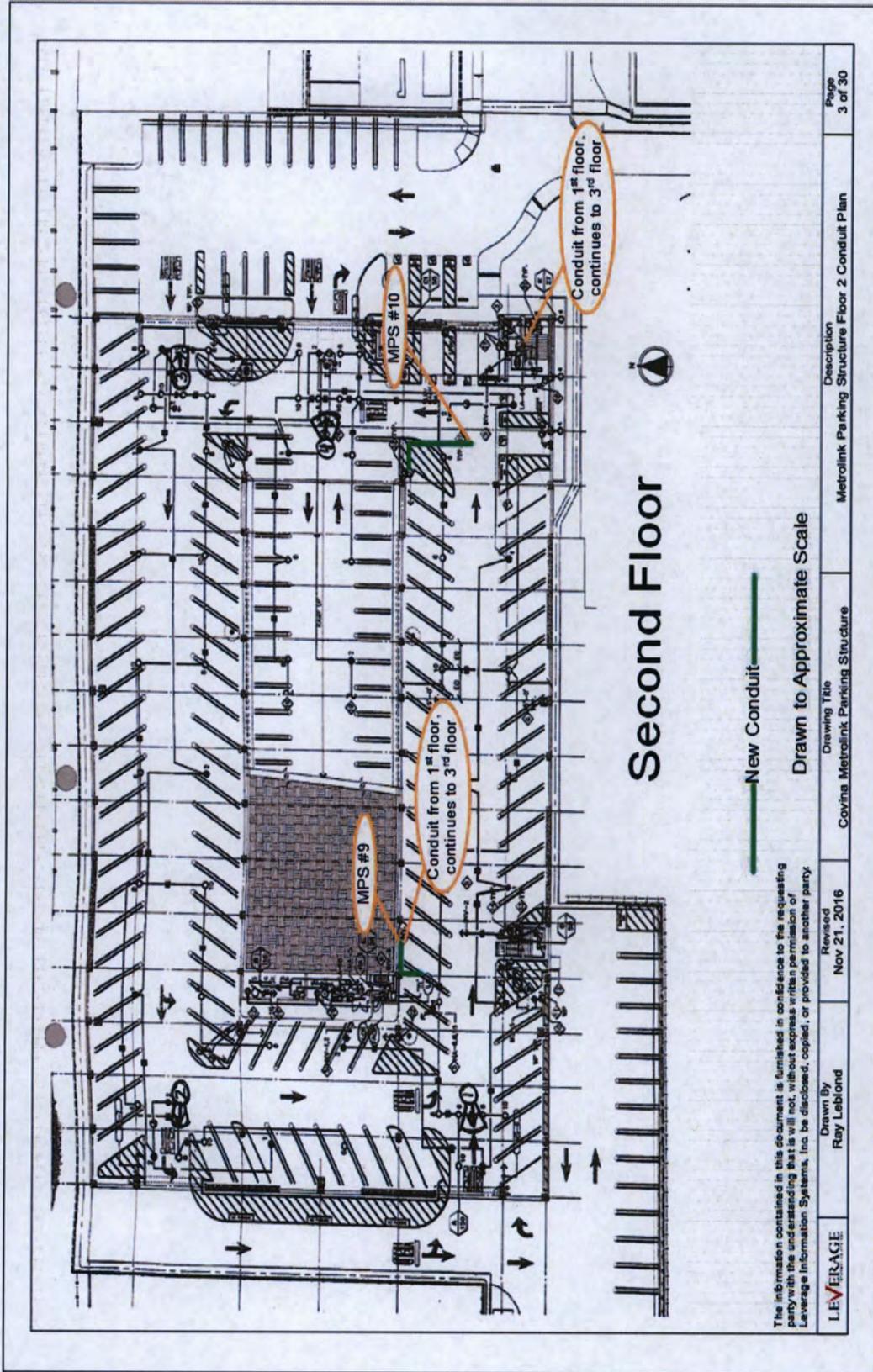
**Figure 4. Metrolink Station Design**



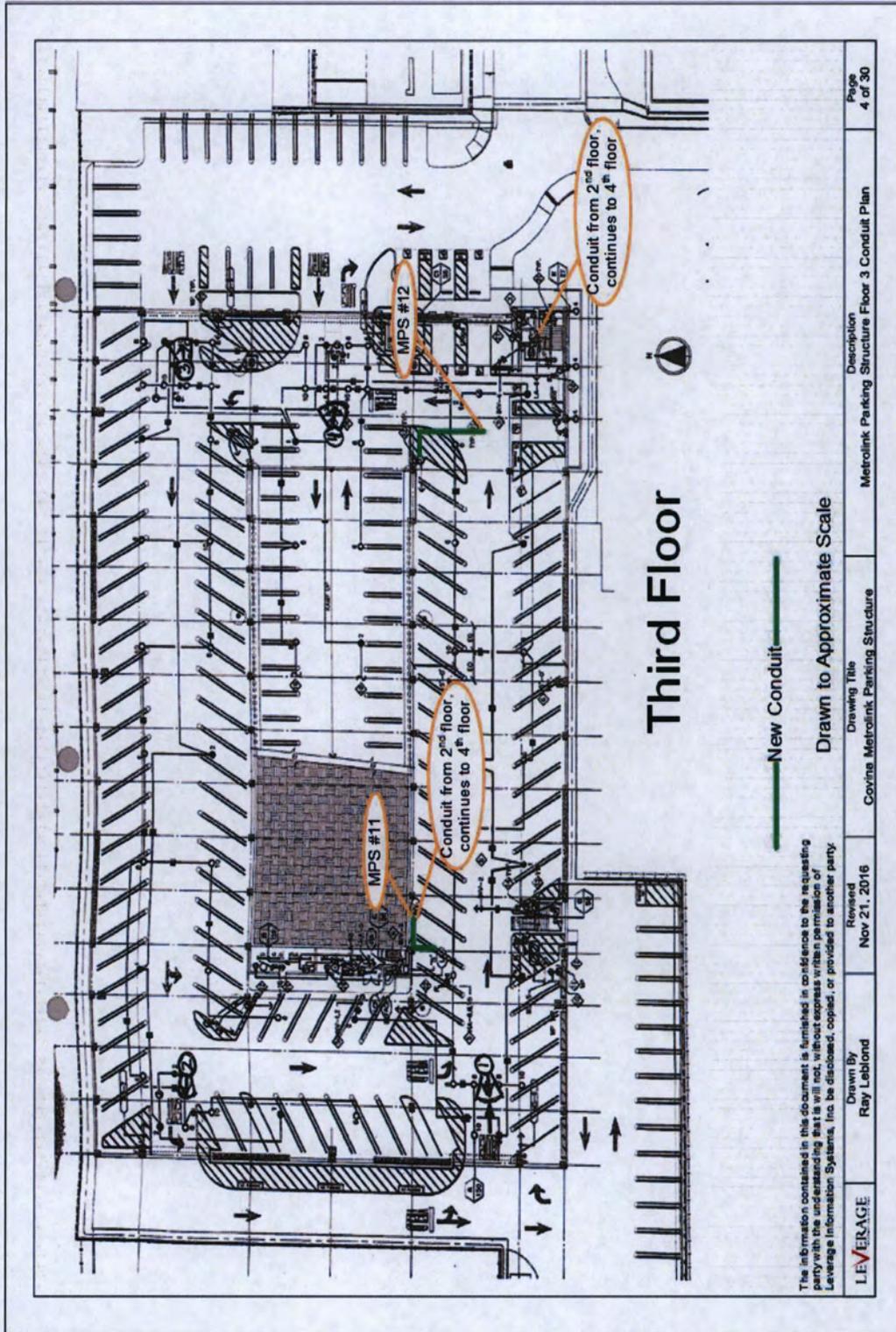
**Figure 5. Metrolink Parking Structure – 1<sup>st</sup> Floor – Camera Locations**



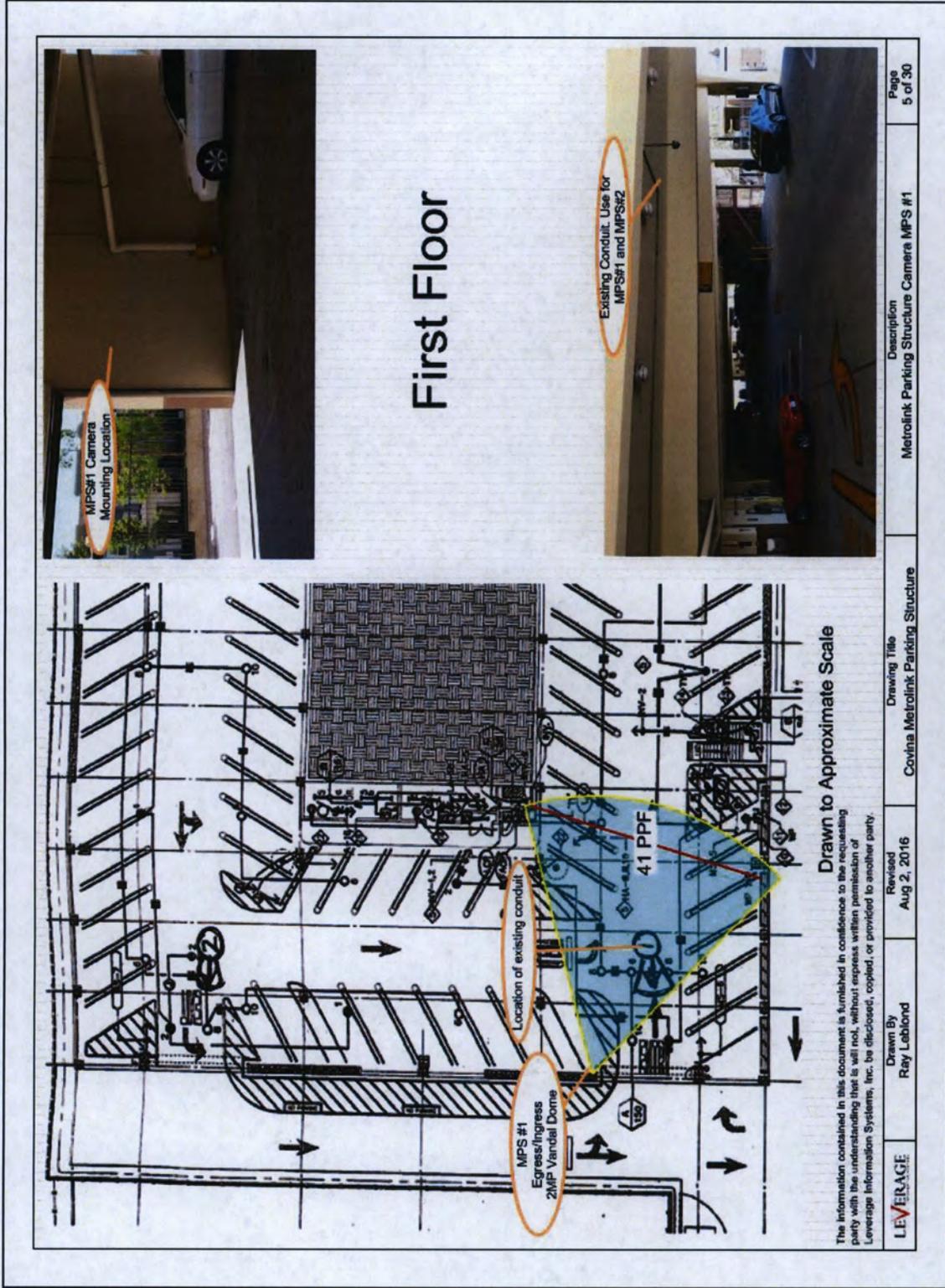
**Figure 6. Metrolink Parking Structure – 1<sup>st</sup> Floor Conduit Plan**



**Figure 7. Metrolink Parking Structure 2<sup>nd</sup> Floor Camera Placement and Conduit Plan**



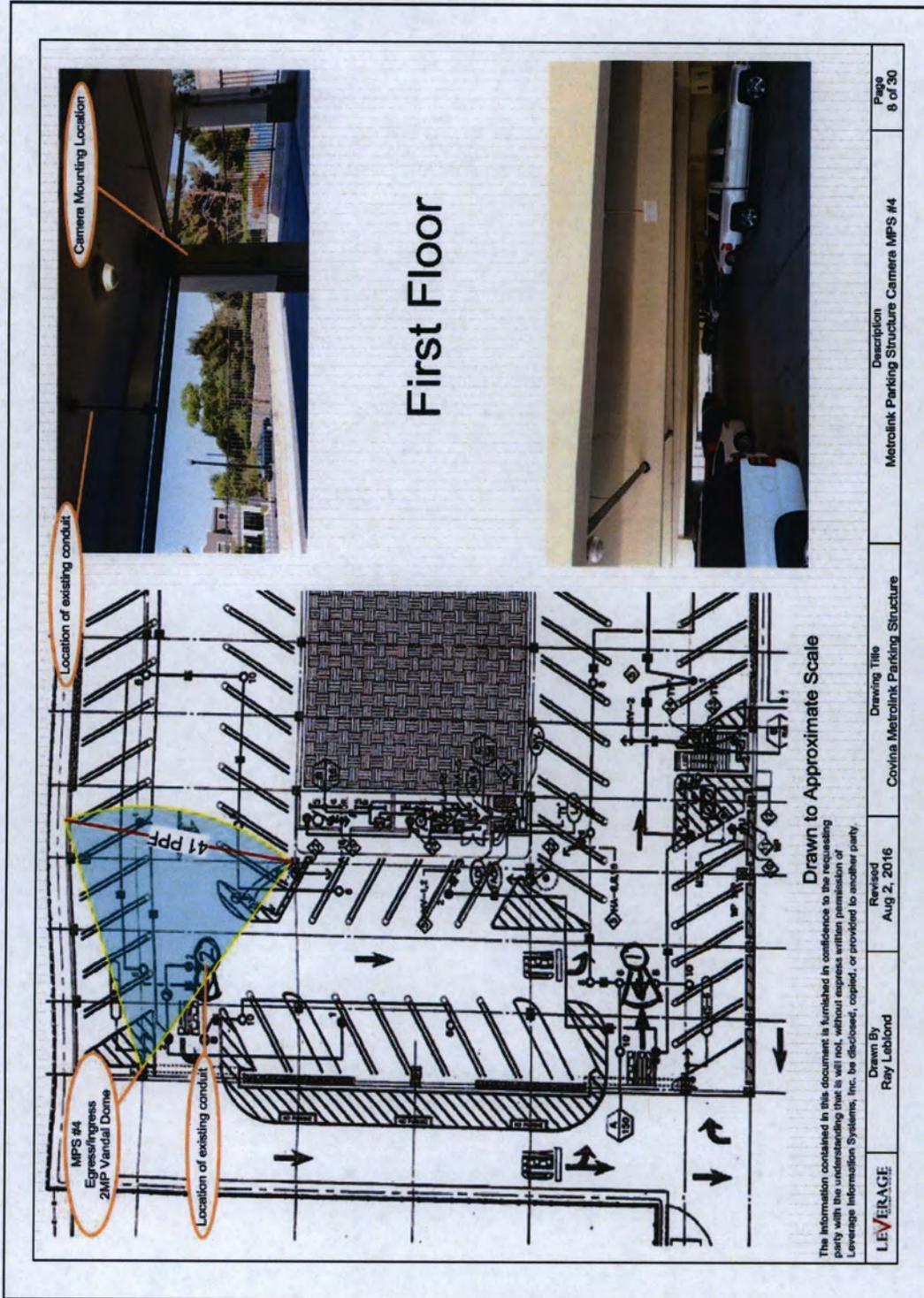
**Figure 8. Metrolink Parking Structure 3<sup>rd</sup> Floor Camera Placement and Conduit Plan**



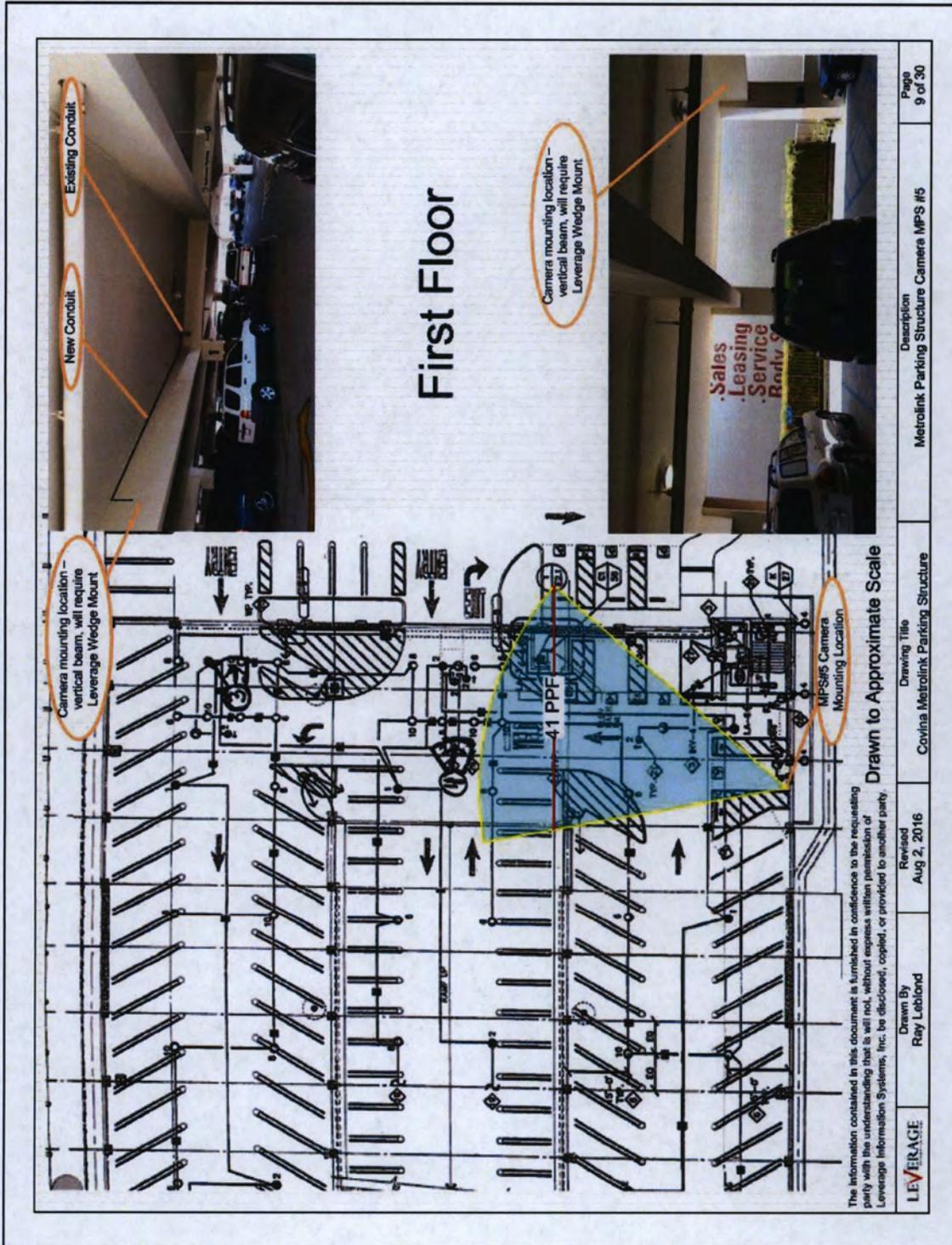
**Figure 9. Metrolink Parking Structure – 1st Floor West Entrance Camera - MPS #1**

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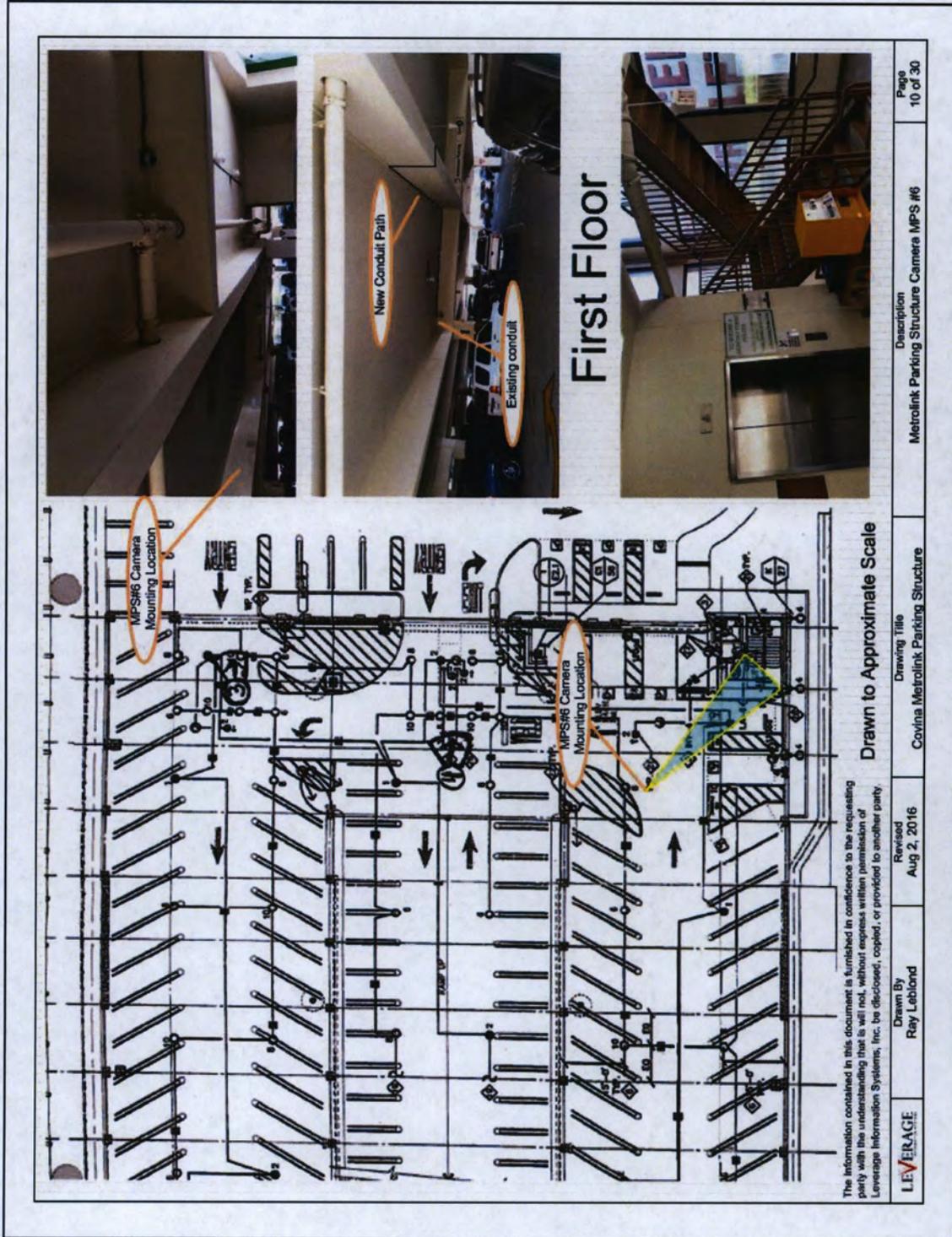


**Figure 10. Metrolink Parking Structure – 1<sup>st</sup> Floor NW Camera - MPS #4**

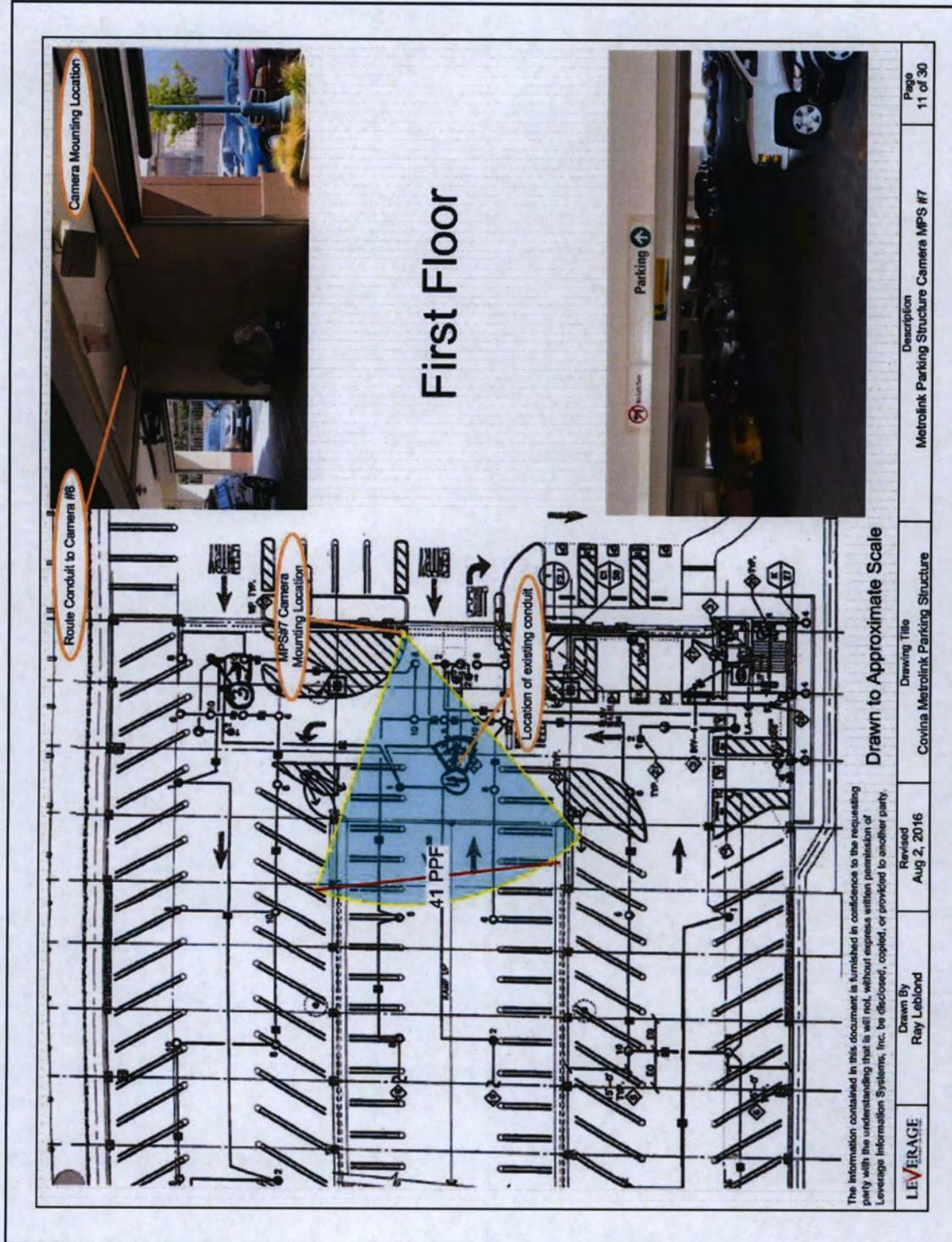


**Figure 11. Metrolink Parking Structure – 1<sup>st</sup> Floor SE Camera - MPS #5**

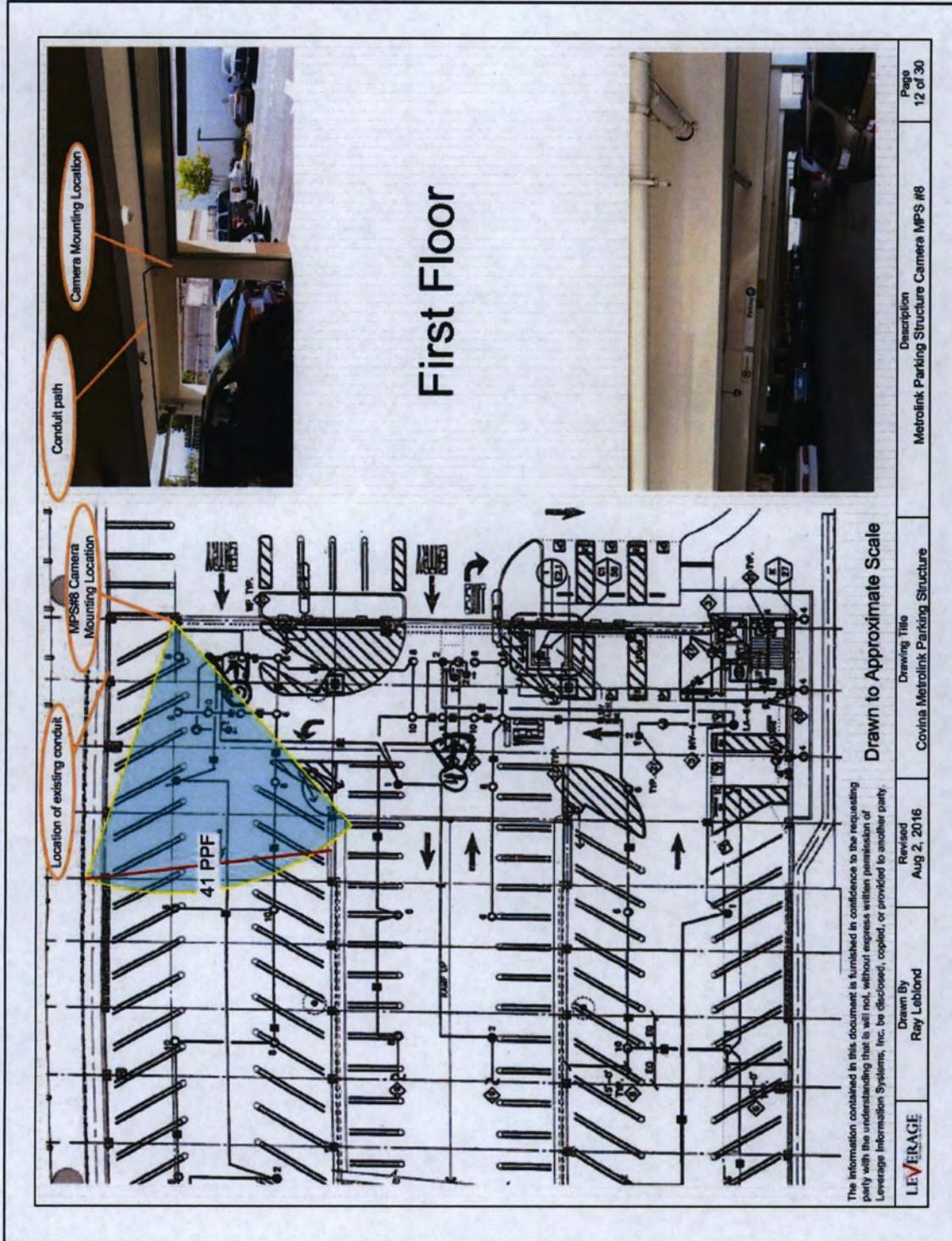
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**Figure 12. Metrolink Parking Structure – 1st Floor Elevator/Stairwell Camera - MPS #6**



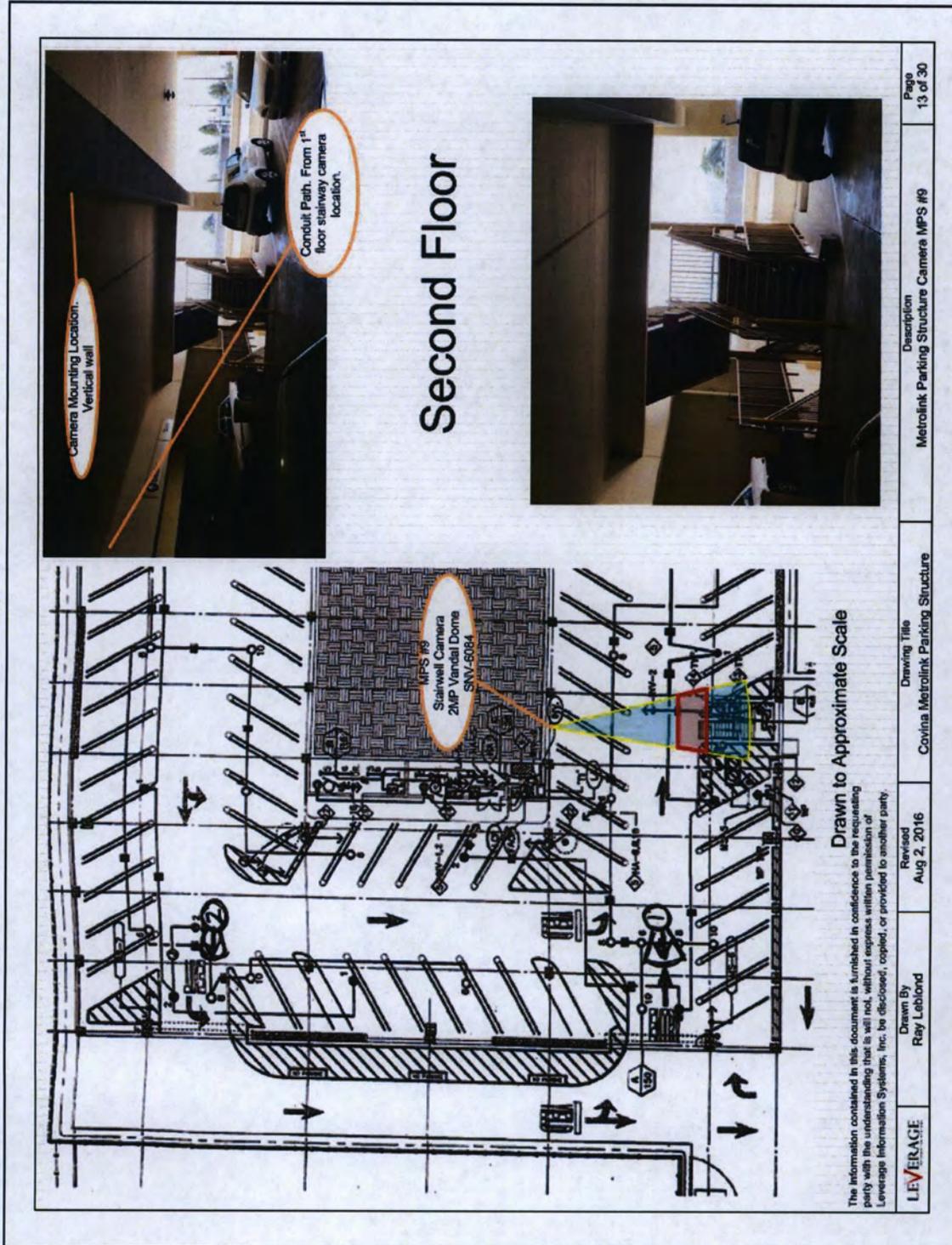
**Figure 13. Metrolink Parking Structure – 1<sup>st</sup> Floor East Entrance Camera - MPS #7**



**Figure 14. Metrolink Parking Structure – 1<sup>st</sup> Floor North East Entrance Camera - MPS #8**

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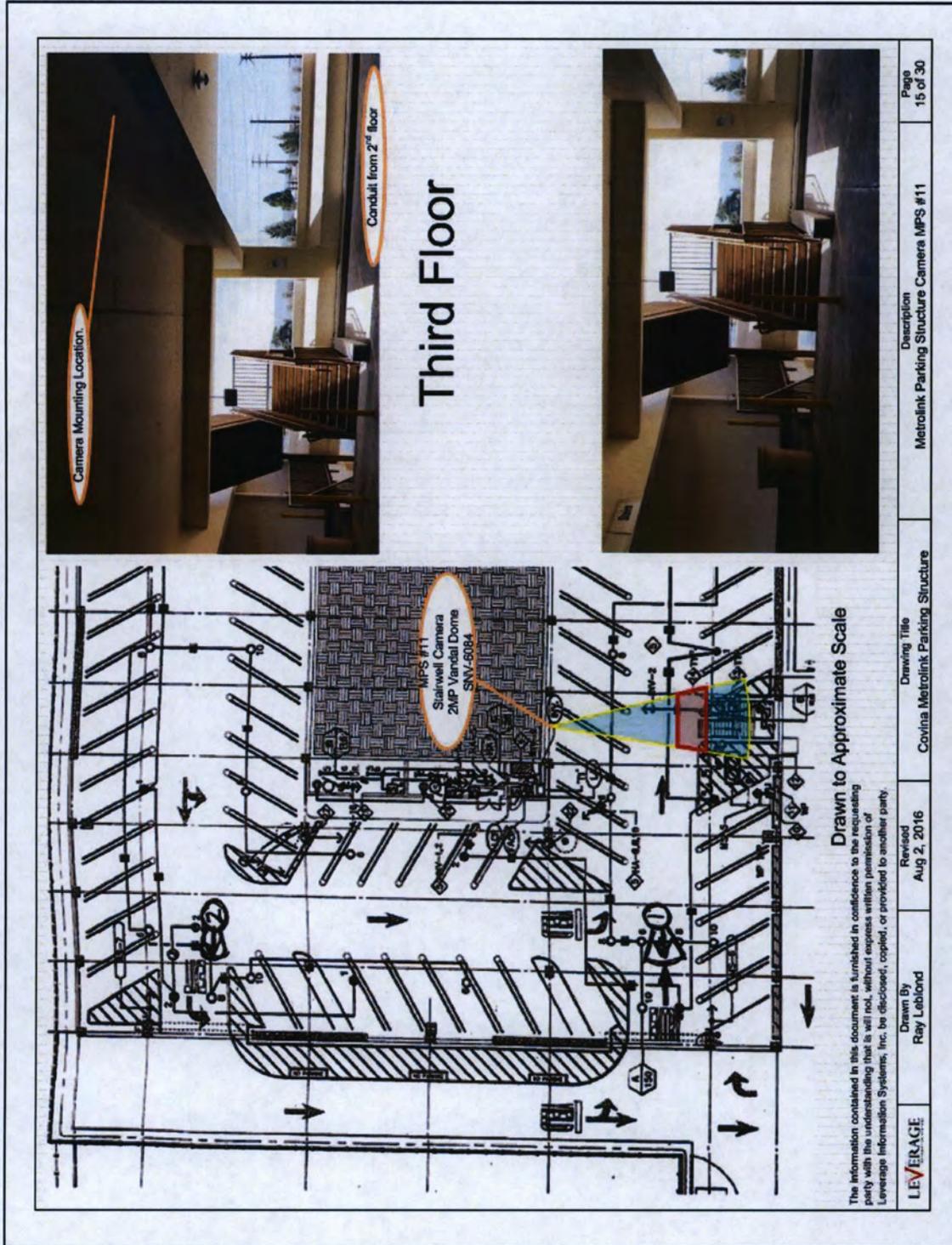
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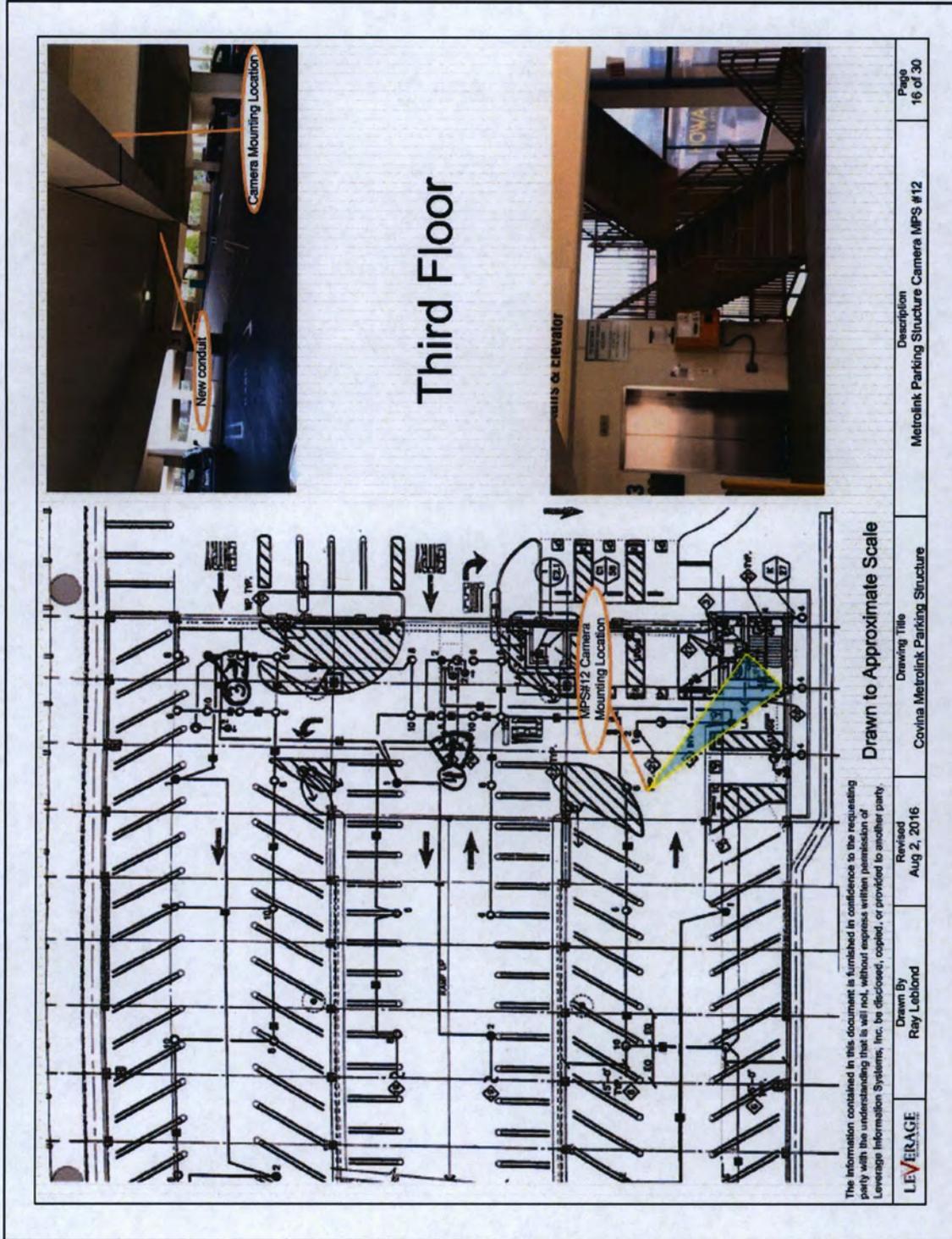
**Figure 15. Metrolink Parking Structure – 2<sup>nd</sup> Floor West Stairwell Camera - MPS #9**

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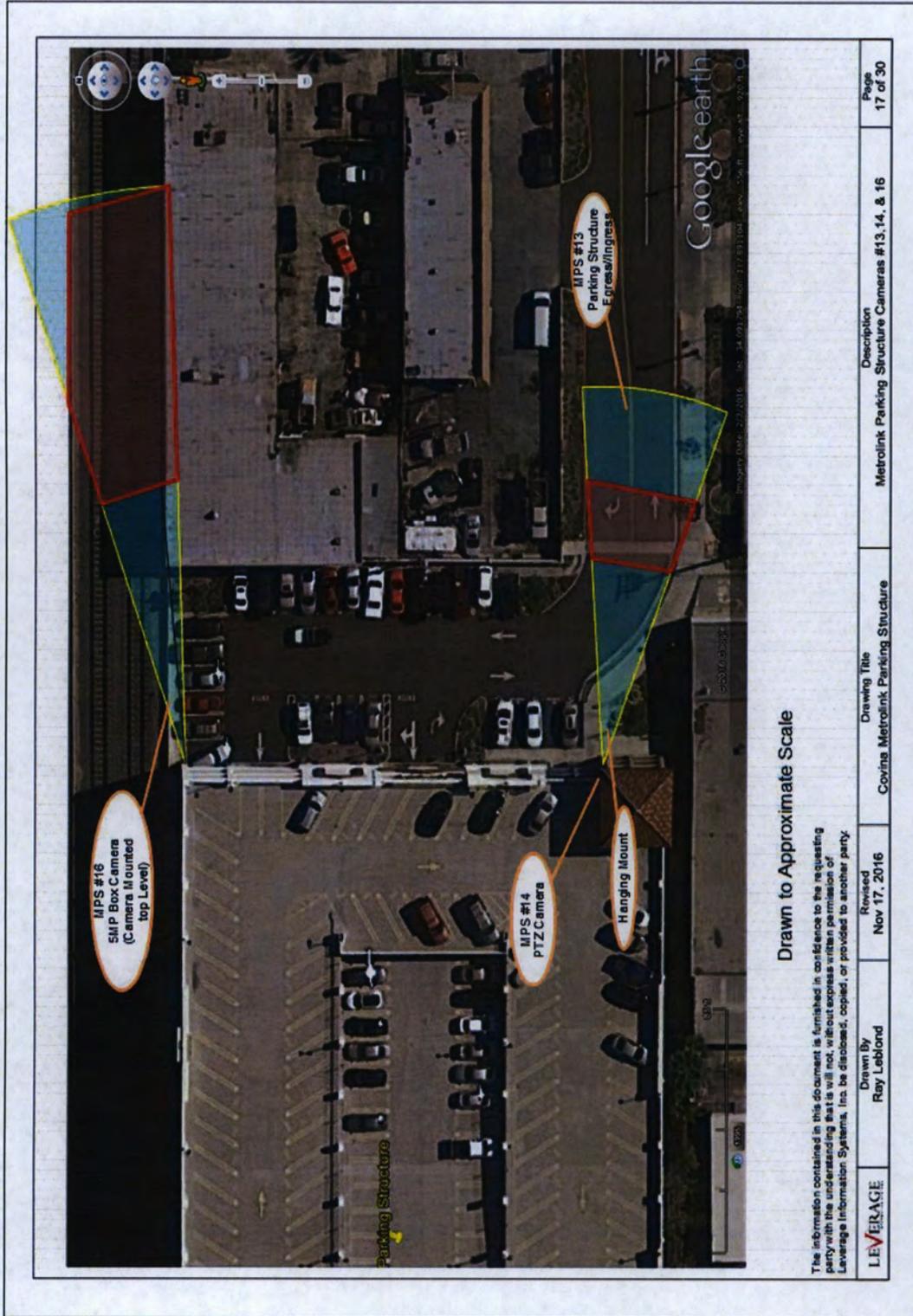


**Figure 17. Metrolink Parking Structure – 3<sup>rd</sup> Floor West Stairwell Camera - MPS #11**

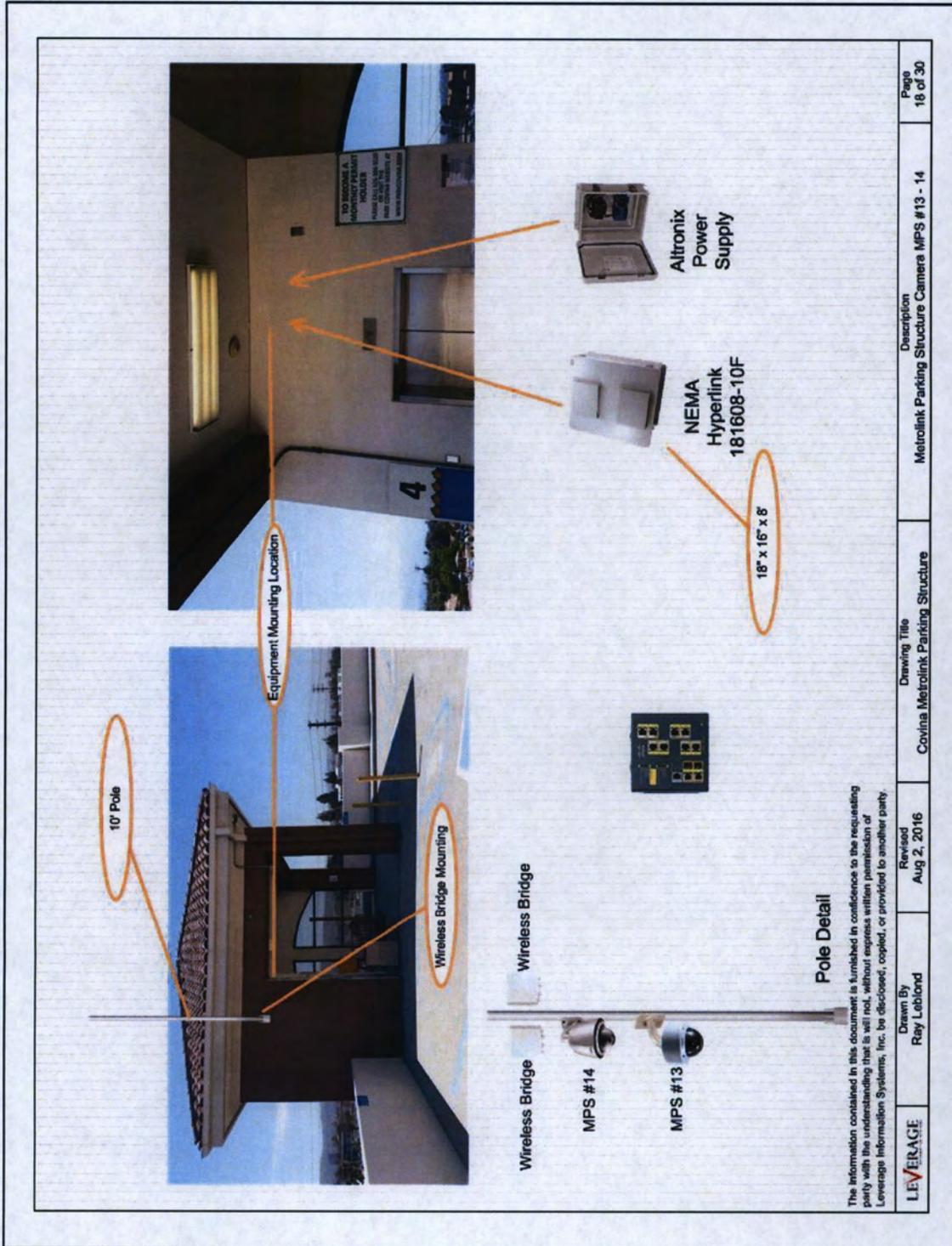


**Figure 18. Metrolink Parking Structure – 3<sup>rd</sup> Floor Elevator/Stairwell Camera - MPS #12**

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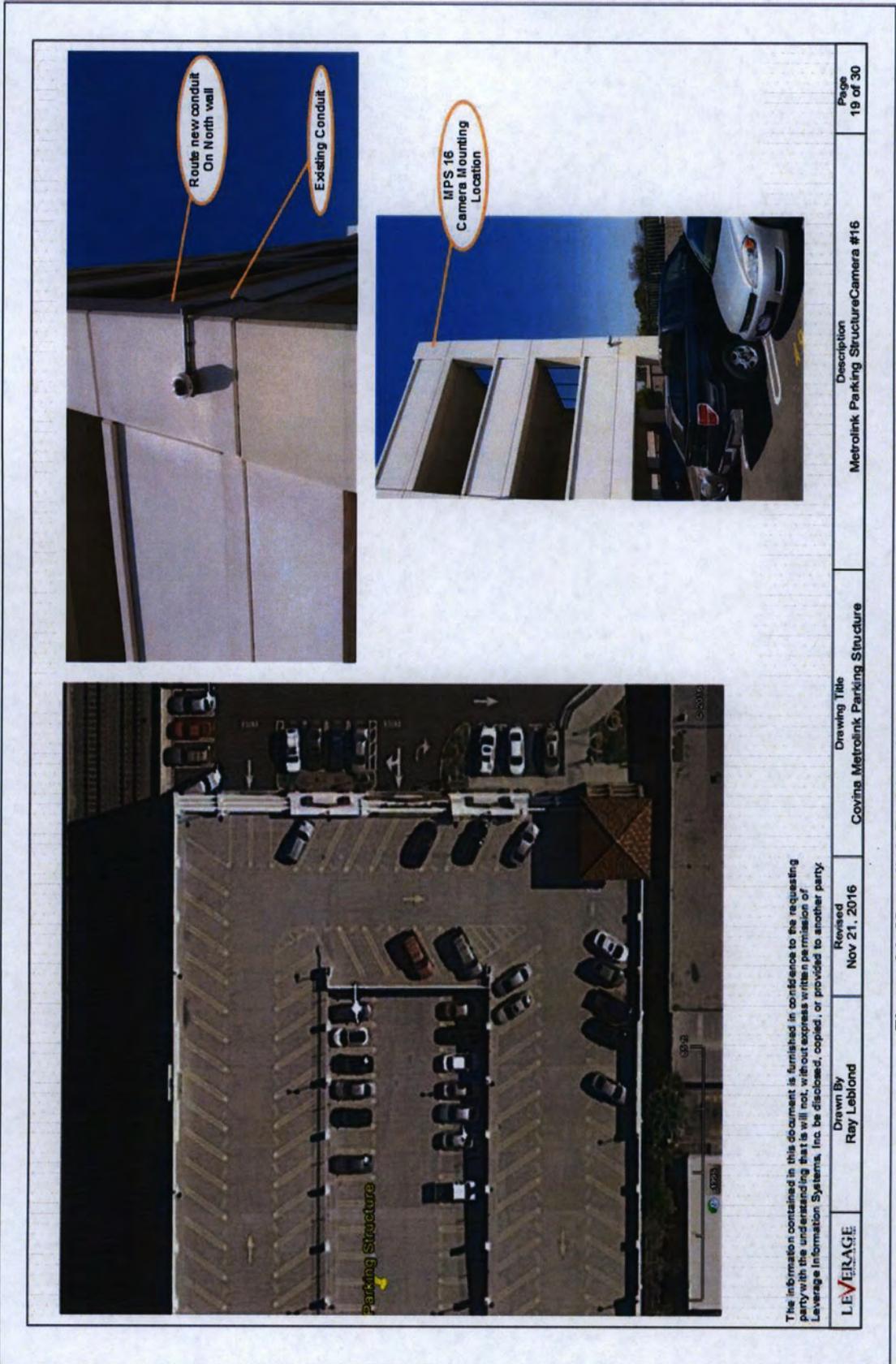


**Figure 19. Metrolink Parking Structure - Top Level Cameras – MPS #13, #14, & #16**



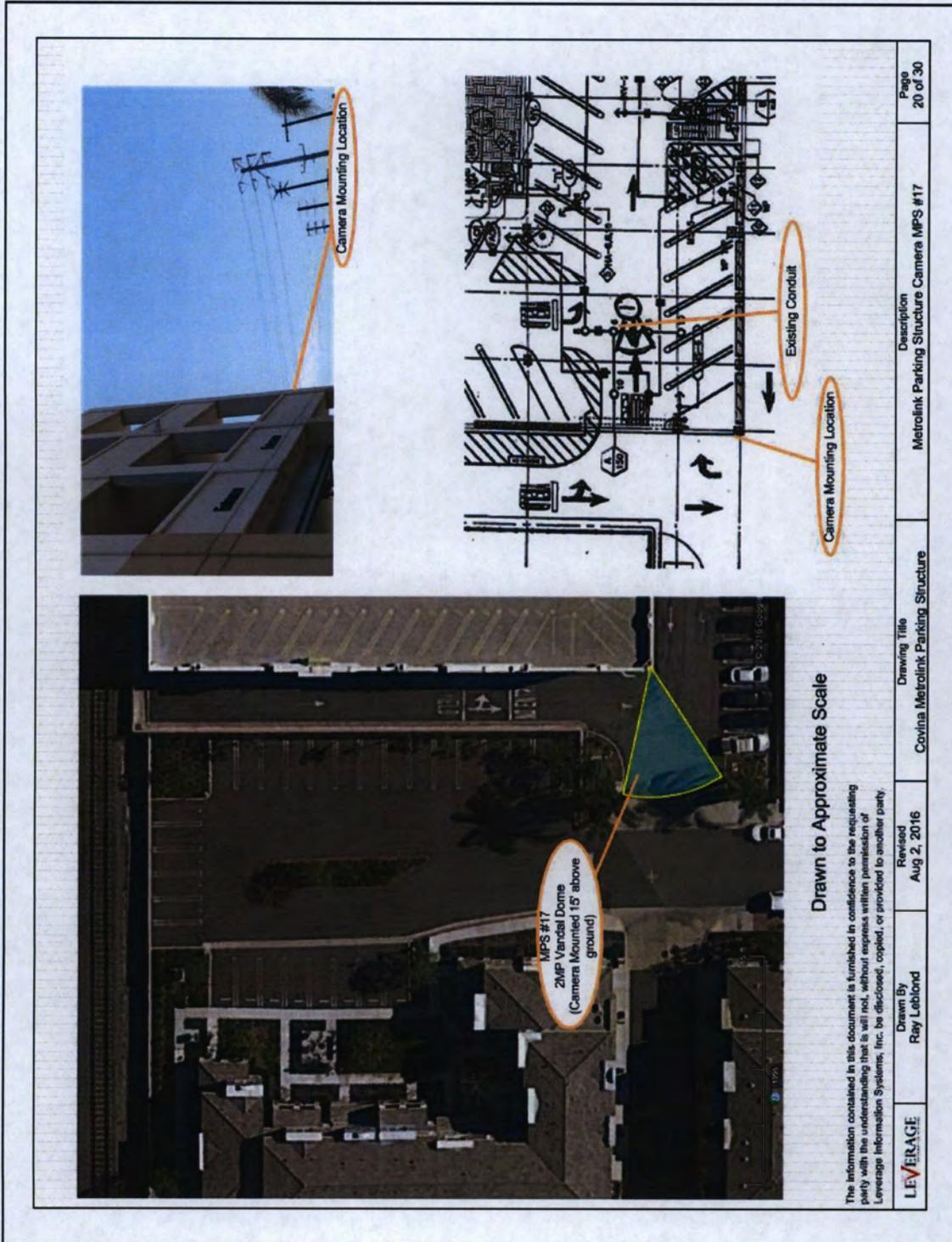
**Figure 20. Metrolink Parking Structure - Top Level SE Corner - Cameras/Network MPS #13, #14**

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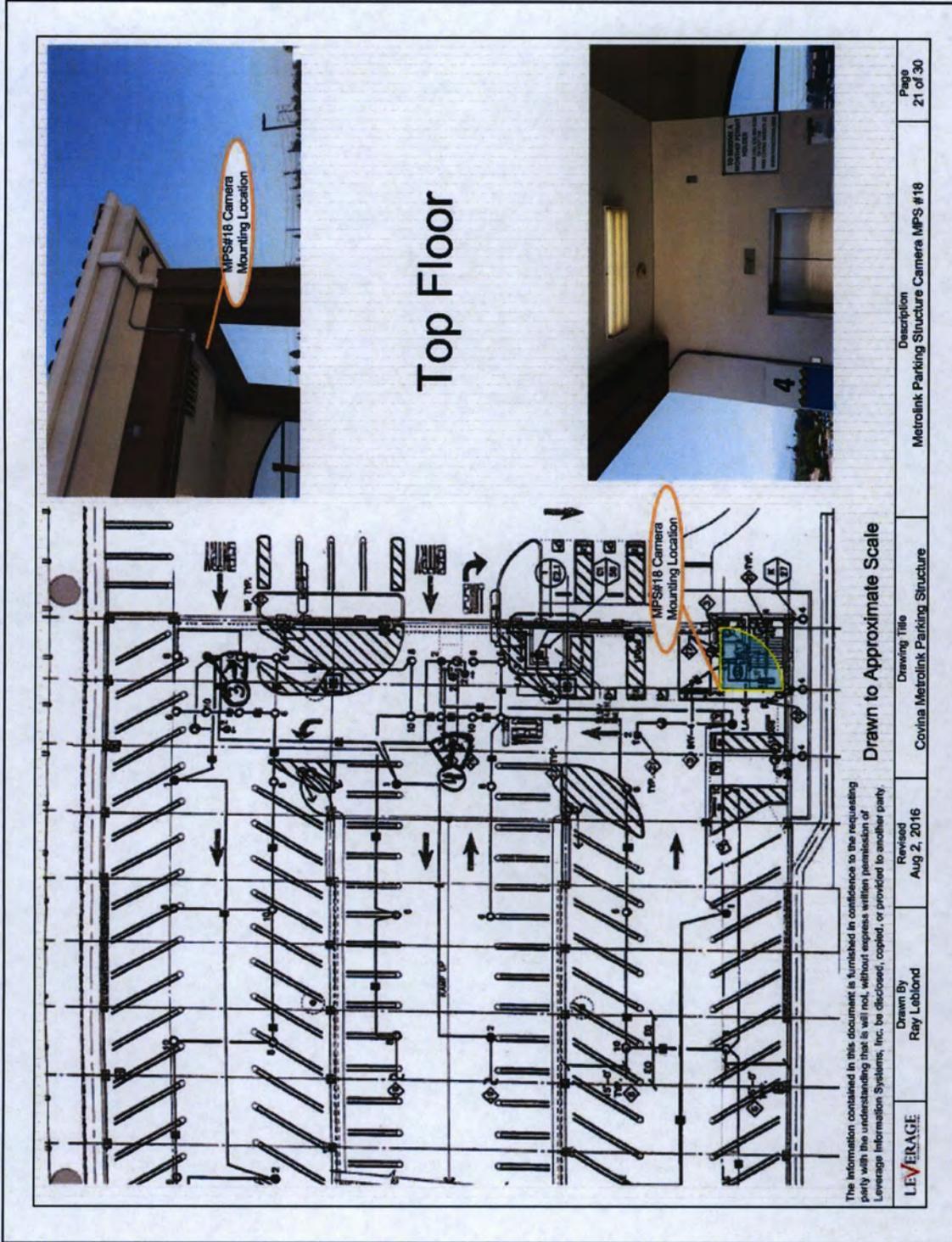


**Figure 21. Metrolink Parking Structure - NE Corner - Cameras MPS #16**

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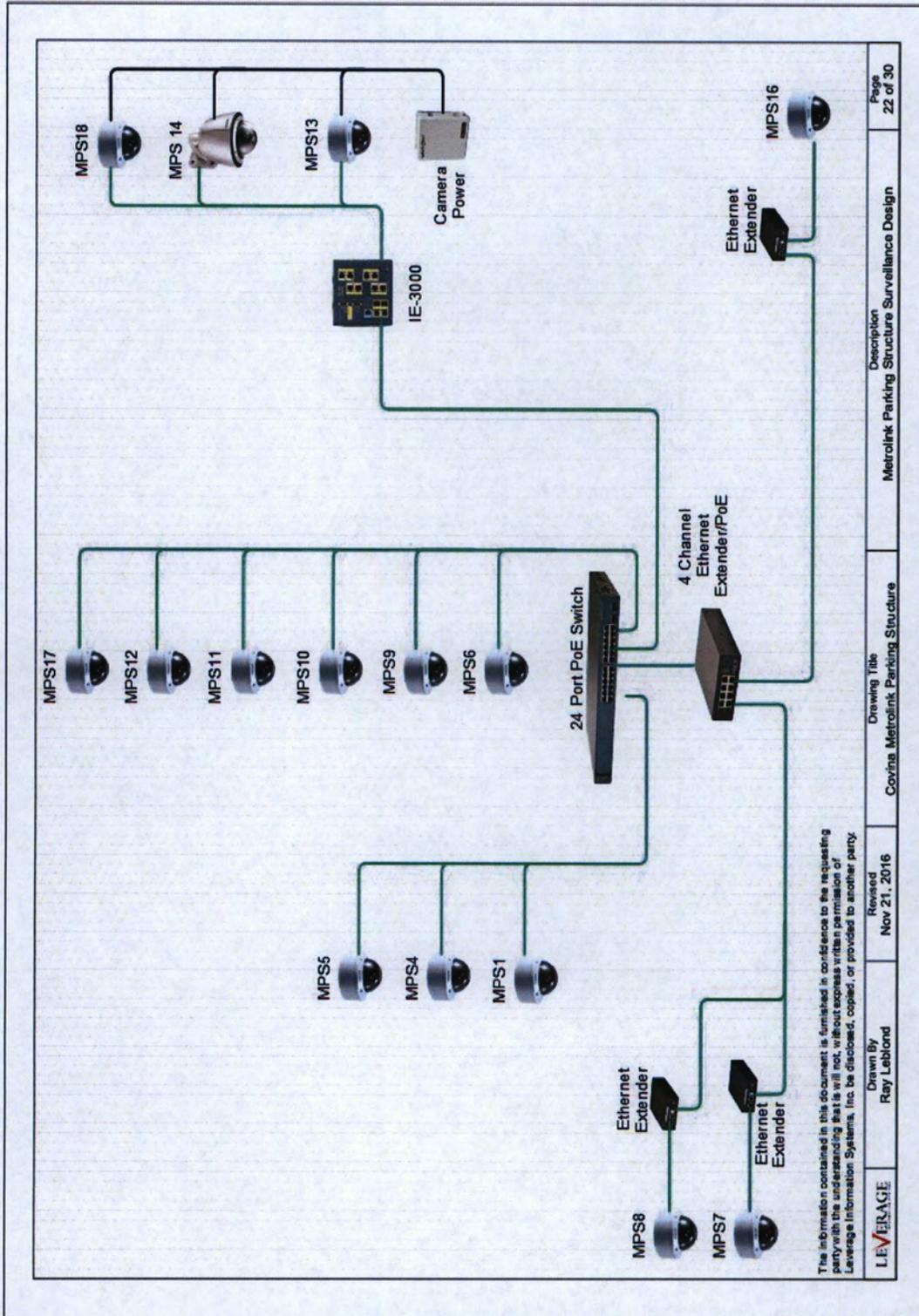
**Figure 22. Metrolink Parking Structure - SW Corner - MPS #17**



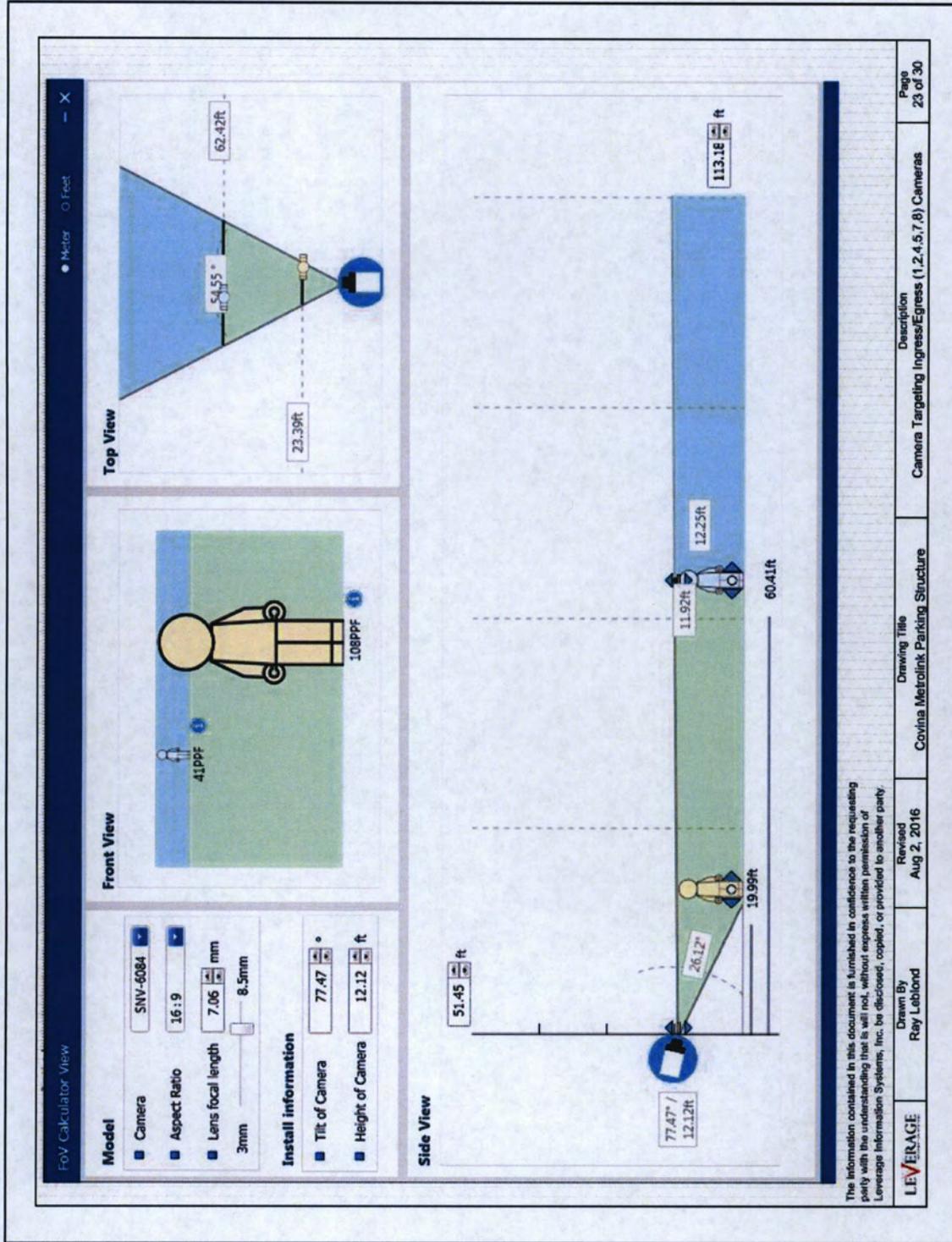
Top Floor

**Figure 23. Metrolink Parking Structure - Top Level Elevator/Stairwell Camera - MPS #18**

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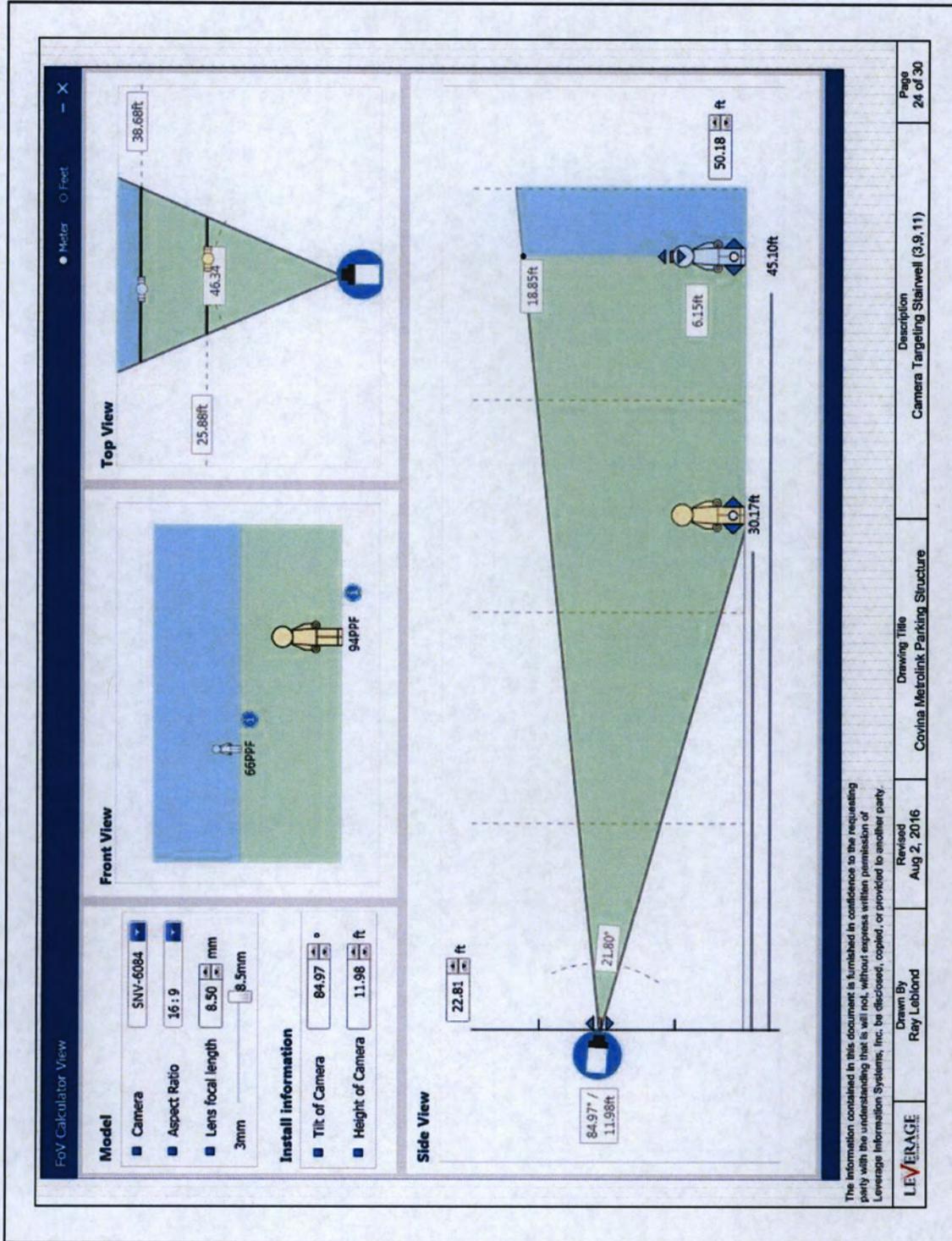


**Figure 24. Metrolink Parking Structure - Design**



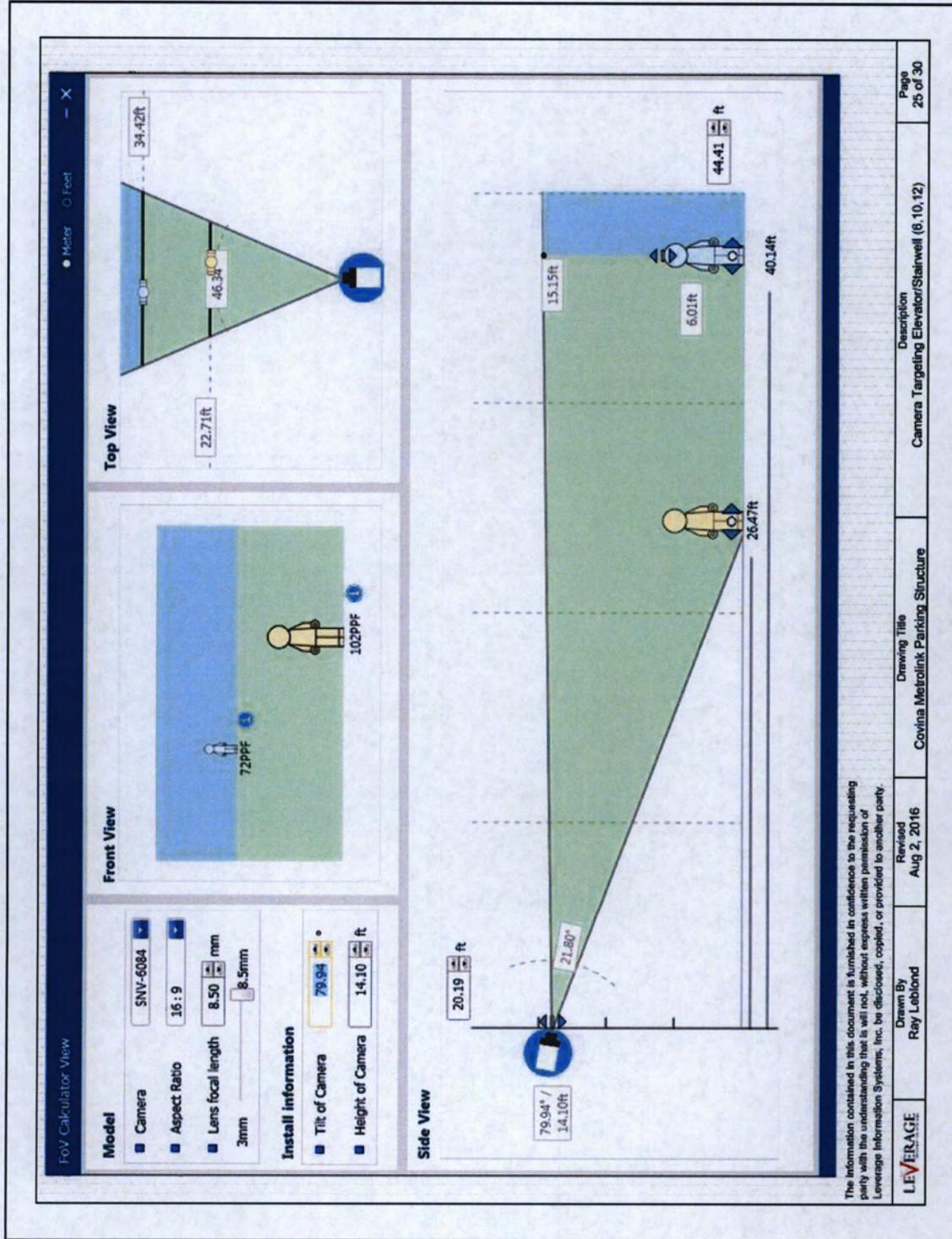
**Figure 25. Camera Field of View - MPS # 1, 4, 5, 7, 8**

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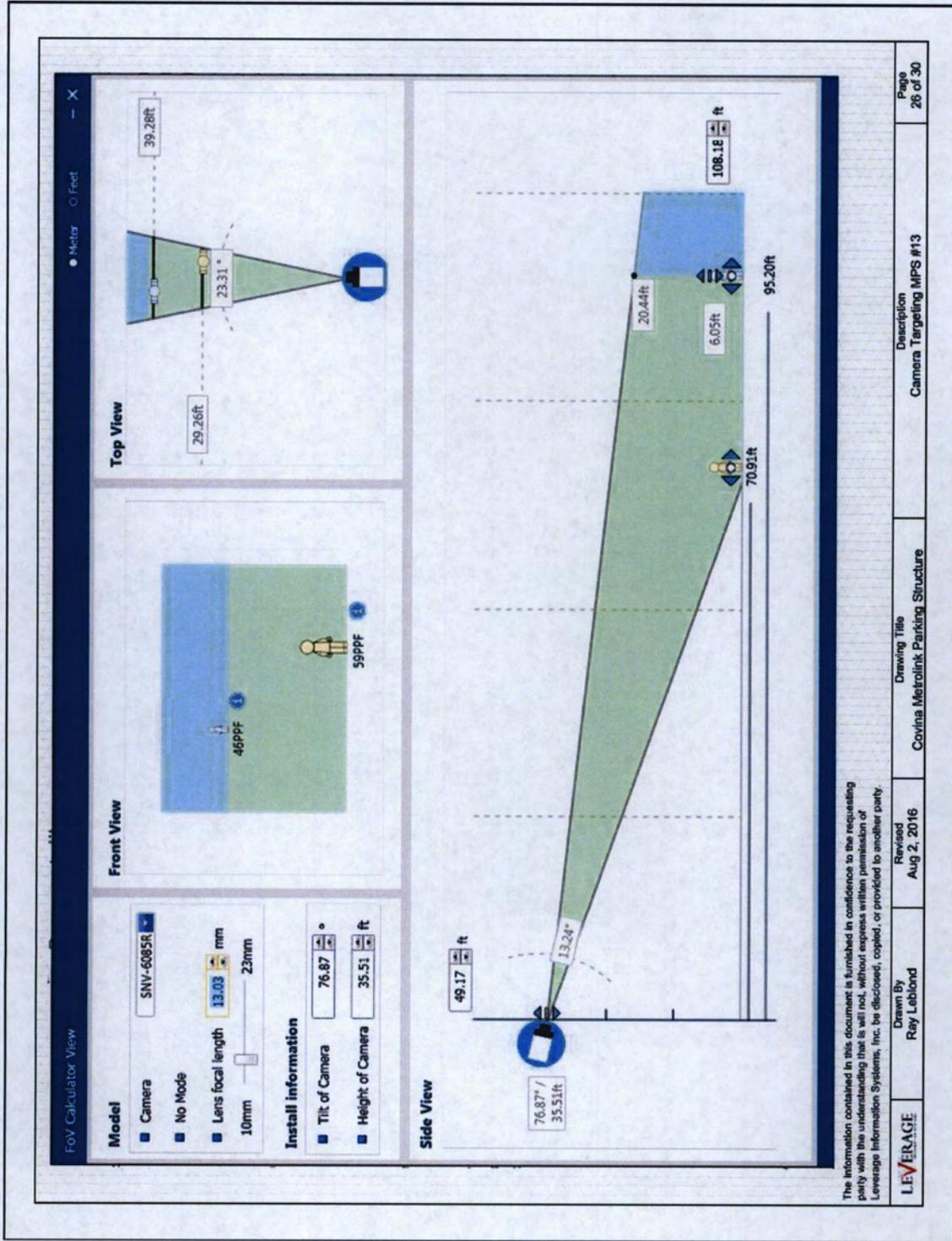


**Figure 26. Camera Field of View - MPS #9 & 11**

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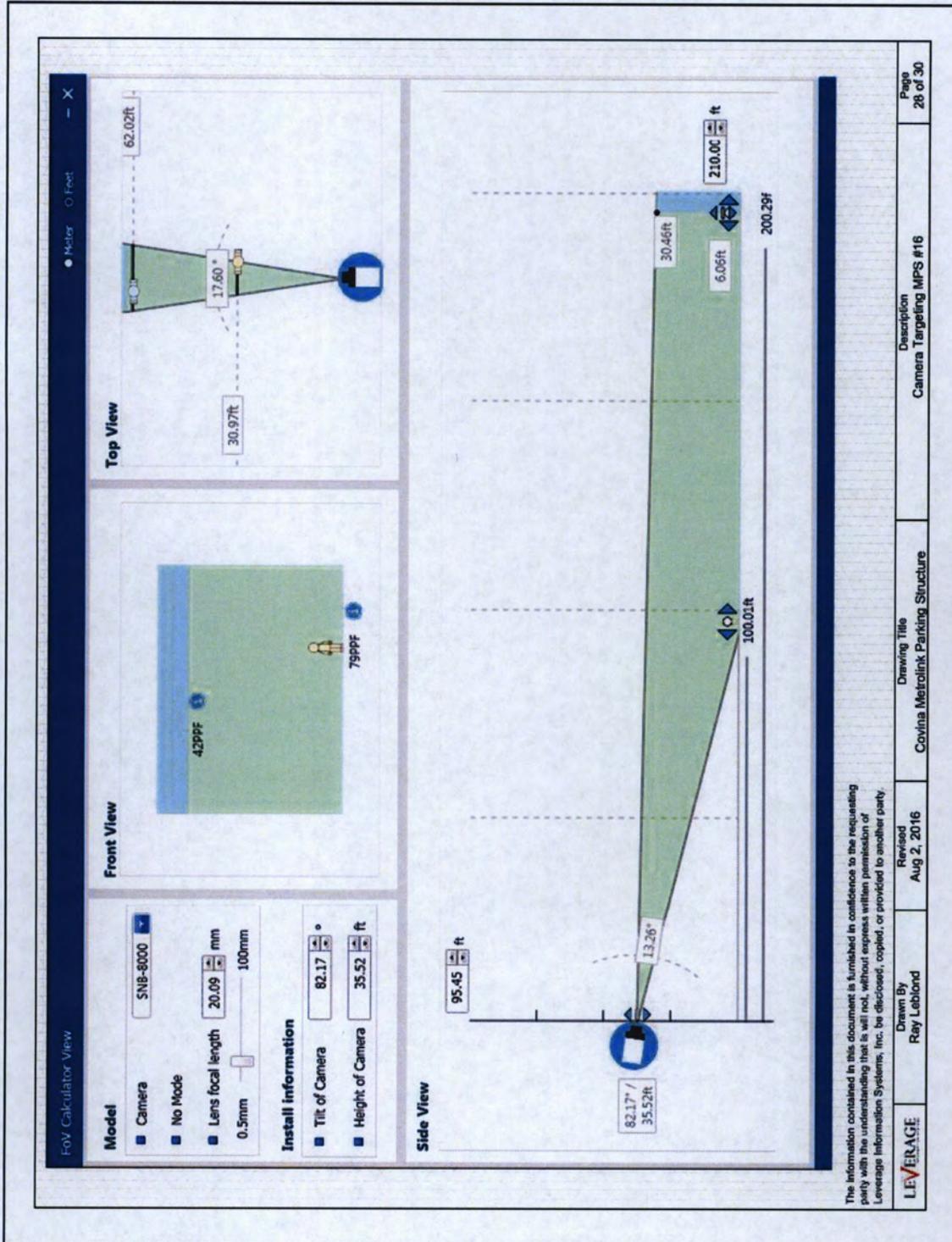


**Figure 27. Camera Field of View - MPS #10 & 12**



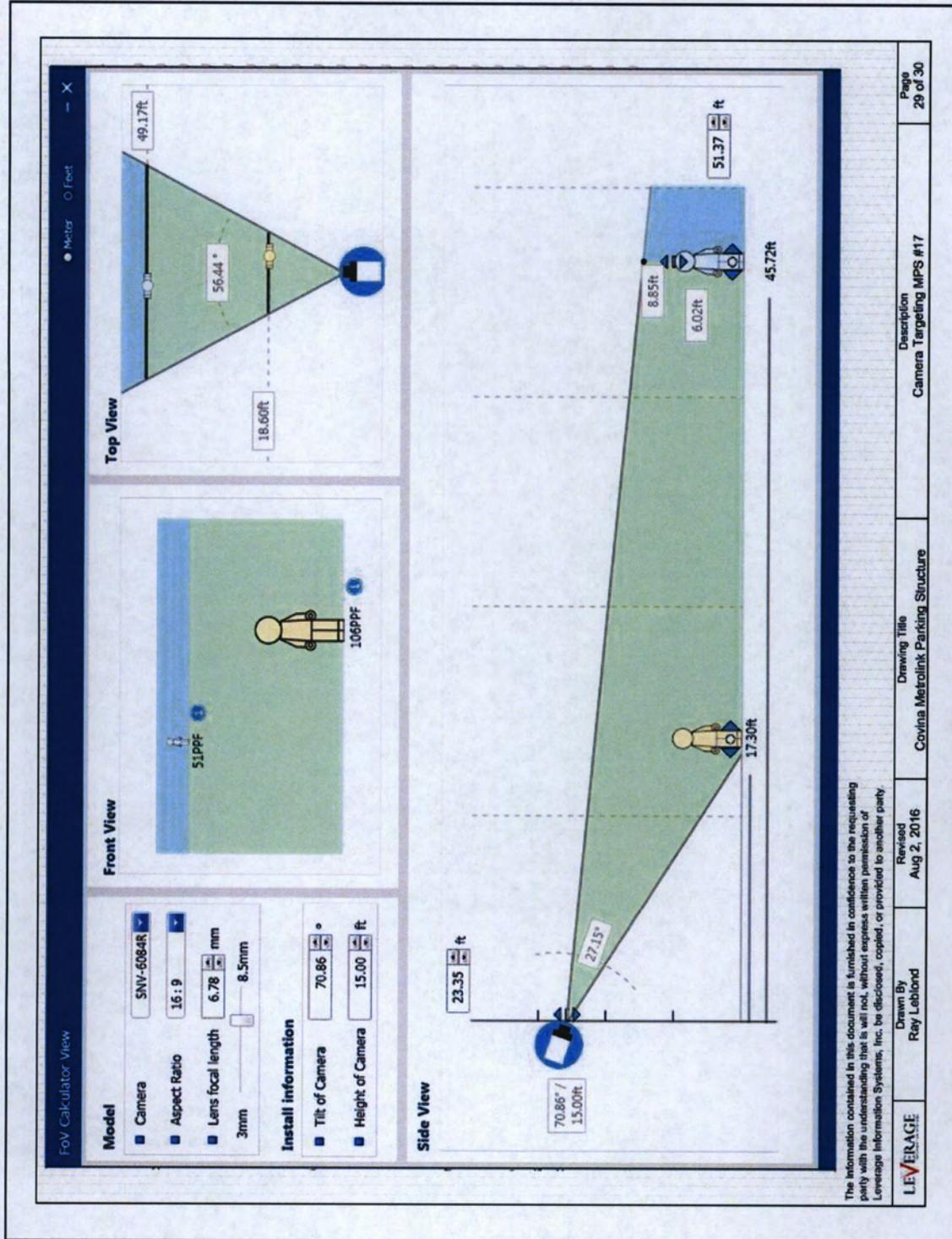
**Figure 28. Camera Field of View - MPS #13**

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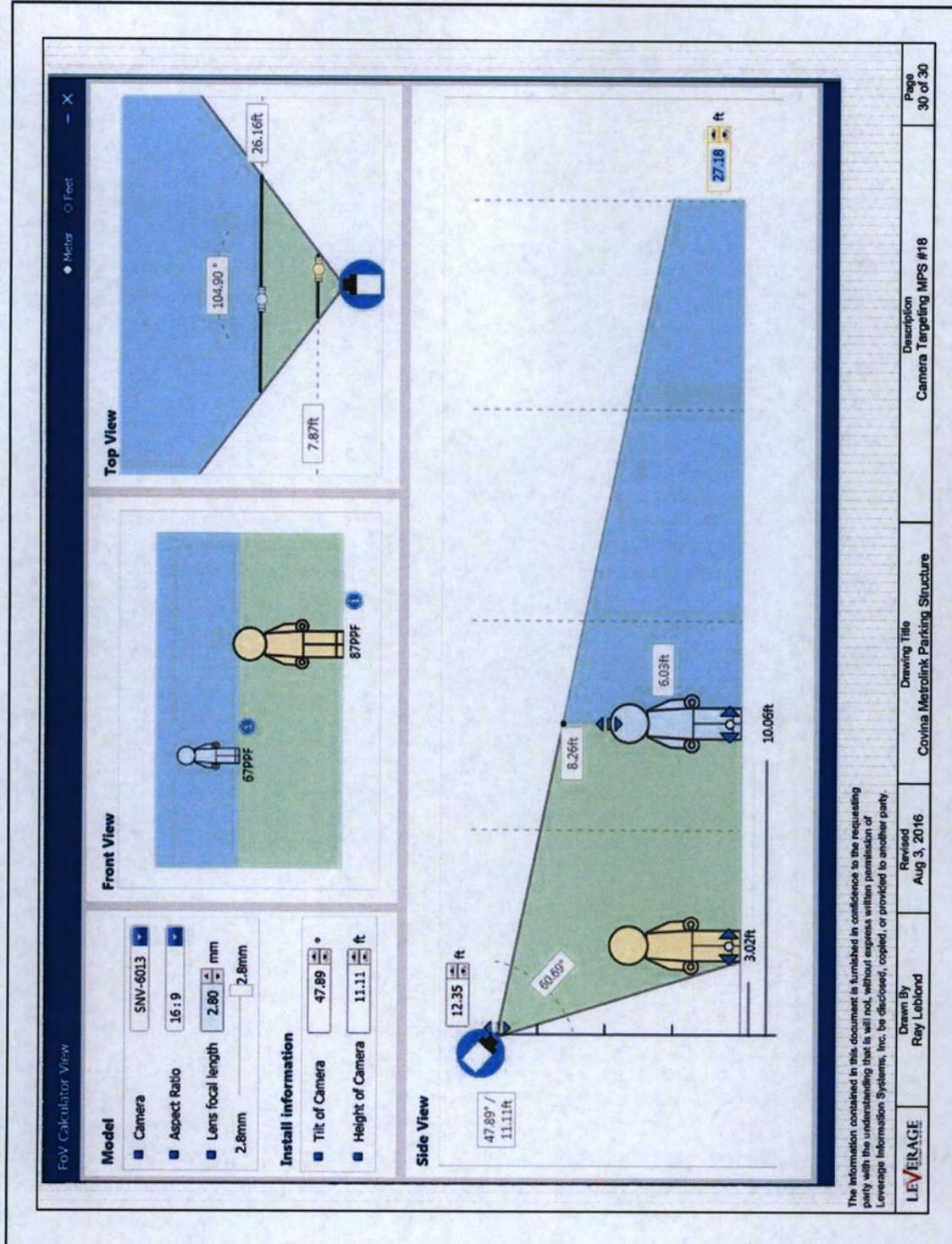


**Figure 29. Camera Field of View - MPS #16**

This document is to be treated as proprietary and confidential to Leverage Information Systems, Inc and is to be shared only with those individuals involved with the negotiation or proper execution of the AGREEMENT described herein.



**Figure 30. Camera Field of View - MPS #17**



**Figure 31. Camera Field of View - MPS #18**

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## **Support Plans**

Leverage Information Systems' video practice is committed to providing exceptional service and support to our customers. As part of that commitment, we offer two service support plans: On site and Remote. Each is tailored to provide the right amount of support for your video systems. Our Silver plan featuring phone center support is described below.

**Remote Phone Support plan.** Leverage Information Engineering will remotely diagnose reported system failures, and provide resolution. Remote support is predicated upon establishing VPN connectivity and appropriate access to the Customer's network. Corrective action may be resolved remotely, or require replacement of Field Replaceable Units.

- Response Time to initial call: 4 hours (normal business hours)
- Parts Coverage: All parts are covered under this plan. The only exceptions are standard consumable items such as batteries, access cards, etc.
- Leverage will provide system level training. Failed components will be diagnosed by Leverage and replaced by the customer.
- Items Not Covered: Any damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning and Acts of God. Also, any items designed to fail in order to protect equipment, such as power and/or lightening suppressors.

**On-Site Support plan.** Leverage Information Engineering will remotely diagnose reported system failures, and provide resolution. Support is predicated upon establishing VPN connectivity and appropriate access to the Customer's network. As necessary, Leverage Information Engineering will deploy an Engineer **on site** for resolution.

- Response Time to initial call: 4 hours (normal business hours)
- Engineer on site: Next Business Day if determined by remote diagnosis.
- Parts Coverage: All parts are covered under this plan. The only exceptions are standard consumable items such as batteries, access cards, etc.
- Items Not Covered: Any damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning and Acts of God. Also, any items designed to fail in order to protect equipment, such as power and/or lightening suppressors.

### **Project Acceptance:**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## **Project Terms and Conditions**

### **On Site Material Storage**

On site storage of project materials may be necessary to meet project schedule and cost objectives. During the project charter development, Leverage may request that the customer provide a secure area to support storage of materials. Leverage assumes that the customer will make an agreed upon location available to store project related materials if deemed necessary.

### **Equipment Mounting Locations**

Within the Leverage proposal there may be locations identified where proposed equipment will be installed. Upon acceptance of the design proposal, Leverage assumes the following:

#### **Use of Assets for equipment mounting**

The proposal may include mounting of equipment in locations conducive to meet the project requirements. Leverage will document those locations in the design proposal and once agreed upon with the customer assumes the location is available for use immediately upon approval by the customer to proceed with the project, or at the time identified in the project schedule. Failure to make the agreed upon locations available by the customer may result in increased cost incurred by Leverage. If the failure to make agreed upon locations available it will be noted on the project schedule developed during the project charter development phase. Leverage will make every attempt to avoid incurring costs outside the scope of the project, but may find it necessary to pass those costs to the customer in the form of a change order.

### **Provisioning of Power**

Unless otherwise stated in the Statement of Work, power as specified in the Leverage proposal, is the responsibility of the customer. Typically for outdoor installations Leverage will require power to be extended to the equipment mounting location (within a few feet), and terminated into a standard J-box (typically 4" x 4"). Leverage will use flexible conduct from the customer provided J-Box to the Leverage equipment. The customer is responsible to provide continuous reliable power.

If the Statement of Work states that Leverage will provide power to the equipment, the customer agrees to provide a continuous reliable power source at an agreed upon location as identified within the Statement of Work or Project Charter.

### **Tree Trimming and other obstructions**

In many cases, Leverage deploys wireless networks to transport IP surveillance video. As such, Leverage will conduct a site survey during the development of a proposal based upon a clear line of sight from one location to another as documented in the proposal.

Obstructions to line of sight may occur from the time the site survey was conducted to the installation, or even possibly after the initial installation. Lack of line of sight may impact the transmission of wireless signals.

Any obstructions to the line of sight that occur subsequent to the generation of the Leverage proposal are the responsibility of the customer. Remediation may result in tree trimming, sign removal and relocation, or other.

### **Sufficient lighting for video quality**

During the deployment of a proposal, lighting conditions are taken into consideration. Poor lighting conditions will impact video quality, and cause recorded video to require additional storage, which may not be taken into account. Some cameras support day/night and will automatically switch to night mode when lighting falls below a threshold. Artificial lighting including IR may improve vision in low light conditions. Leverage may include in the IR lighting with coverage areas that the customer may want to validate in order to ensure the desired coverage is achieved. During the project design this will be discussed and again reviewed during the project charter. The primary responsibility for sufficient lighting will be the customer's.

Leverage will make every attempt to ensure sufficient video quality with poor lighting including the following items below.

1. Existing lighting may be required to meet video quality objectives.
2. IR lighting may be added. If so, IR lighting has a coverage area much like a camera. The coverage area is provided by the IR lighting OEM, which is included in their specifications.

### **Traffic Management**

Unless otherwise agreed to in the proposal the customer is responsible for Traffic Management, including any local permits or other requirements related to access the location where equipment will be mounted.

# LEVERAGE

INFORMATION SYSTEMS

## **Corporate Headquarters**

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909.418.2805 Office  
800.486.5009 Fax

[www.leverageis.com](http://www.leverageis.com)

## **About Leverage**

Leverage Information Systems, Inc. (LEVERAGE) is an industry leading IP communications networking solutions provider. Our Southwest Regional Office business unit is focused on delivering IP-based and hard-wired surveillance solutions that address Public Safety and Law Enforcement concerns. LEVERAGE maintains both corporate and regional certification for all aspects of any tactical surveillance architecture deployed by our professionals. We have become known for our "LEVERAGE Standard" reliable Public Safety deployments within multiple Law Enforcement Agencies in Southern California.

The LEVERAGE architecture lends itself to flexible add-on growth because of its open, peer-to-peer (server-less) and license-free deployment model. Existing LEVERAGE surveillance implementations are easily expanded by adding additional surveillance nodes. Our open architecture and flexible integration can be seen in many cities in Southern California.

**EXHIBIT C**  
**CALIFORNIA LABOR CODE COMPLIANCE**  
**(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)**

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date \_\_\_\_\_ Signature \_\_\_\_\_

**RESOLUTION NO. 16-7578**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2017-2021 CAPITAL IMPROVEMENT PROGRAM AND THE FISCAL YEAR 2017 CAPITAL IMPROVEMENT BUDGET TO REFLECT AN APPROPRIATION OF \$8,473.32 FROM AVAILABLE PROPOSITION A FUND BALANCE TO INCREASE FUNDING FOR THE PROCUREMENT AND INSTALLATION OF THE COVINA METROLINK STATION CAMERA SYSTEM AND INCREASING THE FISCAL YEAR 2017 PARKING CAPITAL IMPROVEMENT BUDGET (ACCOUNT NO. 2400-TO11-52310) IN THE AMOUNT OF \$8,473.32 FOR EXPENDITURE ON THE PROCUREMENT AND INSTALLATION OF THE COVINA METROLINK STATION CAMERA SYSTEM**

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

**WHEREAS**, the Fiscal Year 2017 Operating Budget and 2017 Capital Improvement Program Budget were approved on July 19, 2016; and

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

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

**WHEREAS**, on July 19, 2016, the City Council adopted Resolution No. 16-7503 approving the Fiscal Year 2017 Operating Budget and Resolution No. 16-7504 approving the Fiscal Year 2017-2021 Capital Improvement Program and the Fiscal Year 2017 Capital Improvement Budget; and

**WHEREAS**, the City of Covina wishes to allocate additional funding in an amount of \$8,473.32 from the Proposition A Fund balance for the procurement and installation of the Covina Metrolink Station Camera System in a total amount of \$143,473.32.

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

**SECTION 1.** Amend the fiscal year 2017-2021 Capital Improvement Program and the Fiscal Year 2017 Capital Improvement budget as follows: Increase funding for the procurement and installation of the Covina Metrolink Station Camera System by \$8,473.32. Appropriate \$8,473.32 from available Proposition A Fund balance to the Covina Metrolink Station Camera System CIP Budget (account no. 2400-TO11-52310).

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED** and **PASSED** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7578 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 10

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**MEETING DATE:** December 20, 2016

**TITLE:** Proposed Sales Agreement with A-Z Bus Sales, Inc. for the Procurement of a New Covina Transit Vehicle

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:**

- 1) Authorize the Interim City Manager to execute the Sales Agreement with A-Z Bus Sales, Inc. for the procurement of a new Covina Transit Vehicle in an amount not-to-exceed \$77,594.70; and
- 2) Adopt Resolution No. 16-7577 to amend the FY 2017 Capital Improvement Program (CIP) Budget to increase funding for the procurement of a new Covina Transit Vehicle by \$17,594.70 and appropriate the necessary funds from Proposition C Fund balance.

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**BACKGROUND:**

On July 19, 2016, the City Council adopted Resolution No. 16-7504 approving the FY 2017-2021 Capital Improvement Program (CIP) and the FY 2017 CIP Budget. The FY 2017 CIP Budget includes \$60,000 in Proposition C funding for the procurement of a new Covina Transit Vehicle, which provides for a scheduled replacement of three cutaway transit vehicles in the Covina Transit fleet that have reached the end of their useful lives of 100,000 miles. Beginning in FY 2017, this program will provide for the replacement of one vehicle each fiscal year for three consecutive fiscal years by utilizing the California Association for Coordinated Transportation (CalACT) Purchasing Cooperative.

Currently, the Covina Transit fleet consists of five vehicles of which two are passenger vans and three are cutaway buses that fall under the U.S. Department of Transportation Federal Transit Administration (FTA) vehicle category of Light-Duty Small Buses, Cutaways, and Modified Vans. Of the five vehicles, the two passenger vans which were purchased in 2014, are just over two years old and have accumulated less than 60,000 miles on each vehicle. However, of the three cutaway buses, two were purchased in 2008 and one was purchased in 2010, making the buses over eight and six years old, respectively. Each of the buses have accumulated over at least 130,000 miles with one of the buses purchased in 2008 having already accumulated over 170,000 miles. Since these vehicles were previously purchased with Proposition A and Proposition C funds from the Los Angeles County Metropolitan Transportation Authority (Metro), their useful lives are prescribed by the FTA.

According to the FTA's April 2007 publication, *Useful Life of Transit Buses and Vans* and pursuant to FTA Circular 5010.1D, "Grant Management Requirements," dated November 1, 2008, the minimum service-life of Light-Duty Small Buses, Cutaways, and Modified Vans are either 4 years or 100,000 miles, whichever comes first. The original goal of the FTA's service-

life policy was to ensure that transit vehicles would be in service long enough for taxpayers to obtain an adequate return on their investment before the vehicle was retired, however, over time the interpretation of this minimum service-life has become viewed as the actual useful life of a vehicle at which the vehicle should be retired. Due to this interpretation, it has been commonly perceived that transit vehicle manufacturers now design their vehicles to meet, but not exceed, these minimum-life requirements.

Based on these industry standards, the three cutaway buses in Covina Transit's fleet have been in service for well over their useful lives and are eligible for replacement without repayment penalties to Metro. Although these vehicles are still operational, they are becoming increasingly costly to maintain as the major components of the vehicles are becoming less fuel efficient, worn, and need to be repaired or replaced more frequently. Due to the increased need for maintenance, future contracted operators of Covina Transit are highly likely to propose an increase in maintenance costs and in essence, cause an increase to the total life cycle cost of the existing vehicles.

**DISCUSSION:**

To address these issues, the Department of Public Works engaged with CalACT in search for the most appropriate replacement vehicle for Covina Transit. CalACT and the Morongo Basin Transit Authority (MBTA) offer a joint purchasing package adhering to Section 2.20.210 of the Covina Municipal Code (CMC) for joint purchasing agreements with other government entities by which the Department of Public Works has successfully utilized repeatedly in 2010 and 2014 to purchase a total of three vehicles for the Covina Transit fleet. Since the CalACT/MBTA Purchasing Cooperative pre-screens and pre-selects vehicle manufacturers to ensure all applicable federal regulations for transit vehicles are met in addition to selecting the lowest qualified bidders through a competitive bid process, the City will realize significant savings in terms of vehicle costs, staff resources, and vehicle delivery by utilizing this program.

Through the CalACT/MBTA Purchasing Cooperative, the Department of Public Works has been working in conjunction with A-Z Bus Sales, Inc., who is one of two qualified low-bidders for the program, to select an appropriate replacement vehicle. Initially, multiple vehicle types were evaluated based on price, capacity, reliability, input received from Covina Transit's operator in regards to regular service needs, and feedback from the City of Monrovia's recent experience with making a similar purchase through the same vendor. However, the vehicle that will be retired out of Covina Transit's current fleet is a Type A bus with the seating capacity of nine passengers in addition to one wheelchair, so naturally, a similar vehicle was considered as a replacement. After reviewing the various options, it was eventually determined that a Type A bus manufactured by Glaval Bus with the seating capacity of eight passengers in addition to two wheelchairs would be the most suitable.

Since the City of Covina is a registered member of the CalACT/MBTA Purchasing Cooperative, CalACT has provided the City of Covina with a contract assignment which entitles the City to enter into the same agreement with A-Z Bus Sales, Inc. that CalACT/MBTA has awarded. This will allow the Department of Public Works to purchase the replacement transit vehicle for the competitive bid prices that were solicited through the Purchasing Cooperative.

Although the base price of the new vehicle considered is listed at \$59,743, additional options were strongly recommended by the vendor and Covina Transit operator to increase safety of the passengers and mitigate exposure to the City of Covina since the vehicle will be put into service for public transit. Options evaluated were the addition of a fare box, 1000 pound capacity wheelchair lift, emergency exit roof hatch, and a five camera surveillance system. The fare box and wheelchair lift are necessary add-ons since the operator will need to collect fares from riders and the wheelchair

lift is needed to accommodate non-ambulatory passengers, which are also currently equipped in the existing Covina Transit vehicles.

On the contrary, the emergency exit roof hatch and camera system would be upgrades to the current vehicle fleet though they are increasingly becoming standards on transit buses and were also observed on the City of Monrovia's transit vehicles. The roof hatch was recommended as an added safety feature to serve as an emergency exit in the event the vehicle tips over on its side, preventing accessibility to other means of egress. The camera system would allow monitoring of transit activity to ensure a positive passenger experience while providing video footage to document the travel experience and provide footage that may be used to resolve any disputes for incidents that may occur during transit service. With the addition of these options, applicable taxes, and fees, the grand total of the transit vehicle would be \$77,594.70.

Upon executing the Sales Agreement with A-Z Bus Sales, Inc., an order will be placed and vehicle delivery can be expected within 150 to 180 days.

**FISCAL IMPACT:**

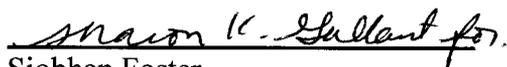
The fiscal impact associated with entering into the Sales Agreement with A-Z Bus Sales, Inc. for the procurement of a new Covina Transit Vehicle is an amount not-to-exceed \$77,594.70. Since the transit vehicle directly supports paratransit, the costs are eligible to be funded by Proposition C funds received from the Los Angeles County Metropolitan Transportation Authority (Metro).

Currently, the City Council has approved the FY 2017 CIP budget of \$60,000 for the procurement of a replacement vehicle for Covina Transit (account no. 2405-4350-55550). However, although the original CIP budget of \$60,000 supports the base cost of the vehicle alone, the costs associated with the additional options, State of California Department of Motor Vehicles fees, applicable taxes, and the CalACT/MBTA program fees require an additional \$17,851.70. To supplement the CIP budget for the procurement of the transit vehicle, available funding has been identified in the Proposition C Fund balance in the amount of \$17,594.70 and approval has been obtained from Metro for the proposed expenditure of additional funds. Adoption of Resolution 16-7577 would appropriate \$17,594.70 from available Proposition C Fund balance to the Covina Transit CIP budget (account no. 2405-4350-55550).

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Respectfully submitted,



Siobhan Foster

Director of Public Works

**ATTACHMENTS:**

Attachment A: Sales Agreement with A-Z Bus Sales, Inc.

Attachment B: Assignment to Purchase Agreement with CalACT

Attachment C: Agreement Regarding Purchase of Paratransit Vehicles, dated June 1, 2016, between A-Z Bus Sales, Inc. and Morongo Basin Transit Authority

Attachment D: Resolution No. 16-7577

# A2Z BUS SALES

## MBTA CalACT Cooperative RFP 15-03

Type "A"; 8 + 2 WC

Customer:	<b>City of Covina</b>		Quote Date	11/11/2016	
Address:	125 E. College Street	County:	Los Angeles	Expires	3/23/2018
City:	Covina	Zip Code:	91723		
Contact:	Kevin Ko	Office Phone:	626-384-5523	DSI Account:	
Email Address:	<a href="mailto:kko@covinaca.gov">kko@covinaca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Kelly Mills	Type	A Ford - Gasoline		

QTY			Contract Price
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<b>GLAVAL BUS, TYPE A, FORD E-350</b>			
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1	Gasoline - Cut-Away Chassis 8 + 2	Glaval	Chassis, E-350, 138", 6.8L V-10	
			<b>Sub-Total Base Unit</b>	<b>59,743.00</b>

<b>PUBLISHED OPTIONS</b>			
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1	Freedman Foldaway Seat (double)		1,025.00	1,025.00
1	Roof Vents		425.00	425.00
2	Credit for seat delete		(110.00)	(220.00)
1	Removable diamond floor access plate		110.00	110.00
1	USSC G2 E Drivers Seat (Standard)	STD		-
1	Cruise Control (Included)	INC		-
1	Spare tire (loose, full size, identical to supplied tires) (Standard)	STD		-
1	ADNIK Power Seat Base		445.00	445.00
1	Velvac Power Mirror (Standard)	STD		-
1	Braun NCL 1000 (1k lbs capacity lift)		575.00	575.00
1	AM/FM CD Per spec (Standard)	STD		-
1	Documentation Charges		80.00	80.00
1	DMV/State Fees		12.25	12.25
			<b>Sub-Total Published Options</b>	<b>2,452.25</b>

<b>NON PUBLISHED OPTIONS</b>			
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1	REI HD800, 5-Camera System including Backup Camera, 2 TB Hard Drive, GPS, Event Marker		3,983.00	3,983.00
1	Filon Ceiling and Walls, ILO standard		621.00	621.00
1	Diamond Model XV Fare Box with 2 vaults		1,415.00	1,415.00
1	Custom Graphics & Contractor Decal		2,750.00	2,750.00
1	Ford Gaseous Prep Package #981 Hardened Cylinder Head		-	-
			<b>Sub-Total Non-Published Options</b>	<b>8,769.00</b>

<b>SUMMARY</b>			
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<b>SPECIFICATION SUMMARY</b>			
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Model Year	2016/2017	Make:	Ford	Wheelchair Lift Model:	Braun 1,000#
Type:	A Gasoline	Chassis:	E-350	Wheelchair Lift Location:	Rear
Passenger Capacity:	8 + 2	Wheelbase:	138"	Number of Tie Downs:	2
Seat Fabric:	Docket 90 Vinyl - Gray	Engine:	6.8L V-10	Alternator:	225 Amp OEM
Air Conditioning System:	TA 712 Super	GVWR:	12,500	Tie Down Type:	Q'Straint DLX
Exterior Color/Graphics:	White only	Body Length:	21'	Estimated Delivery:	180 Days ARO

# A2Z BUS SALES

## MBTA CalACT Cooperative RFP 15-03 Type "A"; 8 + 2 WC

Customer:	<b>City of Covina</b>		Quote Date	11/11/2016	
Address:	125 E. College Street	County:	Los Angeles	Expires	3/23/2018
City:	Covina	Zip Code:	91723		
Contact:	Kevin Ko	Office Phone:	626-384-5523	DSI Account:	
Email Address:	<a href="mailto:kko@covinaca.gov">kko@covinaca.gov</a>	Cell Phone:		Fax Number:	
Sales Representative:	Kelly Mills	Type	A Ford - Gasoline		

**QTY** **Contract Price**

**SUMMARY STANDARD BID FEATURES & EQUIPMENT**

Galvanized Steel Cage Construction	Fully Insulated Body Assembly Process
Galvanized Exterior Skins - Vacuum Laminated Body Construction	ALL LED Exterior Lighting
One Piece FRP Roof Assembly	Number, function, and color coded wiring
36" Electric Entry Door	Braun Century W/C Lift located in the rear
Ergonomic Driver Control Panel with Quick Disconnect	Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
Driver Side Running Board	96" Body Width
Remote control & heated Exterior Mirrors	Seating: Doc 90 upholstery, Grab Handles, USR's, aisle arm rests
Standard 2-Step Entry with 12" First Step Height	ISO 9001:2008 Quality Manufacturing Process
Dual Entry Grab Rails	Ford QVM Certified Manufacturer
5/8" Marine Plywood Subfloor, with Galvanized Steel Sub-structure	Back Up Alarm, Anti-ride Rear Bumper
Integrated Track Seating System	Front Mud Flaps
Stanchion and Modesty Panel Behind Driver, with Plexiglass	Altoona 7 Year/200,000 Mile Tested
5 YEAR / 100,000 Mile Limited Body Warranty	Meets All Applicable FMVSS Requirements in Effect at time of Manufacture

**CONTRACT PRICING SUMMARY**

Base Unit as Specified	59,743.00	
Published Options	2,452.25	
Non-Published Options	8,769.00	
<b>Sub-total per Unit</b>	<b>70,964.25</b>	
ADA Portion that is non taxable	9,120.00	
Taxable Amount (subtotal less non taxable)	61,844.25	
Sales Tax	5,565.98	9.000% Covina
CalACT MBTA fee of 1.5% of subtotal	1,064.46	
Delivery (first 100 miles free)		
<b>Grand Total, Each</b>	<b>77,594.70</b>	
Qty	1	
<b>Grand Total \$</b>	<b>77,594.70</b>	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
COMPANY/AGENCY





December 13, 2016

Kevin Ko  
City of Covina  
125 E. College Street  
Los Angeles, CA 91723

Re: Cooperative Letter of Assignment

Dear Mr.Ko:

The CalAct-MBTA Purchasing Cooperative is pleased to assign one option to purchase transit buses from the CALACT/MBTA Purchasing Cooperative contract #15-03 as described on the attached Assignment to Purchase Agreement.

Please be advised that assignment of said vehicles does not constitute a recommendation or endorsement of this product by the Cooperative. The City of Covina, as the purchaser, is responsible for its choice of vehicle product and options selected and are responsible for vehicle inspection, acceptance and enforcement of any contract provisions.

By accepting assignment, City of Covina agrees to hold harmless, indemnify and defend the Cooperative as per Section 3.0 (9.1) of contract #15-03 from any and all liabilities.

Thank you for purchasing your vehicles through the Cooperative. Please do not hesitate to contact me if you have any questions at 916-920-8018.

Sincerely,

A handwritten signature in black ink that reads "Daniel Mundy". The signature is written in a cursive, flowing style.

Daniel Mundy  
Deputy Executive Director  
CalACT



## **Assignment to Purchase Agreement**

The CalACT-MBTA Purchasing Cooperative, "Assignor", hereby assigns to City of Covina, "Assignee", one option to purchase a Transit Vehicle ("Vehicle") from the Joint Procurement Cooperative at a price and under the terms and conditions contained in Assignor's Contract No 15-03 with the Contractors awarded to on the Procurement. Only those vehicles and optional features may be purchased using the Solicitation and the purchase may only be from a Seller listed on the Schedule. Specifically, the Assignment shall have the right to purchase:

### **One (1) Class A Glaval Transit Bus**

Such ability to purchase commenced, per terms of Contract, on December 13, 2016, and may be exercised at any time on or before December 12, 2017. Assignee must communicate any changes in the order in particular cancellation to the Cooperative as soon as possible.

The aforementioned vehicle is reassigned to the City of Covina from the original quantity identified by the California Department of Rail and Mass Transit that was listed in Appendix C (Participants List) of RFP #15-03.

With respect to the Vehicle assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or Defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principal in assigning its interest in the above-referenced assignment to purchase the Vehicle under the Contract to Assignee.

Please be advised that assignment of said vehicle does not constitute a recommendation or endorsement of this product by the Cooperative. The Assignee is responsible for its choice of vehicle product and options selected. Assignee is responsible for vehicle inspection, acceptance and enforcement of any contract provisions. Assignee agrees that any inspections necessary for delivery and acceptance of the vehicle is to be accomplished by their own qualified staff, firms on the CalACT Vehicle Inspectors list or other independent inspector pre-approved in writing and in advance by the CalACT-MBTA Cooperative. While Pre-Award verifications of Buy America, FMVSS and Purchaser's Requirements have been accomplished, Assignee is responsible for Post-Award due diligence in this regard.

Purchasing agencies are responsible for and are to exercise due diligence in evaluating the suitability of these vehicles for their operating environment and are responsible for determining their eligibility for funding. In particular, the Cooperative urges you to review the Altoona test report for the vehicle you are purchasing.

Supporting documents for your records will be sent to your attention. Please retain these for any reviews or audits your agency will be subject to. Additional copies may be downloaded from our secure website, please contact CalACT staff for access to this.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Vehicle or any rights whatsoever assigned hereunder.

Date: December 13, 2016

A handwritten signature in cursive script that reads "Daniel Mundy".

Daniel Mundy  
Deputy Executive Director  
CalACT  
Assignor

**MBTA CONTRACT # 15-03 AZ**

**AGREEMENT REGARDING PURCHASE OF PARATRANSIT VEHICLES.**

**THIS AGREEMENT** is made and entered into on **June 1, 2016** between and among **A-Z BUS SALES, INC.**, a California corporation, with its principal place of business located at 1900 South Riverside Avenue, Colton, California ("SELLER"), and **MORONGO BASIN TRANSIT AUTHORITY** ("MBTA"). SELLER and MBTA may be referred to herein individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, MBTA, by its Request for Proposals #15-03, duly advertised for written proposals to be submitted on or before 11:30 a.m. on January 15, 2016 for the purchase of Paratransit and Transit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; and

**WHEREAS**, the MBTA's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

**WHEREAS**, SELLER submitted a sealed bid in response to MBTA's Notice Inviting Proposals; and

**WHEREAS**, after it was determined that SELLER was a successful responsive and responsible bidder; and

**WHEREAS**, SELLER's proposal in response to MBTA's Notice Inviting Proposals is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

**WHEREAS**, the MBTA Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER'S bid through agreement by and between SELLER and MBTA upon the terms and conditions set forth herein; and

**WHEREAS**, MBTA has fully complied with all federal, state, and local laws governing the public bidding process for the purchase of the BUSES;

**NOW, THEREFORE**, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and MBTA hereby agree as follows:

1. **CONTRACT DOCUMENTS**. This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the

event of any conflict, the Contract Documents, including specifically RFP #15-03 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES manufactured by ARBOC Mobility, Braun, Elkhart, Glaval, NorCal and Supreme as more particularly described in RFP #15-03 (attached hereto as Exhibit "B") to any and all CalAct/MBTA participants who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #15-03 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #15-03.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of MBTA RFP #15-03 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY COOPERATIVE PARTICIPANTS.** SELLER shall collect payment from CalAct/MBTA participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #15-03, Section SP 10.

6. **NO ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES.** If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Cooperative shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION.** This Agreement may be modified only in a writing approved by the MBTA Board and signed by all Parties.

9. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. **NO WAIVER OF DEFAULT.** The failure of any Party to enforce

against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. **FURTHER ASSURANCES.** Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. **BINDING EFFECT; CONTEXT; COUNTERPARTS.** Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. **NON-INTEREST.** No officer or employee of the MBTA shall hold any interest in this Agreement (California Government Code section 1090).

14. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. **INDEMNIFICATION.** SELLER shall indemnify, defend, and hold harmless MBTA, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of an kind whatsoever, arising out of, connected with, or caused by SELLER'S employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for MBTA's sole active negligence or willful misconduct.

16. **WARRANTY.** The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP 15-03 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS.** SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied.

18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

19. **CONTINGENCY.** Contract validity is subject to successful completion of facility and pilot vehicle inspections.

**MBTA:** Joe Meer  
 Director of Purchasing  
 Morongo Basin Transit Authority  
 62405 Verbena Road  
 Joshua Tree, CA 92252

**SELLER:** Leo Lovato  
 Executive Vice President  
 A-Z BUS SALES, INC.  
 1900 South Riverside Avenue  
 Colton, CA 92324

19. **EXECUTION.** This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date first above written.

<b>A-Z BUS SALES, INC.,</b> a corporation	<b>Morongo Basin Transit Authority</b>
By  Leo Lovato, Executive Vice President	By  Joe Meer, Director of Purchasing

**RESOLUTION NO. 16-7577**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2017-2021 CAPITAL IMPROVEMENT PROGRAM AND THE FISCAL YEAR 2017 CAPITAL IMPROVEMENT BUDGET TO REFLECT AN APPROPRIATION OF \$17,594.70 FROM AVAILABLE PROPOSITION C FUND BALANCE TO INCREASE FUNDING FOR THE PROCUREMENT OF A NEW COVINA TRANSIT VEHICLE AND INCREASING THE FISCAL YEAR 2016-2017 TRANSPORTATION CAPITAL IMPROVEMENT BUDGET (ACCOUNT NO. 2405-4350-55550) IN THE AMOUNT OF \$17,594.70 FOR EXPENDITURE ON THE PROCUREMENT OF A NEW COVINA TRANSIT VEHICLE**

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

**WHEREAS**, the Fiscal Year 2017 Operating Budget and 2017 Capital Improvement Program Budget were approved on July 19, 2016; and

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

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

**WHEREAS**, on July 19, 2016, the City Council adopted Resolution No. 16-7503 approving the Fiscal Year 2017 Operating Budget and Resolution No. 16-7504 approving the Fiscal Year 2017-2021 Capital Improvement Program and the Fiscal Year 2017 Capital Improvement Budget; and

**WHEREAS**, the City of Covina wishes to allocate additional funding in an amount of \$17,594.70 from the Proposition C Fund balance for the procurement of a new Covina Transit Vehicle for a total amount of \$77,594.70.

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

**SECTION 1.** Amend the fiscal year 2017-2021 Capital Improvement Program and the Fiscal Year 2017 Capital Improvement budget as follows: Increase funding for the procurement of a new Covina Transit Vehicle by \$17,594.70. Appropriate \$17,594.70 from available Proposition C Fund balance to the Covina Transit CIP Budget (account no. 2405-4350-55550).

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED** and **PASSED** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7577 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

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# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 11

**MEETING DATE:** December 20, 2016

**TITLE:** Miscellaneous Concrete and Asphalt Repairs, Phase II – Award of Contract to FS Contractors, Inc. for an Amount Not-to-Exceed \$90,725 and **Resolution No. 16-7579** to Amend the FY 2017 Capital Improvement Program Budget to Increase Funding for the Miscellaneous Concrete and Asphalt Repairs Project by \$15,508 for West Badillo Municipal Parking Lot Improvements

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:**

- 1) Award the Contract for Miscellaneous Concrete and Asphalt Repairs, Phase II to FS Contractors, Inc. as the lowest responsive and responsible bidder in an amount not-to-exceed \$90,725 and authorize the Interim City Manager to execute the Contract; and
- 2) Adopt Resolution No. 16-7579 to amend the FY 2017 Capital Improvement Program (CIP) Budget to increase funding for the Miscellaneous Concrete and Asphalt Repairs project by \$15,508 for improvements to the West Badillo Municipal Parking Lot, located within City of Covina Parking District No. 1, and appropriate the necessary funds from the Municipal Parking District Fund balance.

### **BACKGROUND:**

On July 19, 2016, the City Council adopted Resolution No. 16-7504 approving the FY 2017-2021 Capital Improvement Program (CIP) and the FY 2017 CIP Budget. The FY 2017 CIP Budget includes \$150,000 in Measure R funding for the Miscellaneous Concrete and Asphalt Repairs project, which provides for the removal and replacement of damaged and broken concrete at various locations throughout the City.

On October 18, 2016, the City Council accepted the first phase of the concrete repair project for the existing residential area bounded by Covina Boulevard, Tudor Street, Calvados Avenue, and Viceroy Avenue. The total cost for Phase I of the project, including change orders, construction management, and inspection was \$41,656.

This specific project consists of the repair of broken and upraised concrete sidewalk, curb and gutter, driveways, and the addition of curb ramps at various locations to meet Americans with Disabilities Act (ADA) standards in an existing residential area bounded by Covina Boulevard, Howard Street, Bellbrook Street, and Second Avenue. This phase of the project also includes the installation of ADA pedestrian pathway enhancements, including, in the West Badillo Municipal Parking Lot, located south of Badillo Street and west of Citrus Avenue. The parking lot is

located within City of Covina Parking District No. 1 and as such, Municipal Parking District Fund balance may be used for the rehabilitation of existing parking lots.

**DISCUSSION:**

The Department of Public Works prepared informal bid specifications for the project in accordance with the Uniform Public Construction Cost Accounting Act (UPCCA) procedures pursuant to Chapter 2.54 (Public Projects) of the Covina Municipal Code. On November 10, 2016, informal bid specifications were mailed to six (6) local contractors that are on the City’s list of qualified contractors for public works construction and have also recently performed work for the City of Covina.

Two (2) bids were received in the City Clerk’s Office on December 6, 2016. The bid results are as follows:

Bidder	Contractor’s License	Amount
1. FS Contractors, Inc., Sylmar	1005490	\$90,725
2. Gentry Brothers, Inc., Irwindale	397682	\$165,600

The lowest bid received is approximately 7% higher than the Engineer’s Estimate of \$84,950. The low bid is slightly higher than the Engineer’s Estimate due to minor differences in unit prices due to the relatively small bid quantities for the various items of work. The City Engineer indicates that the unit prices provided in the low bid are still within industry standards in terms of cost and recommends that the City proceed with the project.

The Department of Public Works recommends that FS Contractors, Inc. be awarded the contract for this project as they are the lowest responsive and responsible bidder. FS Contractors, Inc. recently completed the Emergency Drainage Improvements at Wingate Park and the Miscellaneous Concrete and Asphalt Repairs, Phase I project within the required time frames and budget.

The contract for this project will be set as follows:

Base Bid	\$90,725
Contingency Allowance	\$9,073
Contract “Not to Exceed” Amount	\$99,798

Of this amount, \$88,715 of the contract cost is attributable to neighborhood concrete repair, and the remaining \$11,083 is the cost of the ADA improvements in the West Badillo Municipal Parking Lot.

Construction Management and Inspection Services

Pursuant to Exhibit A (Scope of Services), Section 1 (General and Project Management), and Section 4 (Construction Inspection) of the Professional Services Agreement between the City of Covina and RKA Consulting Group (RKA), approved by the City Council on September 1, 2015 and amended on July 19, 2016, the City is using RKA to provide Construction Management and Inspection Services for the Miscellaneous Concrete Repairs, Phase II project in the amount of \$19,120, as outlined in the attached proposal. Of this amount, \$14,695 is attributable to the neighborhood concrete repair, with the remaining \$4,425 associated with the ADA improvements in the West Badillo Municipal Parking Lot.

The Construction Management and Inspection Services can be completed within the approved total compensation amount of the Professional Services Agreement with RKA, which is a not-to-exceed amount of \$1,200,000 over the term of the Agreement. Included in this amount is a total of \$52,077 in compensation authority for necessary, unanticipated engineering-related services during FY 2016-17.

FY 2016-17 project-related engineering services associated with the \$150,000 Citywide Concrete Repair Program was expected to total approximately \$20,000. Due to the fact that the project was separated into two phases, the total costs for Construction Management and Inspection Services will be \$1,560 higher than what was originally anticipated. An amount of \$2,440 was initially expended for Construction Management and Inspection Services for the Miscellaneous Concrete and Asphalt Repairs, Phase I project with an additional \$19,120 needed for Phase II of the project.

**FISCAL IMPACT:**

The total cost of this action is \$118,918, comprised of \$103,410 for the neighborhood concrete repairs and \$15,508 for the West Badillo Municipal Parking Lot improvements. Sufficient Measure R funding is available in the FY 2017 Department of Public Works, Street Infrastructure budget (account no. 2410-4350-55310-P1703) for the neighborhood concrete repairs. Adoption of Resolution No. 16-7579 would appropriate \$15,508 from available Municipal Parking District Fund balance to the Department of Public Works, Parking District-Parking Facility budget (account no. 2700-2800-55360-P1703) and provide the necessary funding for the portion of the project associated with the West Badillo Municipal Parking Lot.

The following table represents the project summary:

	Neighborhood (Measure R)	Parking Lot (Parking Dist.)	Total
Base Bid (FS Contractors, Inc.)	\$80,650	\$10,075	\$90,725
Contingency Allowance	\$8,065	\$1,008	\$9,073
Construction Management and Inspection Services (RKA Consulting Group)	\$14,695	\$4,425	\$19,120
<b>Total Fiscal Impact</b>	<b>\$103,410</b>	<b>\$15,508</b>	<b>\$118,918</b>

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

Respectfully submitted,

  
 Siobhan Foster  
 Director of Public Works

**ATTACHMENTS:**

Attachment A: Location Maps

Attachment B: Bid Summary

Attachment C: RKA Consulting Group Proposal for Construction Management and Inspection Services for Miscellaneous Concrete and Asphalt Repairs Project

Attachment D: Contract between City of Covina and FS Contractors, Inc. for Miscellaneous Concrete and Asphalt Repairs, Phase II Project

Attachment E: Resolution No. 16-7579

# Location Map – Neighborhood Concrete Repair



Denotes Project Area



## ATTACHMENT A – LOCATION MAP MISCELLANEOUS CONCRETE AND ASPHALT REPAIRS, PHASE II

# Location Map – West Badillo Municipal Parking Lot



Denotes Project Area



**ATTACHMENT A – LOCATION MAP  
MISCELLANEOUS CONCRETE AND ASPHALT REPAIRS, PHASE II  
MUNICIPAL PARKING LOT**

**BID SUMMARY- MISCELLANEOUS CONCRETE AND ASPHALT REPAIRS - PHASE II**  
**BID DATE: DECEMBER 6,2016**

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	FS Contractors, Inc. 14838 Bledsoe Street Sylmar, CA 91342 (818) 838-6040	UNIT PRICE	Gentry Brothers, Inc. 384 Live Oak Avenue Irwindale, CA 91706 (626) 357-9631
A1	Sawcut, remove and replace concrete sidewalk and driveway apron to match existing	5,750	SF	\$ 7.00	\$ 40,250.00	\$ 16.00	\$ 92,000.00
A2	Sawcut, remove existing concrete and install ADA curb ramp	8	EA	\$ 3,800.00	\$ 30,400.00	\$ 4,200.00	\$ 33,600.00
A3	Sawcut, remove and replace existing curb and gutter to match existing	200	LF	\$ 50.00	\$ 10,000.00	\$ 60.00	\$ 12,000.00
	<b>TOTAL PART A</b>				<b>\$ 80,650.00</b>		<b>\$ 137,600.00</b>
B1	Clearing & Grubbing, sawcut and removals	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00
B2	Construct 4" decorative concrete sidewalk to match existing	200	SF	\$ 9.00	\$ 1,800.00	\$ 20.00	\$ 4,000.00
B3	Sawcut, remove interfering portions of existing block wall	12	LF	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
B4	Construct variable and 0" curb to match existing	70	LF	\$ 35.00	\$ 2,450.00	\$ 80.00	\$ 5,600.00
B5	Install concrete parking bumper	3	EA	\$ 75.00	\$ 225.00	\$ 100.00	\$ 300.00
B6	Install blue ADA parking lot striping	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
	<b>TOTAL PART B</b>				<b>\$ 10,075.00</b>		<b>\$ 28,000.00</b>
	<b>TOTAL PARTS A AND B</b>				<b>\$ 90,725.00</b>		<b>\$ 165,600.00</b>



December 7, 2016

Siobhan Foster  
Director of Public Works  
City of Covina  
125 E. College Street  
Covina, CA 91723

**RE: PROPOSAL FOR ENGINEERING SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION FOR THE MISCELLANEOUS CONCRETE REPAIRS, PHASE II**

Dear Ms. Foster:

RKA Consulting Group is pleased to submit to you our fee proposal to provide professional project construction management and inspection services for miscellaneous concrete repairs at various locations in the City of Covina.

**Scope of Work**

In order to ensure the City of Covina receives the highest quality product from the selected Contractor, proper project construction management and inspection services should be provided to oversee the activities of the Contractor. The City of Covina has requested professional services to provide the necessary construction management and inspection services for the aforementioned project through project completion, which will include contract award, construction management, observation inspection, and post-construction phase for the projects.

**Project Schedule**

Informal bids were sent out to qualified contractors on November 10, 2016. Bids were opened on December 6, 2016 and F.S. Contractors, Inc. was determined to be the lowest responsible responsive bidder. RKA will perform the requested project and construction management services throughout the duration of the project, which is anticipated to be 15 calendar days for the award of the contract, 60 calendar days for the construction period and 30 calendar days for the project close-out.

**Fee Proposal**

The estimated fee for the requested project management services is **\$19,120.00**. The preceding amount is based upon a time and materials, not-to-exceed amount for the specified construction period. If the projects extend beyond the specified construction period and require additional hours of staff time, the additional time will be billed per the hourly rates included on this proposal pending City approval.

**Hourly Rate Schedule**

Project Manager	\$130.00
Project Engineer	\$115.00
Public Works Inspector	\$85.00

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions, please do not hesitate to contact me via email at [kpetersen@rkagroup.com](mailto:kpetersen@rkagroup.com) or by phone at (909) 594-9702.

Sincerely,



Kurt Pedersen  
Director of Engineering



**Miscellaneous Concrete Repairs, Phase II**  
**Construction Management/Contract Administration and Inspection Services**  
**December 6, 2016**

	Project Manager \$130/hr	Project Engineer \$115/hr	PW Inspector \$85/hr	Total Fee
Task 1 - Construction Management	12	64		\$8,920
Task 2 - Inspection			120	\$10,200
				\$0
				\$0
<b>Subtotal Hours</b>	<b>12</b>	<b>64</b>	<b>120</b>	
<b>Subtotal Fee</b>	<b>\$ 1,560</b>	<b>\$ 7,360</b>	<b>\$ 10,200</b>	<b>\$ 19,120</b>
			<b>Total Fee</b>	<b>\$19,120.00</b>

CITY OF COVINA

**CONTRACT**

**MISCELLANEOUS CONCRETE AND ASPHALT REPAIRS, PHASE II**

THIS CONTRACT ("Contract") is made and entered this 20<sup>th</sup> day of December, 2016 ("Effective Date"), by and between the CITY OF COVINA, a California municipal corporation ("City") and FS Contractors, Incorporated, a California corporation, ("Contractor"). Contractor's California State Contractor's license number is 1005940.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Miscellaneous Concrete and Asphalt Repairs, Phase II ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor an amount not to exceed ninety thousand seven hundred and twenty five dollars (\$90,725.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Cal. Bus. & Prof. Code, § 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. The provisions of Section 7-2 of the General Provisions shall apply and are mandatory for this Project.

7. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing this Contract,

the Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. Trenches and Other Excavations. If this Project involves the digging trenches or other excavations that will extend deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals; and (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

9. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

10. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

11. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

CITY OF COVINA

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
("CONTRACTOR")

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. 16-7579**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2017-2021 CAPITAL IMPROVEMENT PROGRAM AND THE FISCAL YEAR 2017 CAPITAL IMPROVEMENT BUDGET TO REFLECT AN APPROPRIATION OF \$15,508 FROM AVAILABLE MUNICIPAL PARKING DISTRICT FUND BALANCE TO INCREASE FUNDING FOR THE MISCELLANEOUS CONCRETE AND ASPHALT REPAIRS PROJECT AND INCREASE THE FISCAL YEAR 2016-2017 CAPITAL IMPROVEMENT BUDGET (ACCOUNT NO. 2700-2800-55360-P1703) IN THE AMOUNT OF \$15,508 FOR EXPENDITURE ON IMPROVEMENTS TO THE WEST BADILLO MUNICIPAL PARKING LOT PORTION OF THE MISCELLANEOUS CONCRETE AND ASPHALT REPAIRS PROJECT, PHASE II**

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

**WHEREAS**, the Fiscal Year 2017 Operating Budget and 2017 Capital Improvement Program Budget were approved on July 19, 2016; and

**WHEREAS**, the approved Operating Budget and Capital Improvement Program budget are in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

**WHEREAS**, the reallocation of the appropriations between departmental activities may be made by the City Manager and amendments (increases/decreases) to the adopted 2017 Capital Improvement Program budget shall be by approval and Resolution of the City Council; and

**WHEREAS**, on July 19, 2016, the City Council adopted Resolution No. 16-7503 approving the Fiscal Year 2017 Operating Budget and Resolution No. 16-7504 approving the Fiscal Year 2017-2021 Capital Improvement Program and the Fiscal Year 2017 Capital Improvement Budget; and

**WHEREAS**, the City of Covina wishes to allocate additional funds for the Miscellaneous Concrete and Asphalt Repairs project for improvements to the West Badillo Municipal Parking Lot, located south of Badillo Street and west of Citrus Avenue, within City of Covina Parking District No. 1.

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

**SECTION 1.** Amend the fiscal year 2017-2021 Capital Improvement Program and the Fiscal Year 2017 Capital Improvement budget as follows: Increase funding for the Miscellaneous Concrete and Asphalt Repairs project by \$15,508. Appropriate \$15,508 from available Municipal Parking District Fund balance to the Department of Public Works, Parking District-Parking Facility budget (account no. 2700-2800-55360-P1703).

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 20<sup>th</sup> day of December, 2016.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7579 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 20th day of December, 2016, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

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# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 12

---

**MEETING DATE:** December 20, 2016

**TITLE:** **Resolution No. 16-7576** – City of Covina Complete Streets Policy

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:** Adopt Resolution No. 16-7576 – City of Covina Complete Streets Policy.

---

### **BACKGROUND:**

The State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (AB 1358), which requires that when cities or counties make substantive revisions to the circulation elements of their general plans, they identify how they will provide for the mobility needs of all users of the roadways. The California Global Warming Solutions Act of 2006 (AB 32) sets a mandate for the reduction of greenhouse gas emissions in the state, and the Sustainable Communities and Climate Protection Act of 2008 (SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy.

To support regional transportation goals and spur the collective action necessary to meet greenhouse gas reduction mandates and achieve a safer and more sustainable transportation system, the Los Angeles County Metropolitan Transportation Authority (Metro) requires that all local jurisdictions adopt a Complete Streets Policy or an adopted General Plan consistent with the Complete Streets Act of 2008 to be eligible for future Metro capital grant funding programs. In addition, projects recommended for funding in the 2015 Call for Projects and thereafter will be required to comply with the requirement above prior to the first programming year. The recommended policy elements are modeled on the National Complete Streets Coalition elements of an ideal Complete Streets Policy.

While the City of Covina has taken steps to support Complete Streets elements, the City has not formally adopted a Complete Streets Policy. Steps taken in support of Complete Streets elements include the approval of the Covina Downtown Pedestrian Bicycle Study and Covina Bicycle Master Plan on September 20, 2011, which incorporates Complete Streets policies and principles consistent with the California Complete Streets Act of 2008. Additionally, the Town Center Specific Plan Update currently underway, as approved by the City Council on July 19, 2016, will also incorporate Complete Streets policies and principles.

As such, it is necessary for Covina to comply with the Metro requirement to adopt a Complete Streets Policy through the adoption of a Complete Streets Policy resolution, which includes the “Elements of an Ideal Complete Streets Policy” developed by the National Streets Coalition or through a general plan that complies with the California Complete Streets Act of 2008 to be eligible for future Metro capital grant funds.

## **DISCUSSION:**

Resolution No. 16-7576, contains Covina's proposed Complete Streets Policy and reflects the National Complete Streets Coalition elements of an ideal Complete Streets Policy, including:

- Vision: A clear and strong vision that is based on Covina's needs and goals. The vision specifies that all transportation improvements will be planned, funded, designed, constructed, operated, and maintained to provide safe mobility for all users, appropriate to the function and context of the facility.
- All Users and Modes: All users (referenced above) include pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, emergency responders, users and operators of public transportation, seniors, children, youth, and families.
- All Projects/Phases: The policy applies to all roadway projects including those involving new construction, reconstruction, retrofits, repaving, rehabilitation, maintenance, operations, or expansion of existing roadways, as well as, those that involve new privately built roads and easements intended for public use.
- Exceptions: Exceptions to application of this policy must be supported by written determinations explaining why Complete Streets infrastructure to accommodate all users and modes of transportation were not included in the project. The written determination must be made by either the Community Development Director or Public Works Director and made publicly available.
- Network/Connectivity: The Covina transportation system will provide a comprehensive, integrated and connected network of facilities for all modes of travel. A well-connected network should include non-motorized connectivity to schools, transit, parks, commercial areas, and civic destinations.
- Jurisdiction: All Covina departments whose work affects the roadway must incorporate a Complete Streets approach into the review and implementation of their projects and activities. As well, Covina will work in coordination with other agencies, transit districts, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation in designing and building transportation projects.
- Design: Covina will define and generally follow its own accepted or adopted design standards, including, but not limited to, the City of Covina General Plan, City of Covina Downtown Pedestrian Bicycle Study, City of Covina Bicycle Master Plan, and Town Center Specific Plan and Update, with a goal of balancing user needs, and will review and update its standards from time to time to reflect emerging best practices and innovative design options as appropriate for the City of Covina context.
- Context Sensitivity: The planning and implementation of transportation projects will reflect conditions within and surrounding the project area, whether the area is a residential or business district or urban, suburban, or rural area. Project planning, design and construction of Complete Streets projects should include working with residents, businesses, and other stakeholders to ensure that a strong sense of place is maintained.
- Performance Measures: Covina will establish performance measures and identify a means to collect data for the measures, to evaluate the implementation of the Complete Streets Policy. Examples include tracking the number of miles of bicycle lanes and sidewalks, numbers of street crossings, transit ridership, etc.

- **Implementation Next Steps:** Covina will take specific next steps for implementation of the Complete Streets Policy. Implementation actions will include that any proposed improvements will be evaluated for consistency with local bicycle, pedestrian, transit, multimodal, goods movement, and other relevant plans that affect the right-of-way.

Implementation actions will also include that public input on projects and plans will be solicited from stakeholders, including local bicycle and pedestrian advisory groups, transit riders and operators, accessibility advisory groups, movers of commercial goods, businesses, residents, emergency responders, and/or other stakeholders, as appropriate, as early in the development process as possible.

Large transportation projects, as deemed by the Public Works Director, shall be reviewed by the Traffic Advisory Commission early in the planning and design stage, to provide the Traffic Advisory Commission an opportunity to provide comments and recommendations regarding Complete Streets features to be incorporated into the project, as deemed appropriate.

The policy encourages developers and private land owners to implement Complete Streets in private developments through the consistent application of the Complete Streets elements as defined in this resolution.

Section 2 of the proposed Complete Streets resolution commits that the next substantial revision of the City of Covina General Plan Mobility Element will incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

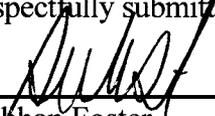
**FISCAL IMPACT:**

Adoption of Resolution No. 16-7576 – City of Covina Complete Streets Policy will enable the City to be eligible for future Metro capital grant funds. While adoption of the policy may affect the cost of future Capital Improvement Projects, the fiscal impact will be determined on a project-by-project basis.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The adoption of the Complete Streets Policy will not result in any significant effect on the environment. When individual projects pertinent to the Complete Streets Policy are initiated, appropriate environmental review will be conducted to determine the level of environment assessment required for the projects.

Respectfully submitted,



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Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

Attachment A: Resolution No. 16-7576

**RESOLUTION NO. 16-7576**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,  
CALIFORNIA, ADOPTING A COMPLETE STREETS POLICY**

**WHEREAS**, the term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, emergency vehicles, users of green modes, and movers of commercial goods; and

**WHEREAS**, “Complete Streets” are streets for everyone. They are designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists, and public transportation users of all ages and abilities are able to safely move along and access a complete street. Complete streets make it easy to walk to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from the train station; and

**WHEREAS**, the City of Covina recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings, public health, and environmental sustainability; and

**WHEREAS**, the City of Covina acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation; and

**WHEREAS**, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (known as AB 1358), which requires that when cities or counties revise general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as, through California Department of Transportation Deputy Directive 64, which explains that the California Department of Transportation "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system"; and

**WHEREAS**, the City of Covina Downtown Pedestrian Bicycle Study and City of Covina Bicycle Master Plan, approved by the City Council on September 20, 2011, incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008; and

**WHEREAS**, the Town Center Specific Plan Update currently underway, as approved by the City Council on July 19, 2016, will incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008; and

**WHEREAS**, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California to slow the onset of human-induced climate change, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning

that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking; and

**WHEREAS**, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to promote the health, safety, welfare, economic vitality, and environmental well-being of their communities; and

**WHEREAS**, the Los Angeles County Metropolitan Transportation Authority (Metro), through its Metro Complete Streets Policy, requires that all jurisdictions address Complete Streets policies at the local level through the adoption of a Complete Streets Policy resolution, which should include the “Elements of an Ideal Complete Streets Policy” developed by the National Complete Streets Coalition, or through a general plan that complies with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds; and

**WHEREAS**, the City of Covina, therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe and convenient travel for all users while preserving flexibility, recognizing community context, and using design guidelines and standards that support best practices.

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

**SECTION 1.** That the City of Covina adopts the Complete Streets Policy, attached hereto as Exhibit A, and made part of this Resolution, and that said exhibit is hereby approved and adopted.

**SECTION 2.** That the next substantial revision of the City of Covina General Plan Mobility Element shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

**SECTION 3.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED** and **PASSED** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7576 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

## Exhibit A

This Complete Streets Policy was adopted by Resolution No. 16-7576 by the City Council of the City of Covina on December 20, 2016.

### Complete Streets Policy of the City of Covina

#### A. Complete Streets Principles

1. **Complete Streets Serving All Users and Modes.** The City of Covina expresses its commitment to creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, emergency responders, users and operators of public transportation, seniors, children, youth, and families.
2. **Context Sensitivity.** In planning and implementing street projects, departments and agencies of the City of Covina will maintain sensitivity to local conditions in both residential and business districts, as well as, urban, suburban, and rural areas and will work with residents, merchants, and other stakeholders to ensure that a strong sense of place ensues. Improvements that will be considered include sidewalks, shared use paths, bikeways, paved shoulders, street trees and landscaping, planting strips, accessible curb ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, public transportation stops and facilities, transit priority signalization, and other features assisting in the provision of safe travel for all users, such traffic calming circles, roundabouts, raised medians, and intersection bulb outs, and those features identified in the City of Covina General Plan, City of Covina Downtown Pedestrian Bicycle Study, City of Covina Bicycle Master Plan, and Town Center Specific Plan and Update.
3. **Complete Streets Routinely Addressed by All Departments.** All relevant departments of the City of Covina shall work towards making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users, and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation.
4. **All Projects and Phases.** Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users shall be incorporated into all planning, funding, design, approval, and implementation processes for any construction, reconstruction, retrofit, maintenance, operations, alteration, or repair of streets (including streets, roads, highways, bridges, and other portions of the transportation system), except that specific infrastructure for a given category of users

may be excluded if an exemption is approved in accordance with section C.1 of this policy.

## B. Implementation

1. Design. The City of Covina will generally follow its own accepted or adopted design standards, including, but not limited to, the City of Covina General Plan, City of Covina Downtown Pedestrian Bicycle Study, City of Covina Bicycle Master Plan, and Town Center Specific Plan and Update, with a goal of balancing user needs, and will review and update its standards from time to time to reflect emerging best practices and innovative design options as appropriate for the City of Covina context.
2. Network/Connectivity. The City of Covina will incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of users, with the particular goal of creating a connected network of facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for anticipated future transportation investments.
3. Implementation Next Steps. The City of Covina will take the following specific next steps to implement this Complete Streets Policy:
  - a. Plan Consultation and Consistency: Maintenance, planning, and design of projects affecting the transportation system will be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant plans.
  - b. Stakeholder Consultation: Develop and/or clearly define a process to allow for stakeholder involvement on projects and plans including, but not limited to, local bicycle and pedestrian advisory groups, transit riders and operators, accessibility advisory groups, movers of commercial goods, businesses, residents, emergency responders, and/or other stakeholders, as defined necessary to support implementation of this Complete Streets Policy by the City of Covina.
  - c. Traffic Advisory Commission Consultation. Large transportation projects, as deemed by the Public Works Director, shall be reviewed by the Traffic Advisory Commission early in the planning and design stage, to provide the Traffic Advisory Commission an opportunity to provide comments and recommendations regarding Complete Streets features to be incorporated into the project, as deemed appropriate.
  - d. Private Development. Encourage developers and private land owners to implement Complete Streets in private developments through the consistent application of the Complete Streets elements as defined in this resolution.
4. Performance Measures. All relevant agencies or departments will perform evaluations of how well the streets and transportation network of the City of Covina

are serving each category of users by collecting baseline data and collecting follow-up data on a regular basis.

### C. Exceptions

1. Exceptions to application of this policy must be supported by written determinations explaining why Complete Street infrastructure to accommodate all users and modes of transportation were not included in the project. The written determination must be made by either the Community Development Director or Public Works Director and made publicly available.

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# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 13

**MEETING DATE:** December 20, 2016

**TITLE:** Proposed Professional Services Agreement with Griswold Industries, Manufacturer of Cla-Val Automatic Control Valves, for Valve Maintenance Services and Adoption of **Resolution No. 16-7583** to Amend the FY 2017 Operating Budget by \$57,081.08 to Provide Funding for Professional Services Agreement with Griswold Industries

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:**

- 1) Authorize the Interim City Manager to execute, on the City Council's behalf, a Professional Services Agreement with Griswold Industries, the manufacturer of Cla-Val automatic control valves, for valve maintenance services, in an amount not-to-exceed \$57,081.08 for the scope of services contained in Attachment A to the report, subject to the City Attorney's review and approval as to form; and
- 2) Adopt Resolution No. 16-7583 to amend the FY 2017 Operating Budget to add \$57,081.08 in funding for the Professional Services Agreement with Griswold Industries for valve maintenance services and appropriate the necessary funds from Water Utility Administration Fund balance.

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**BACKGROUND:**

The City's water system is classified as a community water system by the State Water Resources Control Board, Division of Drinking Water (SWRCB) and that serves a portion of the City of Covina. The majority of the service area is residential with some industrial and commercial zones present. The City does not have any active wells and relies on purchased water from Covina Irrigating Company (CIC) and the Metropolitan Water District of Southern California (MWD) through the Three Valleys Municipal Water District (TVMWD) to supply its distribution system. The system contains nine reservoirs and six booster pump stations.

CIC's water comes predominantly from the San Gabriel River and Main San Gabriel Valley Groundwater Basin. Water from CIC enters at two points in the City's water system. There is a connection at Cypress Reservoir, which is 3000 gallons per minute (GPM), and another at Forestdale Reservoir at 4000 gpm. The City also has a connection with TVMWD, which provides treated water from the MWD. The connection is located at the Charter Oak site with an 8,980 gpm capacity. MWD's primary source of water in this area is the Colorado River. Currently, however, MWD is receiving water from the State Water Project system. The City operates this connection during periods of high demand.

The City also maintains emergency interconnections with adjacent water systems. Table 1 lists the interconnections with the City's water system in million gallons per day (MGD) and gpm.

Table 1 – Covina Interconnections with Other Water Systems

System ID	Water System	Direction of Flow	Status	Capacity (MGD)	Capacity (GPM)
1910205	Suburban Water Systems - San Jose Hills (East)	To	Emergency	1.73	1200
1910205	Suburban Water Systems - San Jose Hills (West)	From	Emergency	2.88	2000
1910205	Suburban Water Systems - San Jose Hills	To	Emergency	7.20	5000
1910240	Valencia Heights Water Company	To	Emergency	7.20	5000
1910007	Azusa Light & Water	Both	Emergency	2.88	2000
1910142	Golden State Water Company - San Dimas	Both	Emergency	7.20	5000

The City has nine storage facilities in its service area, as outlined in Table 2.

Table 2 – Covina Reservoirs in the Distribution System

Facility	Material	Constructed	Capacity (MG)
Charter Oak Reservoir 1	Concrete	1954	3.0
Charter Oak Reservoir 2	Steel	1957	3.0
Charter Oak Reservoir 3	Steel	1964	3.0
Charter Oak Reservoir 4	Concrete	2014	3.0
Cypress Reservoir	Concrete	1996	1.45
Forestdale Reservoir	Steel	2006	0.025
Rancho La Merced Reservoir	Steel	2009	1.0
Rancho Simi Reservoir	Concrete	1988	5.0
Roycove Reservoir	Steel	1993	0.5
Total			19.975

The City has five pressure zones in the water distribution system. Pressure Zone 1 is the largest zone. It encompasses the low elevation area that occupies the west and central portion of the water system. The northern and eastern portions of the system comprise Pressure Zone 2. Pressure Zone 3 is removed from the rest of the system to the east in the area surrounding Rancho Simi Reservoir. Pressure Zone 4 supplies pressure to the southeastern portion of the system, which runs parallel to the Interstate 10 in the higher elevations of the system. Pressure Zone 5 bisects Pressure Zone 4 and also provides pressure to an area adjacent to Pressure Zone 3. The pressure of the system is kept between 65 and 80 pounds per square inch (psi). Several booster pumps located throughout the distribution system assist in maintaining pressure and moving water throughout the system.

The City's water system has six booster stations. One is located at each pump/reservoir site. The pumps operate to maintain distribution system pressure. Table 3 summarizes the booster pumps and their pumping capacities.

Table 3 – Covina Booster Stations

Booster Pump Station	Pump Name	Receives From	Delivers To	Capacity (GPM)
Charter Oak	Pump 1	Charter Oak Reservoirs	Zone 2	1350
	Pump 2			1550
Cypress	Pump 1	Cypress Reservoir	Zone 1	2000
	Pump 2			1000
Forestdale	Pump 1	Forestdale Reservoir	Zone 1	3500
	Pump 2			2100
Rancho La Merced	Pump 1	Rancho La Merced Reservoir	Zone 4	700
	Pump 2			700
Rancho Simi	Pump 1	Rancho Simi Reservoir	Zone 3	1200
	Pump 2			1200
Roycove	Pump 1	Roycove Reservoir	Zone 5	350
	Pump 2			175

Automatic control valves, including pressure reducing valves (PRVs), booster pump control valves, and altitude valves, are critical components to the flow of water through the distribution system at appropriate pressures. PRVs are located at distribution inlets, booster valves at booster stations, and altitude valves for reservoirs.

PRVs automatically reduce a higher inlet pressure to a steady lower downstream pressure, regardless of changing flow rate and/or varying inlet pressure. Each valve is an accurate, pilot-operated regulator capable of holding downstream pressure to a pre-determined limit. When downstream pressure exceeds the pressure setting of the control pilot, the main valve and pilot valve close drip-tight.

Booster pump control valves are pilot-operated valves designed for installation on the discharge of booster pumps to eliminate pipeline surges caused by the starting and stopping of the pump. The pump starts against a closed valve. When the pump is started, the solenoid control is energized and the valve begins to open slowly, gradually increasing line pressure to full pumping head. When the pump is signaled to shut-off, the solenoid control is de-energized and the valve begins to close slowly, gradually reducing flow while the pump continues to run. When the valve is closed, a limit switch assembly, which serves as an electrical interlock between the valve and the pump, releases the pump starter and the pump stops.

An altitude valve controls the high water level in reservoirs without the need for floats or other devices. It is a non-throttling valve that remains fully open until the shut-off point is reached. This valve is designed for one-way flow only.

Similar pressure regulating components include pressure relief and electronic control valves. A pressure relief valve is designed to maintain constant upstream pressure within close limits. In operation, the valve is actuated by line pressure through a pilot control system, opening fast to maintain steady line pressure but closing gradually to prevent surges.

Electronic control valves are designed specifically for applications where remote control of the valve is preferred. It is a hydraulically operated, pilot controlled, diaphragm valve. The solenoid pilots either add or relieve line pressure from the cover chamber of the valve, causing it to open or close as directed by the electronic controller.

Regular maintenance of automatic control valves is critical to the proper operation of the distribution system. The industry standard maintenance frequency for PRVs is annually and

every two years for booster pump control, altitude, pressure relief, and electronic control valves. The risk associated with not adequately maintaining automatic control valves is increased or unmanaged pressure in the system, which can damage City equipment, break distribution lines, and blowout of customer services.

**DISCUSSION:**

The City of Covina has approximately 42 automatic control valves, manufactured by Cla-Val, in need of immediate maintenance and as outlined in Attachment A to this report, including:

Table 4 – Valves Included in Automatic Control Valve Maintenance Scope of Services

Valve Type	Quantity
Pressure Reducing (PRV)	10
Booster pump control	14
Altitude control	5
Pressure relief	5
Electronic control	6
Check	2
Total	42

Cla-Val is the City-standard valve and until approximately 2008, the City had a regular maintenance contract with Griswold Industries, the manufacturer of the automatic control valves. At that time, the City decided to begin maintaining these critical components in-house.

Per City maintenance records, PRVs were maintained in-house at approximately three year intervals, with the last maintenance performed in 2012. Booster pump control valve maintenance was performed in-house in two to three year intervals. The last maintenance was also performed in 2012. The City employee, who was trained to perform the maintenance, left the City in March 2016, when he accepted a promotional opportunity with another agency.

The Interim Assistant Public Works Director (Water) has identified automatic control valve maintenance as a vital component for the effective operation of the City’s distribution system, and the lack thereof, creates avoidable exposure for the City. Pursuant to Covina Municipal Code (CMC) Section 2.20.080 (Bidding – Required – Exceptions), Subsection B, which allows procurement by noncompetitive proposals when the services being procured are professional or specialized services as identified within CMC 2.20.175 (Purchase – Professional and specialized services), the Department of Public Works is seeking authorization for the Interim City Manager to execute on the City Council's behalf, a Professional Services Agreement with Griswold Industries, the manufacturer of Cla-Val automatic control valves, for valve maintenance services, in an amount not-to-exceed \$57,081.08 for the scope of services contained in Attachment A, subject to the City Attorney's review and approval as to form.

CMC Section 2.20.175 (Purchase – Professional and specialized services) recognizes that some professional services are so specialized that procurement of such services by competitive means is not necessary or in the City’s best interest. In this case, the required services involve the disassembly and rebuild of the 42 Cla-Val automatic control valves specified in Attachment A, by personnel trained by the manufacturer to perform this precise work, with consultation as needed from Griswold Industries process, electrical, and hydraulic engineers.

Based on its previous installation and maintenance work for the Water Utility, Griswold Industries has demonstrated its competence and experience in maintaining such specialized automatic control valves. Given the very specific nature of the maintenance, as well as, the demonstrated competence and experience of Griswold Industries., including its familiarity with

the City's specialized automatic control valves, it is in the best interest of the City that this vendor complete the maintenance services as expeditiously as possible.

**FISCAL IMPACT:**

The fiscal impact associated with the proposed Professional Services Agreement with Griswold Industries for Valve Maintenance Services is an amount not-to-exceed \$57, 081.08. Adoption of Resolution 16-7583 would appropriate \$57,081.08 from available Water Utility Administration Fund balance to Water Transmission and Distribution - Maintenance (account no. 6010-5080-52424), providing the necessary funding for the Third Amendment.

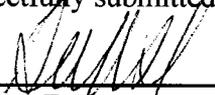
The contract for this project will be set as follows:

Scope of Services Contained in Attachment A:		\$51,891.89
Equipment	\$17,305.93	
Labor	\$30,160.00	
Fuel/Travel	\$4,425.96	
Contingency Allowance		\$5,189.19
Contract "Not-to-Exceed" Amount		\$57,081.08

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

This project has been determined to be categorically exempt under CEQA in accordance with Section 15301(b) Existing Facilities (Class 1). The project involves negligible or no expansion of an existing use.

Respectfully submitted,



\_\_\_\_\_  
Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

- Attachment A: Scope of Services for Cla-Val Automatic Control Valves to be Performed by Griswold Industries, Including Summary
- Attachment B: Water Purveyor Service Area Map
- Attachment C: Resolution No. 16-7583

Summary of Scope of Services  
 Grsiworld Industries Automatic Control Valve Maintenance  
 15-Dec-16

Location	Equipment	Quantity	Net Ea.	Equip Subtotal	Labor Subtotal	Travel Subtotal	Fuel Subtotal	Total
LP Zone #2 & Rancho Simi	6" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$254.00	\$276.86				
	8" Model 60-11: Main Valve Rubber Rebuild Kit	2	\$318.00	\$693.24				
	<b>Subtotal</b>			<b>\$970.10</b>	<b>\$2,030.00</b>	<b>\$258.00</b>	<b>\$58.14</b>	<b>\$3,316.24</b>
Roycove Reservoir Booster Station	4" Model 60-11: Main Valve Rubber Rebuild Kit	1	\$159.00	\$173.31				
	6" Model 60-11: Main Valve Rubber Rebuild Kit	2	\$241.00	\$525.38				
	8" Model 60-11: Main Valve Rubber Rebuild Kit	1	\$318.00	\$346.62				
	8" Model 210-01 Altitude Valve: Main Valve & Pilot Rubber Rebuild Kit	1	\$452.00	\$492.68				
	6" Model 50-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$264.00	287.76				
	<b>Subtotal</b>			<b>\$1,825.75</b>	<b>\$4,060.00</b>	<b>\$516.00</b>	<b>\$116.28</b>	<b>\$6,518.03</b>
Rancho La Merced	4" Model 60-11: Main Valve Rubber Rebuild Kit	2	\$159.00	\$346.62				
	6" Model 60-11: Main Valve Rubber Rebuild Kit	2	\$241.00	\$525.38				
	8" Model 58-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$370.00	\$403.30				
	12" Model 210-01 Altitude Valve: Main Valve & Pilot Rubber Rebuild Kit	1	\$655.00	\$713.95				
	<b>Subtotal</b>			<b>\$1,989.25</b>	<b>\$4,060.00</b>	<b>\$516.00</b>	<b>\$116.28</b>	<b>\$6,681.53</b>
Charter Oak PRV	8" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$291.00	\$317.19				
	10" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$430.00	\$468.70				
	12" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$495.00	\$539.55				
	<b>Subtotal</b>			<b>\$1,325.44</b>	<b>\$2,320.00</b>	<b>\$258.00</b>	<b>\$58.14</b>	<b>\$3,961.58</b>

Location	Equipment	Quantity	Net Ea.	Equip Subtotal	Labor Subtotal	Travel Subtotal	Fuel Subtotal	Total
<b>Holt Avenue</b>	2" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$144.00	\$156.96				
	4" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$200.00	\$218.00				
	6" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$254.00	\$276.86				
	<b>Subtotal</b>			<b>\$651.82</b>	<b>\$1,740.00</b>	<b>\$258.00</b>	<b>\$58.14</b>	<b>\$2,707.96</b>
<b>Forestdale Reservoir Booster Station</b>	8" Model 58-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$371.00	\$404.39				
	12" Model 58-01: Main Valve & Pilot Rubber Rebuild Kit	2	\$574.00	\$1,251.32				
	8" Model 81-02 Check Valves: Main Valve Rubber Rebuild Kit	2	\$227.00	\$494.86				
	16" Model 210-01 Modified Altitude Valve: Main Valve & Pilot Rubber Rebuild Kit	1	\$1,494.00	\$1,628.46				
<b>Subtotal</b>			<b>\$3,779.03</b>	<b>\$4,640.00</b>	<b>\$516.00</b>	<b>\$116.28</b>	<b>\$9,051.31</b>	
<b>Charter Oak Reservoir</b>	8" Model 60-11: Main Valve Rubber Rebuild Kit	2	\$318.00	\$693.24				
	16" Model 210-01 Altitude Valve: Main Valve & Pilot Rubber Rebuild Kit	1	\$1,002.00	\$1,092.18				
	8" Model 131-01: Main Valve Rubber Rebuild Kit	1	\$227.00	\$247.43				
	10" Model 131-01: Main Valve Rubber Rebuild Kit	1	\$366.00	\$398.94				
	12" Model 131-01: Main Valve Rubber Rebuild Kit	1	\$430.00	\$468.70				
	<b>Subtotal</b>			<b>\$2,900.49</b>	<b>\$4,640.00</b>	<b>\$516.00</b>	<b>\$116.28</b>	<b>\$8,172.77</b>
<b>Cypress Reservoir</b>	8" Model 60-11: Main Valve Rubber Rebuild Kit	2	\$318.00	\$693.24				
	16" Model 210-01 Altitude Valve: Main Valve & Pilot Rubber Rebuild Kit	1	\$1,002.00	\$1,092.18				
	8" Model 131-01: Main Valve Rubber Rebuild Kit	1	\$227.00	\$247.43				
	10" Model 131-01: Main Valve Rubber Rebuild Kit	1	\$366.00	\$398.94				
12" Model 131-01: Main Valve Rubber Rebuild Kit	1	\$430.00	\$468.70					

Location	Equipment	Quantity	Net Ea.	Equip Subtotal	Labor Subtotal	Travel Subtotal	Fuel Subtotal	Total
	<b>Subtotal</b>			<b>\$2,900.49</b>	<b>\$4,640.00</b>	<b>\$516.00</b>	<b>\$116.28</b>	<b>\$8,172.77</b>
<b>Zone #2</b>								
	4" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$200.00	\$218.00				
	6" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$254.00	\$276.86				
	10" Model 90-01: Main Valve & Pilot Rubber Rebuild Kit	1	\$430.00	\$468.70				
	<b>Subtotal</b>			<b>\$963.56</b>	<b>\$2,030.00</b>	<b>\$258.00</b>	<b>\$58.14</b>	<b>\$3,309.70</b>
	<b>Total</b>			<b>\$17,305.93</b>	<b>\$30,160.00</b>	<b>\$3,612.00</b>	<b>\$813.96</b>	<b>\$51,891.89</b>
	<b>10% Contingency</b>							<b>\$5,189.19</b>
	<b>Grand Total</b>							<b><u>\$57,081.08</u></b>

# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

QUOTE NUMBER: 121416MT2	DATE: 12/14/2016	PAGE: 1
CUSTOMER: City of Covina		
CONTACT: Bill Pecs		
ADDRESS: Covina	PHONE: 626-484-0060	
JOB NAME: <i>Holt Avenue</i>	FAX:	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	2"	<b>Model 90-01 Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 144.00	\$ 144.00
02)	1	4"	<b>Model 90-01 Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 200.00	\$ 200.00
03)	1	6"	<b>Model 90-01 Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 254.00	\$ 254.00
04)				\$ -	\$ -
05)				\$ -	\$ -
06)	6		Labor / 2 Men / Prevailing Wage	\$ 290.00	\$ 1,740.00
07)	3		Travel	\$ 86.00	\$ 258.00
08)	102		Fuel Surcharge Per Mile	\$ 0.57	\$ 58.14
<b>TOTAL / WITHOUT TAX</b>					<b>\$ 2,654.14</b>

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**



This quotation is valid for 30 days from the above date.  
 After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.  
 All prices are **NET**

AUTHORIZED BY:	SALESPERSON: Mike Trosper
TERRITORY: 3900	

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number*

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.  
 If you have any questions regarding this quotation please contact Mike Trosper - Cell (949)-923-0649  
 24100 Water St. [mtrosper@cla-val.com](mailto:mtrosper@cla-val.com)  
 Perris, CA. 92570  
 P. 951-657-1718 Ext.288 / Fax 951-657-8540

# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

QUOTE NUMBER: 121416MT3	DATE: 12/14/2016	PAGE: 1
CUSTOMER: City of Covina		
CONTACT: Bill Pecsì		
ADDRESS: Covina	PHONE: 626-484-0060	
JOB NAME: Zone #2	FAX:	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	4"	Model 90-01 Main Valve & Pilot Rubber Rebuild Kit	\$ 200.00	\$ 200.00
02)	1	6"	Model 90-01 Main Valve & Pilot Rubber Rebuild Kit	\$ 254.00	\$ 254.00
03)	1	10"	Model 90-01 Main Valve & Pilot Rubber Rebuild Kit	\$ 430.00	\$ 430.00
04)				\$ -	\$ -
05)				\$ -	\$ -
06)	7		Labor / 2 Men / Prevailing Wage	\$ 290.00	\$ 2,030.00
07)	3		Travel	\$ 86.00	\$ 258.00
08)	102		Fuel Surcharge Per Mile	\$ 0.57	\$ 58.14
<b>TOTAL / WITHOUT TAX</b>					<b>\$ 3,230.14</b>

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**



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 All prices are **NET**

AUTHORIZED BY:	SALESPERSON: Mike Trosper
TERRITORY: 3900	

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number*

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# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

<b>QUOTE NUMBER:</b> 121416MT4	<b>DATE:</b> 12/14/2016	<b>PAGE:</b> 1
<b>CUSTOMER:</b> City of Covina		
<b>CONTACT:</b> Bill Pecsí		
<b>ADDRESS:</b> Covina	<b>PHONE:</b> 626-484-0060	
<b>JOB NAME:</b> Charter Oak PRV	<b>FAX:</b>	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	8"	Model 90-01 Main Valve & Pilot Rubber Rebuild Kit	\$ 291.00	\$ 291.00
02)	1	10"	Model 90-01 Main Valve & Pilot Rubber Rebuild Kit	\$ 430.00	\$ 430.00
03)	1	12"	Model 90-01 Main Valve & Pilot Rubber Rebuild Kit	\$ 495.00	\$ 495.00
04)				\$ -	\$ -
05)				\$ -	\$ -
06)	8		Labor / 2 Men / Prevailing Wage	\$ 290.00	\$ 2,320.00
07)	3		Travel	\$ 86.00	\$ 258.00
08)	102		Fuel Surcharge Per Mile	\$ 0.57	\$ 58.14
<b>TOTAL / WITHOUT TAX</b>					<b>\$ 3,852.14</b>

**NOTES:** Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**



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 All prices are **NET**

<b>AUTHORIZED BY:</b>	<b>SALESPERSON:</b> Mike Trosper
<b>TERRITORY:</b> 3900	

**QUOTATION EFFECTIVE FOR 30 DAYS FROM** *See Quote Number*

**MESSAGES:** Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.  
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# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

<b>QUOTE NUMBER:</b> 121416MT5	<b>DATE:</b> 12/14/2016	<b>PAGE:</b> 1
<b>CUSTOMER:</b> City of Covina		
<b>CONTACT:</b> Bill Pecsí		
<b>ADDRESS:</b> Covina	<b>PHONE:</b> 626-484-0060	
<b>JOB NAME:</b> <i>Cypress Reservoir</i>	<b>FAX:</b>	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	2	6"	<b>Model 60-11 Main Valve Rubber Rebuild Kit</b>	\$ 241.00	\$ 482.00
02)	1	6"	<b>Model 90-01 Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 254.00	\$ 254.00
03)	2	8"	<b>Model 60-11 Main Valve Rubber Rebuild Kit</b>	\$ 318.00	\$ 636.00
04)	1	16"	<b>Model 210-01 Altitude Valve Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 1,002.00	\$ 1,002.00
05)				\$ -	\$ -
06)	16		<b>Labor / 2 Men / Prevailing Wage</b>	\$ 290.00	\$ 4,640.00
07)	6		<b>Travel / 2 Days</b>	\$ 86.00	\$ 516.00
08)	204		<b>Fuel Surcharge Per Mile / 2 Days</b>	\$ 0.57	\$ 116.28
<b>TOTAL / WITHOUT TAX</b>					<b>\$ 7,646.28</b>

**NOTES:** Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**



This quotation is valid for 30 days from the above date.  
 After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.  
 All prices are **NET**

<b>AUTHORIZED BY:</b>	<b>SALESPERSON:</b> Mike Trosper
<b>TERRITORY:</b> 3900	

**QUOTATION EFFECTIVE FOR 30 DAYS FROM** *See Quote Number*

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# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

<b>QUOTE NUMBER:</b> 121416MT6	<b>DATE:</b> 12/14/2016	<b>PAGE:</b> 1
<b>CUSTOMER:</b> City of Covina		
<b>CONTACT:</b> Bill Pecsí		
<b>ADDRESS:</b> Covina	<b>PHONE:</b> 626-484-0060	
<b>JOB NAME:</b> <i>Rancho La Merced</i>	<b>FAX:</b>	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	2	4"	<b>Model 60-11 Main Valve Rubber Rebuild Kit</b>	\$ 159.00	\$ 318.00
02)	2	6"	<b>Model 60-11 Main Valve Rubber Rebuild Kit</b>	\$ 241.00	\$ 482.00
03)	1	8"	<b>Model 58-01 Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 370.00	\$ 370.00
04)	1	12"	<b>Model 210-01 Altitude Valve Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 655.00	\$ 655.00
05)				\$ -	\$ -
06)	14		<b>Labor / 2 Men / Prevailing Wage</b>	\$ 290.00	\$ 4,060.00
07)	6		<b>Travel / 2 Days</b>	\$ 86.00	\$ 516.00
08)	204		<b>Fuel Surcharge Per Mile / 2 Days</b>	\$ 0.57	\$ 116.28
<b>TOTAL / WITHOUT TAX</b>					<b>\$ 6,517.28</b>

**NOTES:** Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**



This quotation is valid for 30 days from the above date.  
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.  
All prices are **NET**

<b>AUTHORIZED BY:</b>	<b>SALESPERSON:</b> Mike Trosper
<b>TERRITORY:</b> 3900	

**QUOTATION EFFECTIVE FOR 30 DAYS FROM** *See Quote Number*

**MESSAGES:** Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.  
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24100 Water St. [mtrosper@cla-val.com](mailto:mtrosper@cla-val.com)  
Perris, CA. 92570  
P. 951-657-1718 Ext.288 / Fax 951-657-8540

# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

<b>QUOTE NUMBER:</b> 121416MT7	<b>DATE:</b> 12/14/2016	<b>PAGE:</b> 1
<b>CUSTOMER:</b> City of Covina		
<b>CONTACT:</b> Bill Peksi		
<b>ADDRESS:</b> Covina	<b>PHONE:</b> 626-484-0060	
<b>JOB NAME:</b> Charter Oak Reservoir	<b>FAX:</b>	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	2	8"	Model 60-11 Main Valve Rubber Rebuild Kit	\$ 318.00	\$ 636.00
02)	1	16"	Model 210-01 Altitude Valve Main Valve & Pilot Rubber Rebuild Kit	\$ 1,002.00	\$ 1,002.00
03)	1	8"	Model 131-01 Main Valve Rubber Rebuild Kit	\$ 227.00	\$ 227.00
04)	1	10"	Model 131-01 Main Valve Rubber Rebuild Kit	\$ 366.00	\$ 366.00
05)	1	12"	Model 131-01 Main Valve Rubber Rebuild Kit	\$ 430.00	\$ 430.00
06)	16		Labor / 2 Men / Prevailing Wage	\$ 290.00	\$ 4,640.00
07)	6		Travel / 2 Days	\$ 86.00	\$ 516.00
08)	204		Fuel Surcharge Per Mile / 2 Days	\$ 0.57	\$ 116.28
<b>TOTAL / WITHOUT TAX</b>					<b>\$ 7,933.28</b>

**NOTES:** Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**



This quotation is valid for 30 days from the above date.  
 After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.  
 All prices are **NET**

<b>AUTHORIZED BY:</b>	<b>SALESPERSON:</b> Mike Trosper
<b>TERRITORY:</b> 3900	

**QUOTATION EFFECTIVE FOR 30 DAYS FROM** *See Quote Number*

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 24100 Water St. [mtrosper@cla-val.com](mailto:mtrosper@cla-val.com)  
 Perris, CA. 92570  
 P. 951-657-1718 Ext.288 / Fax 951-657-8540

# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

QUOTE NUMBER: 121416MT8	DATE: 12/14/2016	PAGE: 1
CUSTOMER: City of Covina		
CONTACT: Bill Pecsì		
ADDRESS: Covina	PHONE: 626-484-0060	
JOB NAME: Roycove Reservoir Booster Station		FAX:

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	4"	Model 60-11 Main Valve Rubber Rebuild Kit	\$ 159.00	\$ 159.00
02)	2	6"	Model 60-11 Main Valve Rubber Rebuild Kit	\$ 241.00	\$ 482.00
03)	1	8"	Model 60-11 Main Valve Rubber Rebuild Kit	\$ 318.00	\$ 318.00
04)	1	8"	Model 210-01 Altitude Valve Main Valve & Pilot Rubber Rebuild Kit	\$ 452.00	\$ 452.00
05)	1	6"	Model 50-01 Main Valve & Pilot Rubber Rebuild Kit	\$ 264.00	\$ 264.00
06)	14		Labor / 2 Men / Prevailing Wage	\$ 290.00	\$ 4,060.00
07)	6		Travel / 2 Days	\$ 86.00	\$ 516.00
08)	204		Fuel Surcharge Per Mile / 2 Days	\$ 0.57	\$ 116.28
<b>TOTAL / WITHOUT TAX</b>				<b>\$</b>	<b>6,367.28</b>

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**



This quotation is valid for 30 days from the above date.  
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.  
All prices are **NET**

AUTHORIZED BY:	SALESPERSON: Mike Trospër
TERRITORY: 3900	

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number*

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.  
If you have any questions regarding this quotation please contact Mike Trospër - Cell (949)-923-0649  
24100 Water St. [mtrospër@cla-val.com](mailto:mtrospër@cla-val.com)  
Perris, CA. 92570  
P. 951-657-1718 Ext.288 / Fax 951-657-8540

# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

<b>QUOTE NUMBER:</b> 121416MT9	<b>DATE:</b> 12/14/2016	<b>PAGE:</b> 1
<b>CUSTOMER:</b> City of Covina		
<b>CONTACT:</b> Bill Peci		
<b>ADDRESS:</b> Covina	<b>PHONE:</b> 626-484-0060	
<b>JOB NAME:</b> <i>Forestdale Reservoir Booster Station</i>	<b>FAX:</b>	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	8"	<b>Model 58-01 Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 371.00	\$ 371.00
02)	2	12"	<b>Model 58-01 Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 574.00	\$ 1,148.00
03)	2	8"	<b>Model 81-02 Check Valves Main Valve Rubber Rebuild Kit</b>	\$ 227.00	\$ 454.00
04)	1	16"	<b>Model 210 Series Modified Altitude Valve Main Valve &amp; Pilot Rubber Rebuild Kit</b>	\$ 1,494.00	\$ 1,494.00
05)				\$ -	\$ -
06)	16		<b>Labor / 2 Men / Prevailing Wage</b>	\$ 290.00	\$ 4,640.00
07)	6		<b>Travel / 2 Days</b>	\$ 86.00	\$ 516.00
08)	204		<b>Fuel Surcharge Per Mile / 2 Days</b>	\$ 0.57	\$ 116.28

**TOTAL / WITHOUT TAX \$ 8,739.28**

**NOTES:** Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**



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 After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.  
 All prices are **NET**

<b>AUTHORIZED BY:</b>	<b>SALESPERSON:</b> Mike Trosper
<b>TERRITORY:</b> 3900	

**QUOTATION EFFECTIVE FOR 30 DAYS FROM *See Quote Number***

**MESSAGES:** Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.  
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# CLA-VAL CO. WESTERN REGIONAL SERVICE QUOTATION

QUOTE NUMBER: 121416MT10	DATE: 12/14/2016	PAGE: 1
CUSTOMER: City of Covina		
CONTACT: Bill Peci		
ADDRESS: Covina	PHONE: 626-484-0060	
JOB NAME: LP Zone #2 & Rancho Simi	FAX:	

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	1	6"	Model 90-01 Main Valve & Pilot Rubber Rebuild Kit	\$ 254.00	\$ 254.00
02)	2	8"	Model 60-11 Main Valve Rubber Rebuild Kit	\$ 318.00	\$ 636.00
03)				\$ -	\$ -
04)				\$ -	\$ -
05)				\$ -	\$ -
06)	7		Labor / 2 Men / Prevailing Wage	\$ 290.00	\$ 2,030.00
07)	3		Travel	\$ 86.00	\$ 258.00
08)	102		Fuel Surcharge Per Mile	\$ 0.57	\$ 58.14
<b>TOTAL / WITHOUT TAX</b>					<b>\$ 3,236.14</b>

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

**Any hard parts are extra!!**

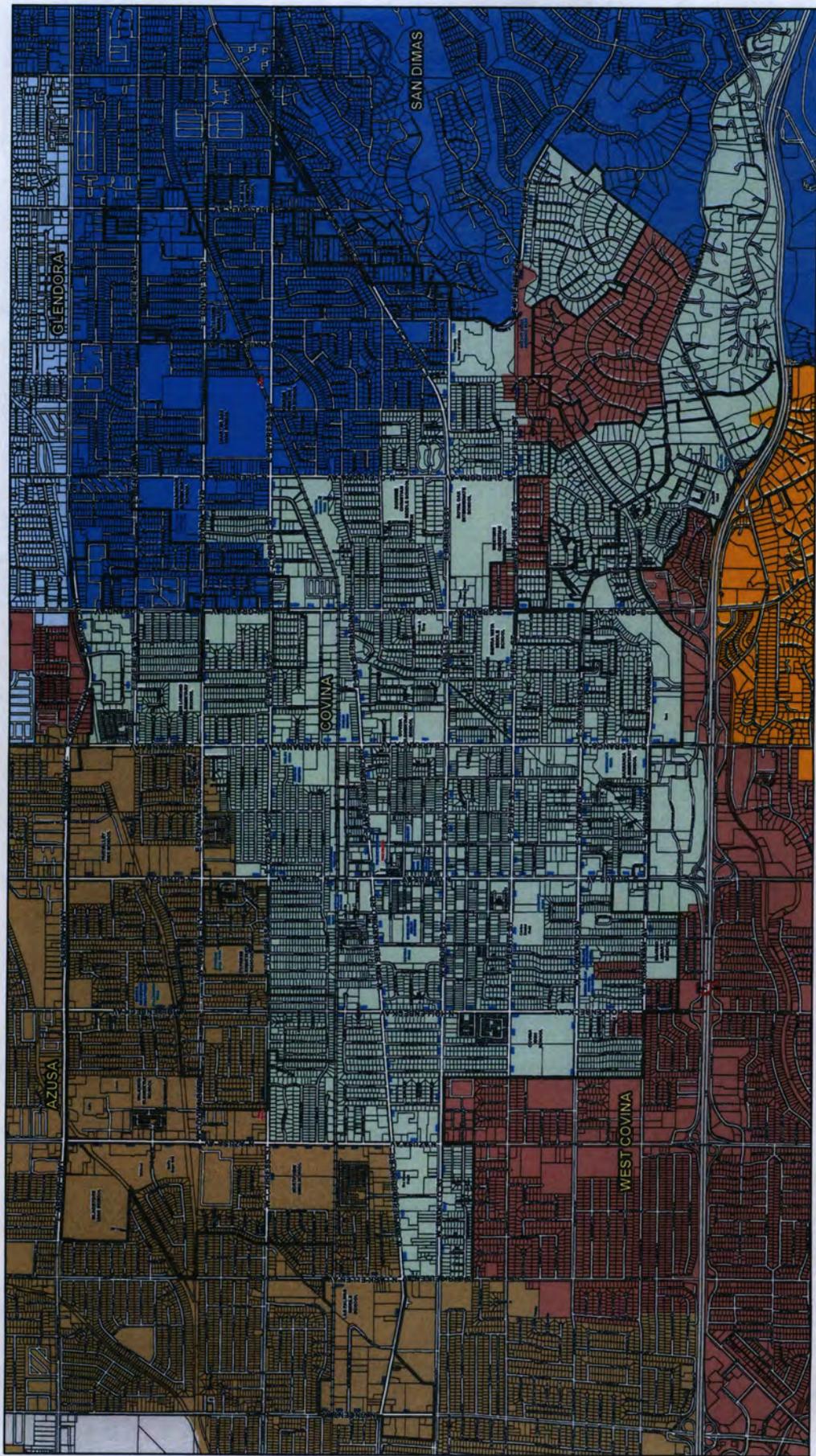


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 After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.  
 All prices are **NET**

AUTHORIZED BY:	SALESPERSON: Mike Trospen
TERRITORY: 3900	

QUOTATION EFFECTIVE FOR **30 DAYS FROM** *See Quote Number*

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.  
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**Water Service**

- City of Covina Water
- Golden State Water
- City of Azusa Water
- Suburban Water
- Valencia Heights Water
- City of Glendora Water

**WATER PURVEYOR  
SERVICE AREA MAP**

**CITY OF COVINA**  
PUBLIC WORKS DEPARTMENT



**RESOLUTION NO. 16-7583**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2017 OPERATING BUDGET TO REFLECT AN APPROPRIATION OF \$57,081.08 FROM THE AVAILABLE WATER UTILITY ADMINISTRATION FUND BALANCE TO ADD FUNDING FOR THE AUTOMATIC CONTROL VALVE MAINTENANCE SERVICES AGREEMENT WITH GRISWOLD INDUSTRIES, THE MANUFACTURER OF CLA-VAL AUTOMATIC CONTROL VALVES, AND INCREASING THE FISCAL YEAR 2017 OPERATING BUDGET (ACCOUNT NO. 6010-5080-52424) IN THE AMOUNT OF \$57,081.08**

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

**WHEREAS**, the Fiscal Year 2017 Operating Budget was approved on July 19, 2016; and

**WHEREAS**, on July 19, 2016, the City Council adopted Resolution No. 16-7503 approving the City of Covina Budget for July 1, 2016 through June 30, 2017; and

**WHEREAS**, the approved Fiscal Year 2017 Operating Budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

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

**WHEREAS**, the City of Covina water distribution system includes two interconnections with Covina Irrigating Company, one interconnection with Three Valleys Municipal Water District, six emergency interconnections with other water systems, nine reservoirs with 19.975 million gallon (MG) storage capacity, five pressure zones, and six booster stations; and

**WHEREAS**, the Water Division of the Department of Public Works utilizes Cla-Val automatic control valves as its standard valve, including but not limited to, pressure reducing valves (PRVs), booster pump control valves, altitude valves, pressure relief valves, and electronic control valves; and

**WHEREAS**, the regular maintenance of automatic control valves is critical to the proper operation of the water distribution system. The industry standard maintenance frequency for PRVs is annually and every two years for booster pump control, altitude, pressure relief, and electronic control valves; and

**WHEREAS**, the risk associated with not adequately maintaining automatic control valves is increased or unmanaged pressure in the water distribution system, which can damage City equipment, break distribution lines, and blowout of customer services; and

**WHEREAS**, water distribution system automatic control valves are overdue for maintenance, having last been maintained in 2010, and the Department of Public Works is requesting City Council authorization, on December 20, 2016, for the Interim City Manager to execute on the City Council's behalf, a Professional Services Agreement with Griswold Industries, the manufacturer of Cla-Val automatic control valves, for valve maintenance services, in an amount not-to-exceed \$57,081.08 for the scope of services contained in Attachment A to the Agenda Report, subject to the City Attorney's review and approval as to form; and

**WHEREAS**, based on its previous installation and maintenance work for the Water Division, Griswold Industries has demonstrated its competence and experience in maintaining such specialized automatic control valves. Given the very specific nature of the maintenance, as well as, the demonstrated competence and experience of Griswold Industries, including its familiarity with the City's specialized automatic control valves, it is in the best interest of the City that this vendor complete the maintenance services as expeditiously as possible; and

**WHEREAS**, Covina Municipal Code Section 2.20.080 (Bidding – Required – Exceptions), Subsection B, allows procurement by noncompetitive proposals when the services being procured are professional or specialized services as identified within CMC 2.20.175 (Purchase – Professional and specialized services); and

**WHEREAS**, Covina Municipal Code Section 2.20.175 (Purchase - Professional and specialized services) recognizes that some professional services are so specialized that procurement of such services by competitive means is not necessary or in the City's best interest. In this case, the required services involve the disassembly and rebuild of the 42 Cla-Val automatic control valves specified in Attachment A, by personnel trained by the manufacturer to perform this precise work, with consultation as needed from Griswold Industries process, electrical, and hydraulic engineers; and

**WHEREAS**, the City of Covina wishes to allocate funds for automatic control valve maintenance services.

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

**SECTION 1.** Amend the Fiscal Year 2017 Operating Budget as follows: Add funding for the Professional Services Agreement with Griswold Industries by \$57,081.08. Appropriate \$57,081.08 from available Water Utility Administration Fund balance to Water Transmission and Distribution - Maintenance (account no. 6010-5080-52424).

**SECTION 2.** Authorize the use of Griswold Industries for the provision of Cla-Val automatic control valve maintenance services, as described in the Recitals above, in this Resolution.

**SECTION 3.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 20<sup>th</sup> day of December, 2016.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7583 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

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# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CB 1

---

**MEETING DATE:** December 20, 2016

**TITLE:** Covina Senior and Community Center Project - Designation of Final Site for Placement of New Center

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:**

- 1) Receive and file the Covina Woman's Club Physical Assessment for Adaptation to Covina Senior and Community Center Report, prepared by Gonzalez Goodale Architects; and
- 2) Provide direction regarding the final site for the placement of the Covina Senior and Community Center.

---

**BACKGROUND:**

Since September 2015, the City Council, City Manager, multi-departmental staff team, community members, and Gonzalez Goodale Architects (GGA) have been working on the development of the new Covina Senior and Community Center. Numerous actions facilitating the development of the new facility have been taken to date, as outlined in the Project Chronology contained in Attachment A to this report, and are culminating in the discussion of final site selection this evening.

Most recently, on October 4, 2016, the City Council directed City staff to pursue the placement of the Covina Senior and Community Center in Kelby Park and at the site of the Covina Woman's Club. The City Council also approved and authorized the Interim City Manager to execute on the City Council's behalf, in substantial form, the First Amendment to the Agreement between the City of Covina and GGA to (1) extend the term of the agreement through June 30, 2017, (2) amend the scope of work to (a) reflect the placement of the Covina Senior and Community Center at a location to be designated by the City Council and (b) prepare a General Building and Site Analysis of the Covina Woman's Club, (3) increase the total compensation by \$20,000 to a not-to-exceed amount of \$120,000, and (4) include provisions required for compliancy with federal law and Community Development Block Grant (CDBG) requirements, subject to the City Attorney's review and approval as to form.

By conducting the Building and Site Analysis of the existing Covina Woman's Club, the City is able to ascertain whether the remodel and expansion of the Covina Woman's Club is a logistical and economically feasible option. This information should assist the City Council in making a formal site selection for placement of the new facility.

**DISCUSSION:**

On October 4, 2016, GGA was commissioned by the City of Covina to provide a General Building and Site Analysis of the Covina Woman's Club. This followed a brief conceptual site

study that explored the spatial feasibility of expansion and renovation of the Covina Woman's Club for a broader use as the new Covina Senior and Community Center.

The approximately 9,000 square foot Covina Woman's Club was constructed in 1961. Building and safety codes in most categories have become more stringent since that date. Additionally, aging architectural and engineering systems within the building will face replacement and repair needs as the building is adapted to new uses.

GGA submitted the attached Covina Woman's Club Physical Assessment for Adaptation to Covina Senior and Community Center Report to the City in mid-November 2016. The report identifies the improvements, upgrades, and renovations that will be necessary and desirable to:

1. Adapt and update the functional performance of the building to suit safe, efficient, and enjoyable facility operations, achieving a level of improvement that could be reasonably expected to satisfy the Covina Senior and Community Center needs of the City, as applicable, for fifty years or more;
2. Adapt and update the interior and exterior architectural components and the engineering systems of the building to satisfy a minimum fifty-year performance level; and
3. Where required, or otherwise deemed prudent, meet current fire/life-safety, structural/seismic, environmental, and accessibility requirements under applicable building codes, laws, rules, and regulations.

Following the review of both the existing drawings and a tour of the facility, GGA analyzed the building within the bounds of the following criteria, as specified on page 2 and 3 of the report:

1. Zoning Code – the building has been evaluated according to current City of Covina Zoning Code;
2. Fire/Life-Safety/ Building Codes – the building has been evaluated according to the 2016 California Building Code for issues of exiting and fire/life-safety in general. Consideration has also been given to how a building addition might affect compliance with these codes;
3. Energy Performance/Building Codes – the building's energy design and performance has been evaluated against the requirements of 2016 California Title 24 and Chapter 11, Green Building Standards. Upgrades will be required for any new components and any of the components of the building that will be modernized;
4. Site Conditions and Best Practices – the site, including issues of pedestrian and vehicular arrival, drop-off, parking, site drainage, and landscape, have been evaluated according to California Title 24 accessibility requirements, wear/condition of various site components, professional experience of best practices, and aesthetic quality;
5. Accessibility – the building has been evaluated for accessibility as required by California Title 24 and the Americans with Disabilities Act (ADA). Accessibility includes access to building entries and exits, interior doors and occupied spaces, passageways, restroom fixtures and drinking fountains, counters, hardware, seating areas, and way-finding signage;

6. Operational Analysis – the floor planning has been assessed in the context of possible expansion against professional experience and best practices for Covina Senior and Community Center adjacencies and operations;
7. Architectural and Engineering Components – in addition to obvious defects, the documented or observed age and quality of architectural and engineering components has been assessed against occupant health and welfare, against professional experience, and against industry standards for wear and performance; and
8. Structural System – in terms of structure and seismic performance, the building has been assumed to be Risk Category II and evaluated against the criteria of this Category. This means that, in a seismic event, the building should be able to sustain the event and preserve the safety of the occupants. Structure should not be in danger of collapse, and affixed elements of the building should remain affixed. Under this category, however, there may be both structural and architectural damage, and the building may not be appropriate for immediate occupancy because of damage.

Pages 26 to 30 of the report contain numerous recommendations in each of the areas outlined above. Key recommendations include, but are not limited to, the following:

Criteria	Recommendation
1. Zoning Code	– Covina Senior and Community Center type of use is permitted in this residential zone with Conditional Use Permit.
2. Fire/Life-Safety/ Building Codes	– Incorporate fire sprinkler system into the building to increase fire/life-safety and allow an increase in building area to that required for a full Covina Senior and Community Center program.
3. Energy Performance/Building Codes	– Provide low-water use plumbing fixtures, electrical control systems, and new lighting in compliance with Title 24.
4. Site Conditions and Best Practices	– Remove and replace parking lot asphalt due to extensive deep cracking and increase accessible spaces beyond that required by code (appropriate to a Covina Senior and Community Center). – Develop positive site drainage throughout site and comply with California storm water regulations, mitigating flow of storm water drainage into streets and storm sewer systems.
5. Accessibility	– Direct accessible walkway from public sidewalk to main entry of the building. – Interior upgrades necessary to achieve full accessibility include partial demolition/reconstruction of the entry wing of building, new doors and lever or panic hardware, new accessible restrooms, accessible drinking fountains, disabled access to multipurpose room stage, new or re-configured casework to provide accessible-height countertops, way-finding signage, and fire/life-safety interventions that provide alarm notification to all occupants, including blind and deaf.

Criteria	Recommendation
6. Operational Analysis	<ul style="list-style-type: none"> <li>- Due to inefficiency and inaccessibility of much of Entry Wing, consider complete re-planning/re-design of this interior space to better suit Covina Senior and Community Center program.</li> </ul>
7. Architectural and Engineering Components	<ul style="list-style-type: none"> <li>- Re-roof existing facility and repair water damage to plaster soffits. Sand and refinish water damage to wood soffits.</li> <li>- New HVAC systems and overhead ducting.</li> <li>- Upgrade existing plumbing fixtures, lavatories, and toilet flush valves to latest code for water savings measure.</li> <li>- Convert all lighting in building to LED and provide networked lighting controls throughout.</li> <li>- Disaggregation of electrical loads is required. Separate feeders and panels need to be available for lighting, outlets, equipment loads, and HVAC loads.</li> </ul>
8. Structural System	<ul style="list-style-type: none"> <li>- City may consider implementing voluntary seismic improvements to improve seismic performance, considering age of building. Based on this building type, highest priority voluntary improvements may include, but are not limited to: <ul style="list-style-type: none"> <li>a. Plywood sheathing on wood-framed shear walls;</li> <li>b. Roof diaphragm sheathing and nailing;</li> <li>c. Sill bolting at all bearing walls and shear walls to existing concrete slab/foundations. Sill bolting appears to be installed in this building per the 1960 as-built drawings, therefore, this may only consist of verifying that existing condition is sufficient and may not require that new sill bolts be installed;</li> <li>d. Hold downs at ends of wood-framed shear walls;</li> <li>e. Strapping/ties from exterior walls to roof diaphragm;</li> <li>f. Diaphragm collectors and their connections to shear walls; and</li> <li>g. Concrete foundations.</li> </ul> </li> <li>- Further investigation of existing structure to determine presence and/or extent of water-damaged elements, as water damaged building finishes were observed at several locations throughout building. This investigation may involve demolition of existing ceilings and gypsum board to view structure.</li> </ul>

Pages 31 and 32 of the report contain the construction cost estimate to renovate and add to the Covina Woman’s Club to achieve a well-functioning and aesthetically-integrated Covina Senior and Community Center. At this early stage of analysis and planning, the estimate must be considered as a rough order of magnitude estimate, which will require refinement and confirmation through the design process.

This estimate is projected for site, building renovation, and construction costs only. The estimate does not include anticipated and necessary “soft costs” that will be incurred by the City, such as fees, testing, project management costs, furniture, fixtures, and equipment. Soft costs typically are approximately 25% to 30% of the construction cost, and a project contingency equivalent to 10% of the total project cost should be utilized at this juncture due to the imprecision of the estimate at this stage.

To develop the preliminary cost estimate, anticipated per-square-foot costs are established for site work, renovation of the existing Covina Woman’s Club building, and new construction. To estimate at per-square-foot estimates for each of these components, a combination of current industry costs for similar types of construction, major components to be deployed in a renovation, and current industry costs for site work are considered. The figures are based on prevailing wage and include approximately 25% additional for both contingency and escalation.

The following considerations were included in developing these per-square-foot cost averages:

1. Site work – costs include re-asphalting the parking lot, new landscaping and irrigation. An average of \$7/square foot is anticipated to cover overall site re-surfacing and landscaping, new parking/site lighting, minor re-grading for storm water, and provision for accessibility from sidewalk to entry porch;
2. Renovation work – costs include new exterior windows, doors and cladding, new wall insulation, new roof, new modifications to support accessibility, new door hardware throughout, significant new floor finishes, new ceilings, new lighting and electrical control systems, new mechanical and fume hood systems, new fire sprinkler system, selective reconstruction of walls in the entry wing, and voluntary seismic upgrades. An average cost of \$225/square foot in renovation costs is anticipated; and
3. New construction – costs will be relatively high because new restrooms will be a significant part of the construction, new multi-purpose spaces are assumed to have acoustic partitions, and a significant amount of glass is assumed in the program spaces adjacent to landscape and courtyards. An average cost of \$300/square foot for new construction is utilized.

Associating these costs with their respective square footages, the following construction cost estimate is obtained:

Category	Cost/Square Foot	Area	Estimated Cost
Site	\$7/SF	83,000 SF	\$581,000
Renovation	\$225/SF	9,000 SF	\$2,025,000
Construction	\$300/SF	7,000 SF	\$2,100,000
Rough Order of Magnitude Estimate			\$4,706,000

The rough order of magnitude estimate is costly due to the fact that GGA is using a high contingency (25%) for the renovation portion of the project, due to the unknown conditions that may be encountered during construction. The actual conditions could possibly result in a renovation cost that is significantly less than indicated, but GGA has maintained the high cost estimate and contingency in the event that some of the worst-case scenarios are uncovered and require mitigation. This is an inevitable caution in renovation work.

While, typically, buildings of this age and type lack the general structural integrity and detailing to meet the requirements of the current Building Code, the portions of the existing building that are not affected by the renovation are not necessarily required to be upgraded to be in conformance with the requirements of the current Code. Based on the desire to provide for public health, safety, and welfare of Covina Senior and Community Center patrons, however, the City requested that GGA include the voluntary seismic upgrades to the existing building in the cost estimate.

In this scenario, wherein the City pursues voluntary upgrades, certain measures analyzing existing conditions are required by Code. The ~~210~~ measure is to analyze the existing drawings

to determine if stresses on structural members are acceptable per current Code. The second measure, where drawings are not revealing, is to initiate selective/investigative demolition to discover and analyze actual built conditions. Some of this investigation may involve a testing laboratory. Though retrofit design cannot be predicted without actually undertaking this process, there are common seismic renovation upgrades that are the outcome of this process for this type of building. Common upgrades include the following, which have also been included in the construction cost estimate:

- Add plywood sheathing on wood-framed shear walls;
- Re-roof with new plywood sheathing and nailing;
- Supplement the sill bolting of stud walls to concrete slab;
- Install hold downs at ends of wood-framed shear walls; and
- Provide straps/ties between exterior walls and roof diaphragm.

Comparatively, based on industry standards, the cost of new construction ranges between \$300 and \$550/square foot for facilities considered to be non-24 hour/essential facilities, such as the Covina Senior and Community Center. In addition, a 10% construction contingency and soft costs equivalent to 25% to 30% of the construction cost should be factored into the total project cost.

**FISCAL IMPACT:**

The fiscal impact associated with the Covina Senior and Community Center will be determined during the initial phase of the Covina Senior and Community Center Project, wherein GGA will develop conceptual designs, cost estimates, and project timelines, following the completion of user and programmatic needs assessments, community and internal engagement, site evaluation, and recommendation. An estimated \$2.5 million in project funding is available for the placement of the facility in Kelby Park and at the site of the Covina Woman's Club, consisting of \$600,000 in Community Development Block Grant (CDBG) and \$1.9 million in Los Angeles County Grant funds.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The consideration of possible sites for the placement of the Covina Senior and Community Center will not result in any significant effect on the environment. Once a project site is selected, an Initial Study will be conducted to determine the level of environment assessment required for the project.

Respectfully submitted,



Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

Attachment A: Covina Senior and Community Center Project Chronology

Attachment B: Covina Woman's Club Physical Assessment for Adaptation to Covina Senior and Community Center

**Project Chronology  
Covina Senior and Community Center**

<b>Date</b>	<b>Action</b>
September 15, 2015 City Council Meeting	City Council received and filed the Joslyn Center update, authorized the City Manager to issue a Request for Proposal (RFP) to provide community and internal outreach to ascertain facility-user needs and Department of Parks and Recreation programming needs, in addition to obtaining City Council input in the design process for the Covina Senior and Community Center Project, and directed the Departments of Parks and Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners.
November 10, 2015 Administrative Action	The Department of Public Works issued the RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior and Community Center Project to 18 firms with significant expertise in the design of municipal senior centers and recreational facilities and proven track records with both design-build and design-bid-build project delivery models. Consulting services for the initial phase of the Project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines. The RFP was also posted on the City's website. By 4:00 p.m. on December 3, 2015, the City of Covina City Clerk's Office had received responses from seven firms.
December 15, 2015 City Council Study Session	The Department of Parks & Recreation reviewed and discussed options for the relocation of senior programming from the Joslyn Center to another facility, including the Valleydale Park Community Center and a possible co-sponsorship agreement with Los Angeles County for Valleydale Community Center.
January 19, 2016 City Council Meeting	The City Council, in a separate action, adopted Resolution No. 16-7452, authorizing the allocation of the Forty Second Year Community Development Block Grant (CDBG) funds for FY 2016-2017. This action includes \$416,188 in funding for the Covina Senior and Community Center Project - Phase II. Funds will be released by Los Angeles County Community Development Commission once the design phase is complete.



Date	Action
January 19, 2016 City Council Meeting	The City Council authorized the City Manager to execute a Professional Services Agreement with Gonzalez Goodale Architects (GGA) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior and Community Center Project in an amount not-to-exceed \$100,000; adopted Resolution No. 16-7454 appropriating \$500,000 in available Special General Fund - Rule 20A Swap balance for the Initial Phase of the Covina Senior and Community Center Project, topographic survey and soils geologic analysis, and seed money for subsequent phases of the project; and directed City staff to pursue placement of the Covina Senior and Community Center in Covina Park.
February 6, 2016 Administrative Action	The Department of Public Works issued RFPs to members of the City of Covina's On-Call Engineering Services Bench for 1) the Covina Community and Senior Center Geotechnical Soils Investigation at Covina Park and 2) Covina Community and Senior Center Boundary and Topographic Survey at Covina Park. Following the review of the proposals received in the City of Covina City Clerk's Office by 4:00 p.m. on February 18, 2016, David T. Hamilton & Associates, Inc. was identified as the top rated proposer for the Soils Investigation and Civiltec Engineering, Inc. for the Boundary and Topographic Survey. Neither Agreement was executed due to the subsequent change in site location.
February 16, 2016 City Council Study Session	Representatives from GGA updated the City Council on the initial Client Team Meeting held with City staff on January 26, 2016 and reviewed a working draft of the Community Participation Workshop #1 presentation, scheduled for February 22, 2016, from 9:00 a.m. to 11:00 a.m. at the Joslyn Center. During the Study Session, Gonzalez Goodale Architects also reviewed and received feedback from the City Council on the following: <ol style="list-style-type: none"> <li data-bbox="1058 1079 1082 1541">1. Draft Project Guiding Principles;</li> <li data-bbox="1096 1163 1120 1541">2. The facility program; and</li> <li data-bbox="1134 1016 1158 1541">3. Initial site utilization/location studies.</li> </ol>
February 16, 2016 City Council Meeting	The City Council adopted Resolution No. 16-7463, authorizing the termination of the Forty-First Year CDBG Project 600525-15, Economic Development and approved the new Covina Senior and Community Center construction project (Phase I). This action approved \$202,309 in funding for the design phase of the project, effective through June 30, 2017.



Date	Action
February 22, 2016 Community Workshop #1	The City and GGA hosted Community Workshop #1. Approximately 100 persons attended the workshop. Following the presentation of the items listed above, attendees offered numerous comments, largely focused on the concern of the possible placement of the new facility in Covina Park.
February 23, 2016 Joslyn Center User Meeting	Amy Hall-McGrade, Parks & Recreation Director and department staff engaged users of the Joslyn Center to gain a thorough understanding of their needs and expectations for the Covina Senior and Community Center. Joslyn Center users expressed the desire for windows, fresh air, and access to outside spaces, wide hallways, large restrooms, a design that fosters intergenerational exposure, and possible space for weight equipment and billiards, among other items.
March 1, 2016 City Council Study Session	<p>City staff and GGA representatives presented an update on the following:</p> <ol style="list-style-type: none"> <li>1. Community engagement efforts;</li> <li>2. Concept of increasing open space in Covina Park, should the facility be placed there, by eliminating/consolidating obsolete uses and moving softball activities to a refurbished Kelby Park;</li> <li>3. How the City plans to address current parking deficiency and provide sufficient parking to support the new facility, if placed in Covina Park; and</li> <li>4. Comparative architectural vernaculars consistent with Adams Park neighborhood that could be reflected in the new facility, should it be placed in Covina Park.</li> </ol> <p>Extensive public comment was received at the March 1, 2016 City Council Study Session. The majority of the input expressed dissatisfaction with the possible placement of the Covina Senior and Community Center in Covina Park and suggested possible alternative sites, including the Covina Woman's Club and other parcels. Public comments of a similar nature were made at the March 1, 2016 City Council Meeting.</p>



<b>Date</b>	<b>Action</b>
April 5, 2016 City Council Meeting	<p>The City Council received an update on the eight site location alternatives for the Covina Senior and Community Center listed above, each evaluated based on the criteria listed above. Following public input and discussion, the City Council unanimously moved to exclude four site locations from ongoing Covina Senior and Community Center project consideration:</p> <ol style="list-style-type: none"> <li>1. Badillo Street/Downtown;</li> <li>2. Brunswick Bowling Alley;</li> <li>3. Covina Park; and</li> <li>4. K-Mart.</li> </ol> <p>The City Council also directed staff to explore and exhaust all options, with both public and private property owners in Successor Agency Project Area One. This specific project area includes approximately \$4.8 million funding opportunity in the Successor Agency. The City Manager temporarily placed the agreement with GGA on hold, pending site selection by the City Council. At that time, GGA had completed approximately 20% of the Scope of Services. Key remaining services include site evaluation and recommendation, conceptual designs, cost estimates, and timelines.</p>
April 11, 2016 Community Workshop #3	<p>City staff presented an update and received public comment on the four current site location alternatives, facility requirements, and the draft space plan.</p>
August 18, 2016 Administrative Action	<p>The City issued an RFP for preparation of the Joslyn Center Lead Paint, Mold, and Asbestos Investigation. The City issued the RFP to four firms with expertise in the completion of comprehensive building investigations to determine the presence, location, and quantity of lead paint, mold, and asbestos. The RFP was also posted on the City's website. By 4:00 p.m. on September 15, 2016, the City of Covina City Clerk's Office had received responses from two firms.</p>

Date	Action
September 7, 2016 September 14, 2016 Administrative Action	<p data-bbox="269 172 452 1587">Interim City Manager submitted \$1.9 million in funding requests to Los Angeles County for the Covina Senior and Community Center project, at the request of Michael D. Antonovich, Los Angeles County Board of Supervisors, Fifth District. The letter requests \$1.0 million in new funding plus the reallocation of two previously approved grants in the amount of \$900,000, bringing the City of Covina's total funding request to \$1.9 million.</p> <p data-bbox="507 172 728 1587">Given the limited time available to formally submit the funding request to the Board of Supervisors for final approval prior to the departure of Supervisor Antonovich in November, the Interim City Manager identified Kelby Park as the site location for the Covina Senior and Community Center. The County indicated that a specific site had to be included in the City's funding request. Since the City owns and controls the Kelby Park site, City staff determined the best alternative was to identify Kelby Park as the location for the new center in the City's application.</p>
September 20, 2016 City Council Study Session	<p data-bbox="781 172 847 1587">City staff presented a comprehensive assessment of four recommended site alternatives, including (in alphabetical order):</p> <ol data-bbox="860 936 1004 1541" style="list-style-type: none"> <li data-bbox="860 1339 883 1541">1. Covina iTec;</li> <li data-bbox="897 1205 920 1541">2. Covina Woman's Club;</li> <li data-bbox="933 936 956 1541">3. Inter-Community Hospital partnership; and</li> <li data-bbox="969 1352 992 1541">4. Kelby Park.</li> </ol>
	<p data-bbox="1055 172 1243 1587">City staff also outlined potential deal points associated with a partnership with the Covina Woman's Club and provided updates on the agreement with GGA, available project funding, and financing options. Following the presentation, the City Council and members of the public provided input on the site location alternatives presented by City staff. All parties emphasized the imperativeness of moving this critical project ahead as expeditiously as possible.</p>



Date	Action
October 4, 2016 City Council Meeting	<p>The City Council directed City staff to pursue the placement of the Covina Senior and Community Center in Kelby Park and at the site of the Covina Woman's Club and adopted Resolution No. 16-7533 authorizing the application for \$1.9 million in grant funds from the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Competitive Excess Funding for the Covina Senior and Community Center Project.</p> <p>The City Council also approved and authorized the Interim City Manager to execute on the City Council's behalf, in substantial form, the First Amendment to the Agreement between the City of Covina and GGA to (1) extend the term of the agreement through June 30, 2017, (2) amend the scope of work to (a) reflect the placement of the Covina Senior and Community Center at a location to be designated by the City Council and (b) prepare a General Building and Site Analysis of the Covina Woman's Club, (3) increase the total compensation by \$20,000 to a not-to-exceed amount of \$120,000, and (4) include provisions required for compliancy with federal law and CDBG requirements, subject to the City Attorney's review and approval as to form.</p>
October 18, 2016 Administrative Action	<p>Los Angeles County Board of Supervisors approved a \$1.9 million grant for the Covina Senior and Community Center proposed to be constructed in Kelby Park, including \$1.0 million in new funding through the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Competitive Excess Funding, plus \$900,000 in dollars that were available to Kelby Park through the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996.</p>
October 19, 2016 Administrative Action	<p>Interim City Manager authorized Agreement with Stearns, Conrad and Schmidt, Consulting Engineers Inc. (SCS Engineers) for Preparation of Joslyn Center Lead Paint, Mold, and Asbestos Investigation. Once the results of the lead paint, mold, and asbestos investigation are available, the City will prepare and advertise the Joslyn Center Demolition Project for bid.</p>
December 2, 2016	<p>SCS Engineers completed building survey at Joslyn Center, consisting of lead paint, mold, and asbestos investigations. Draft report expected the week of December 19, 2016.</p>



**City of Covina  
Covina Woman's Club Physical Assessment  
For Adaptation to Covina Senior and Community Center**



**November 2016  
GONZALEZ GOODALE ARCHITECTS**

**CONSULTANT TEAM**

Gonzalez Goodale Architects  
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Pasadena, California 91105  
(626) 568-1428  
Project Number 16790

KPFF - Structural Engineers  
S & K Engineering - MEP Engineers

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## SECTION 2: RECOMMENDATIONS

# Introduction

## SCOPE AND PURPOSE

On October 4, 2016, Gonzalez Goodale Architects was commissioned by the City of Covina to provide a General Building and Site Analysis of the Covina Woman's Club. This followed a brief conceptual site study that explored the spatial feasibility of expansion and renovation of the Club for a broader use as the new Covina Community & Senior Center.

The approximately 9,000 square foot Covina Woman's Club was constructed in 1961. Building and safety codes in almost all categories have become significantly more stringent since that date. Additionally, aging architectural and engineering systems within the building will face replacement and repair needs as the building is adapted to new uses.

This study identifies those improvements, upgrades, and renovations that will be necessary and desirable to:

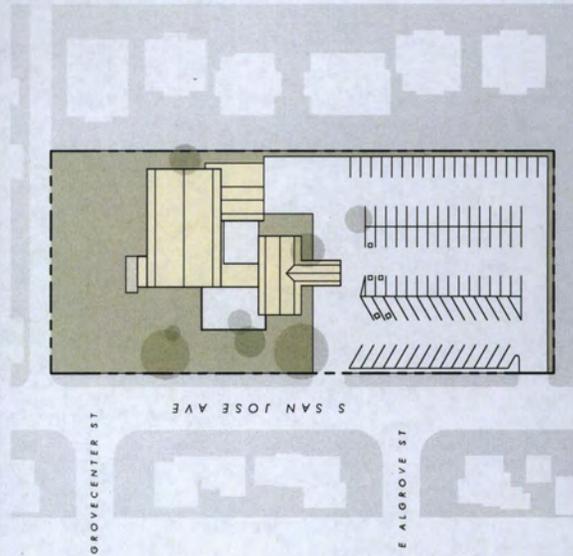
1. Adapt and update the functional performance of the building to suit safe, efficient, and enjoyable facility operations; achieving a level of improvement that could be reasonably expected to satisfy the Senior Center needs of the City, as applicable, for fifty years or more.
2. Adapt and update the interior and exterior architectural components and the engineering systems of the building to satisfy a minimum fifty-year performance level;
3. Where required, or otherwise deemed prudent, meet current fire/life-safety, structural/seismic, environmental, and accessibility requirements under applicable building codes, laws, rules, and regulations.

## SCOPE AND PURPOSE

Following review of both the existing drawings and a tour of the facility, the building has been generally analyzed within the bounds of the following criteria:

1. **Zoning Codes.** The building has been evaluated according to current City of Covina Zoning Code.
2. **Fire/Life-Safety / Building Codes.** The building has been evaluated according to the 2016 California Building Code for issues of exiting and fire/life-safety in general. Consideration has also been given to how a building addition might affect compliance with these codes.
3. **Energy Performance / Building Codes.** The building's energy design and performance has been evaluated against the requirements of 2016 California Title 24, and Chapter 11, Green Building Standards. Upgrades will be required for any new components, and any of the components of the building that will be modernized.
4. **Site Conditions and Best Practices.** The site - including issues of pedestrian and vehicular arrival, drop-off, parking, site drainage, and landscape - has been evaluated according to California Title 24 accessibility requirements, wear/condition of various site components, professional experience of best practices, and aesthetic quality.
5. **Accessibility.** The building has been evaluated for accessibility as required by California Title 24 and Federal Americans with Disabilities Act. Accessibility includes access to building entries and exits, interior doors and occupied spaces, passageways, restroom fixtures and drinking fountains, counters, hardware, seating areas, and way-finding signage.
6. **Operational Analysis.** The floor planning has been assessed in the context of possible expansion against professional experience and best practices for Senior Center adjacencies and operations.

7. **Architectural and Engineering Components.** In addition to obvious defects, the documented or observed age and quality of architectural and engineering components has been assessed against occupant health and welfare, against professional experience, and against industry standards for wear and performance.
8. **Structural System.** In terms of structure and seismic performance, the building has been assumed to be Risk Category II, and evaluated against the criteria of this Category. This means that, in a seismic event, the building should be able to sustain the event and preserve the safety of the occupants. Structure should not be in danger of collapse, and affixed elements of the building should remain affixed. Under this category, however, there may be both structural and architectural damage, and the building may not be appropriate for immediate occupancy because of damage.



*Existing Site Plan of Woman's Club*



# Executive Summary

## OVERVIEW

While adaptation of the Covina Woman's Club to an expanded facility that includes the Covina Community & Senior Center will require significant renovation of the existing building and its systems, the Woman's Club is essentially a sound facility that can house City programs for at least another 50 years. In combination with an addition that is sensitive to the building's architecture and functional adjacencies, the expanded Woman's Club has the potential to successfully house the Covina Senior Center and be a handsome complement to the residential neighborhood in which it is seated.

## ZONING CODE COMPLIANCE

A senior center type of use is permitted in this residential zone with a Conditional Use Permit. The specific conditions for this Conditional Use Permit will need to be developed through the course of planning and design with the City's planning staff.

## BUILDING AND SAFETY CODE COMPLIANCE

The major code compliance issues with renovating and expanding the Woman's Club to a Senior Center will be the 2016 California Building Code's limitations on building area for this occupancy and building type (one story, exposed wood frame construction). It is likely that the addition of a fire sprinkler system will be required in order to achieve the enlarged area required by the Community & Senior Center's program.

Current building codes will also require updates to the exiting of the building's assembly spaces, (the multipurpose room). These spaces will require panic hardware on all exit doors, with all of the exiting discharging directly to a public way or to a fire-rated exit-way.

## ENERGY PERFORMANCE AND TITLE 24 COMPLIANCE

While the original building is, by inspection, not weather-insulated, there will be no requirement to insulate unless existing walls and roofs are disturbed. All new construction must be fully compliant with Title 24,

including insulation, low-water use plumbing fixtures, electrical controls and lighting, and heating, ventilating, and air conditioning components.

## ACCESSIBILITY

The most significant interventions in the interior architecture of the building will be upgrades necessary to make the building achieve full accessibility. These upgrades will include partial demolition/re-construction of the entry wing of the building, new doors and lever or panic hardware throughout the building, new accessible restrooms with accessible fixtures, accessible drinking fountains, disabled access to the multipurpose room stage, new or re-configured casework to provide accessible-height countertops, new way-finding signage, and fire/life-safety interventions that provide alarm notification to all occupants, including the blind and deaf.



*Woman's Club Frontage Along San Jose Avenue*



*Arrival and Porte Cochere*

## THE SITE

Aside from deferred maintenance, the principal design issue with the existing site is the inaccessibility of the main entry to the disabled, either from the sidewalk or the porte cochere (where the building has a short stair to a raised porch).

There are also some minor challenges in achieving improved water drainage away from the building. Both of these site issues can be mitigated in conjunction with a building renovation and expansion.

Due to the amount of the parking required for the Woman's Club, and certainly for the Community & Senior Center programs, the current surface parking lot does not allow for landscape setbacks. This is especially notable at the front sidewalk. In a renovation, there may be alternate means of achieving some greening/landscaping of the parking lot without a sacrifice of parking spaces.

In re-developing the entire site plan, consideration should be given to providing more than code-required parking spaces for the disabled population, as the Community & Senior Center use may benefit from this surplus.

## OPERATIONAL PERFORMANCE

The layout of the current building as a Woman's Club, with the Multipurpose Room anchoring two wings, (one kitchen/service wing and one entry wing), around a courtyard, is also well-suited to the organization of a Community & Senior Center. Additional program elements will need additional physical form to supplement this layout, but this can be achieved by selectively expanding the outer perimeter of the U-shaped building without compromising its basic, logical organization.

## BUILDING ARCHITECTURAL ELEMENTS

While the underlying structure of the building is sound, the roofing,



*Approach to Site from North*

(which is 20 years old), the exterior wood vertical wall-cladding, and the doors and windows of the Woman's Club are all showing significant signs of wear and deterioration. Replacement of most of these exterior envelope components should be anticipated in a comprehensive renovation. There are also a number of instances of water damage to the building soffits under flat roof areas. Along with the re-roofing, these should be repaired and re-painted.

In terms of the original 1961 interior building materials and their potential impact on health - either during demolition/construction or in the re-occupation of a renovated building - the City may elect to initiate a Hazardous Materials Summary Report, (HAZMAT), by an independent agency.

On the interior, there are multiple instances of acoustic ceiling tiles delaminating and falling from overhead. Replacement of the acoustic ceiling tiles with new ceiling finishes throughout is recommended.



*View from Parking Lot into Main Courtyard*



*Multipurpose Room*



*Full Kitchen Serving Existing Multipurpose Room*

# Existing Conditions

## INTRODUCTION

The Covina Woman's Club is located near downtown, southeast from Covina's City Hall, and is embedded in a residential neighborhood that includes single family dwellings to the north, west, and south, and 2-story multi-family dwellings to the east. The original Women's Center dates from 1961, with the addition of a porte cochere in 1991. The building is a unique institutional adaptation of low-slung ranch-style design, low-pitched, asphalt gable roofs giving way, at the gutter line, to near-flat gravel-roofed canopies, several of which form weather-covered walkways. In cross-section and elevation, this roof form makes a unique profile. The exterior walls are a combination of vertical wood cladding, fixed wood windows, and sliding aluminum doors.



*One and 2-Story Residential Dwellings Surrounding the Site*



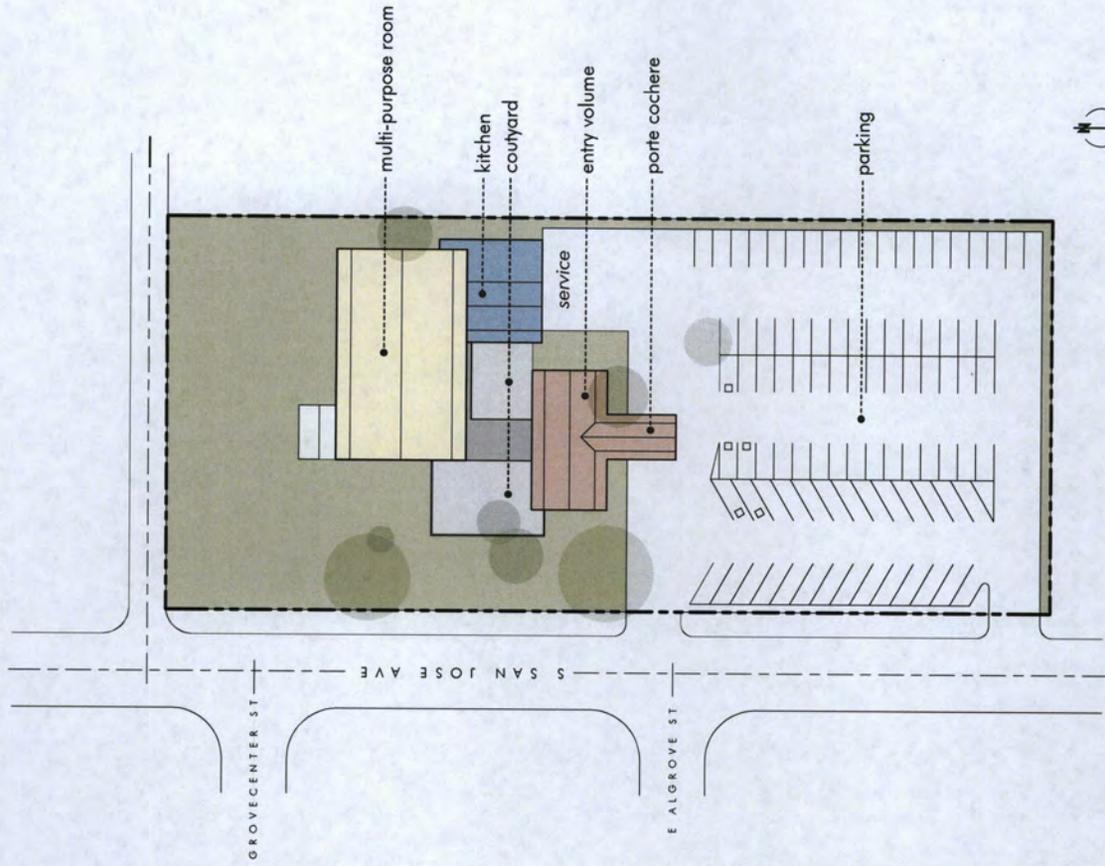
*1991 Porte Cochere Addition to Original Building*



*Combination of Low-Sloped Gables and Flat-Roofed Canopies*



*Vertical Wood Cladding*



*Woman's Club Functional Zones*

While the building presents itself as a casual, sprawling composition of individual elements, in plan it is a simple U-shape, organized around a central outdoor courtyard. One leg of the "U" is a linear sequence composed of the porte cochere; an entry volume currently containing restrooms, dressing rooms, and office; and the sunroom. (Off of this leg to the west is a second low-walled courtyard). The opposite leg of the "U" is the kitchen and additional restrooms. Anchoring the "U" at its base is the Multipurpose Room. Parking occurs to the south of the building in an asphalt-paved surface lot. Service to the kitchen also occurs through the parking lot, with service access at the south wall of the kitchen wing.

The building's original structure is a combination of wood frame and steel pipe columns, with wood beams and tongue-and-groove wood decking. The building is not currently provided with a fire-sprinkler system.



*Exterior Wall of Storefront*



*Combination of Materials*



*Concrete Masonry Courtyard Wall*

## ZONING ASSESSMENT

### Permitted Uses

The zone for this site is R-1-7500. Permitted uses within this zone (with a Conditional Use Permit) include such similar uses as country clubs, churches, and educational institutions. (Parking is not included among these uses, however it is a logical supporting function to each of them.)

### Setback and Landscaping

The zoning code addresses dwelling setbacks. Though these are not directly applicable in the case of a Conditional Use Permit, the existing building adheres to all residential setback requirements in the current code. There are no landscaping requirements noted in the zoning code, but it is notable that the current parking lot goes abruptly up to all three adjacent property lines (*Reference #1, Image 1*). This is likely due to parking requirements for events. The need for maximizing parking will likely continue with any joint use concept. However, alternative perimeter landscaping strategies should be considered.



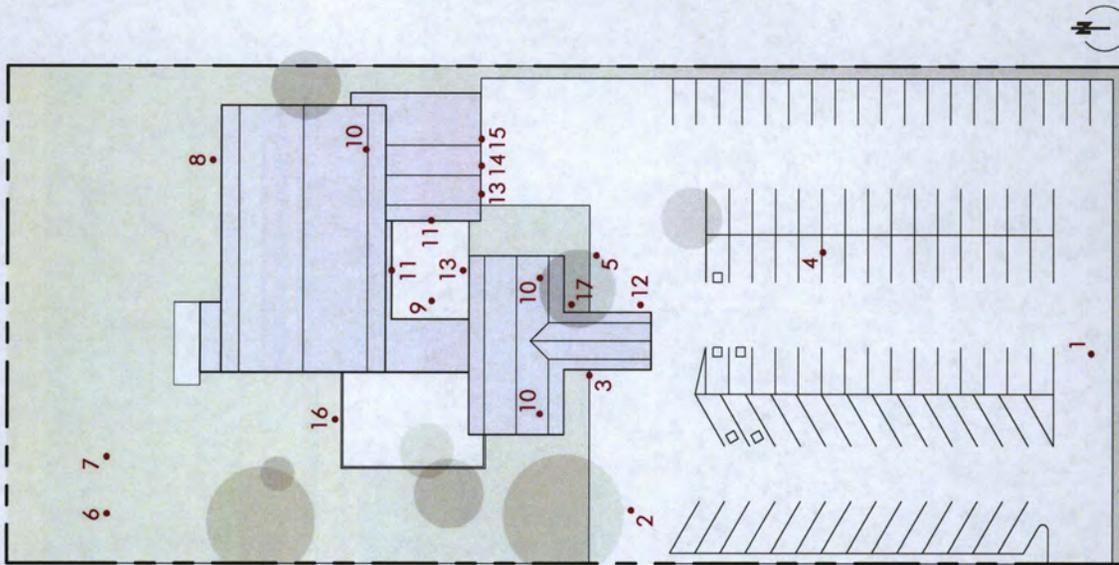
Image 1

### BUILDING CODE ANALYSIS

The original building was constructed under codes in effect in 1960, and there have been few major alterations other than the 1991 porte cochere addition. With the potential addition of square footage for the new Senior Center, and significant renovation of building systems anticipated, it will be generally be necessary for the remodeled building to conform to current codes - including the 2016 California Building Code, (and its codification of the Americans with Disabilities Act), and California Title 24 energy-related regulations.

Most importantly, the expanded building must conform to allowable area and construction type as defined in the California Building Code. To do this, it is necessary to first project the total area of an expanded Senior Center Facility, including all potentially new program elements. Based on a balance between the Community & Senior Center Program and the capacity of the site, this projected total building area will be approximately 17,000 square feet.

The current building Construction Type, per the 2013 California Building Code, is Type V-B. This construction type is a wood frame, with unprotected/exposed structure. It is not fire-sprinklered. The occupancy for the Community & Senior Center will combine "multipurpose assembly," (A-2 occupancy), with "offices, training, and higher education" (B occupancy). The averaged basic allowable building area for these occupancies in this construction type is 6,600 square feet.



However, the Code allows for increases in allowable area if there is adequate permanent open space surrounding the building - ('yards') - and if the building is fire-sprinklered. In order to reach an allowable area of 17,000 square feet, both of these measures must be counted. In short, the building must be fire-sprinklered.

Another significant plan intervention that must be undertaken to fulfill the Building Code's exiting requirements will be to insure that all of the A-2/assembly occupancies have panic bars on their exits, and that all of these exits proceed directly to a rated exitway or to the exterior of the building.

#### **Building Envelope and California Title 24**

Both the original drawings and external observation suggest that this building is not insulated in either the wall planes or the roof planes. While Title 24, (which regulates energy-related design), requires both to be insulated under current code, walls and ceilings in a renovated building are only required to be insulated when there is intervention in that specific component. Thus, the extent to which existing walls and roofs are retroactively insulated will be at the discretion of the City.

All new additions and systems within the building must be fully compliant with Title 24. This includes insulation, low-water usage plumbing fixtures, electrical and lighting, and heating/ventilating/air conditioning systems. Specific requirements are further developed within the Engineering Systems narrative below.

#### **SITE ASSESSMENT**

##### **Building Arrival**

Vehicular arrival and parking is accessed by one of two driveways, one to the far south of the lot, and one adjacent to the building. Vehicles entering via this northerly driveway have the option to proceed to the right into the parking lot or to proceed forward under a porte cochere to drop off or pick

up passengers. The site was originally designed with an exclusive focus on vehicular arrival, as there is no walkway from the sidewalk to the formal building entry. From the sidewalk, pedestrians must share the same vehicular driveway to the porte cochere as cars do (Reference #2, Image 2). This does not meet current California Building Code accessibility, nor exiting codes, which require that occupant path of travel be separated from vehicular.

Further, the raised plinth/porch - which is ascended by a stair from the porte cochere - is not currently accessible by the disabled. (Reference #3, Image 3).

##### **Surface Parking Lot**

While this lot has apparently had previous asphalt patches and surface coatings, there is long-term deep cracking penetrating through the asphalt continuously throughout the lot (Reference #4, Image 4).



Image 2



Image 3



Image 4



Image 5

Where the asphalt meets landscaped areas, there is no hard, defined edge, making the maintenance of both the asphalt and the landscaped areas more difficult. This also presents a less-than-crisp aesthetic (Reference #5, Image 5).

#### **Landscaping and Site Drainage**

With the exception of the mature trees that grace the site, the landscape is generally aged and has not had the best of maintenance (Reference #6, Image 6). The north field area in particular shows an absence of maintenance and watering (Reference #7, Image 7).

The site drains from north to south. Historically, it appears that this has exposed the north wall of the multipurpose room to significant water exposure and damage (particularly evident in the northeast exit door) (Reference #8, Image 8). As noted above, it is also concerning that some areas of the central courtyard appear to flatten out.

#### **BUILDING EXTERIOR ARCHITECTURE**

##### **Building Courtyard**

While the courtyard slopes generally to the south, there also appear to be areas where the drainage flattens out, resulting in standing water in heavy rains. Additionally, one segment of concrete in the courtyard has been replaced by a colored concrete that is mis-matched with the surrounding concrete (Reference #9, Image 9).

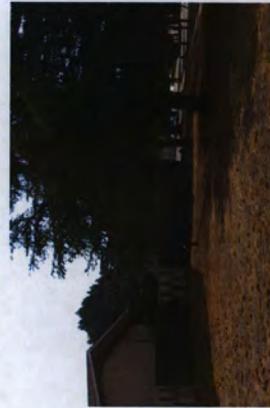


Image 6



Image 7



Image 8



Image 9

##### **Building Roof**

The last re-roofing was in 1996 and there is no extant warranty. Many of the sloped-roof shingles show signs of surface cracking along their length. There are also two major areas on the roof that are inundated with organic debris from overhanging trees - a condition which generally shortens the performance life of the roof (Reference #10, Image 10). The undersides of many of the gravel canopy roof areas show water damage, likely indicating an exhausted roof membrane (Reference #11, Image 11). However, it is also possible that this damage was incurred under a previous roof. In any event, with a 20 year life and major construction anticipated, this roof appears near the end of its performance.

There is minor damage to the porte cochere beam on the easterly edge (Reference #12, Image 12).

Finally, the roof cantilevers (overhangs) at the corners of the buildings are showing visible signs of minor sagging/deflection (Reference #13, Image 13). This is a cosmetic problem, rather than one of structural safety, and a subtle, but evident sign of building aging. (This is not likely to be a remediable problem without complete re-framing of the roof).

##### **Building Cladding**

The building walls are clad in tongue-and-groove vertical wood siding, with recessed joints. This siding has been painted. In most areas of the building



Image 10



Image 11



Image 12



Image 13

there is visible checking and cracking of the wood surface (Reference #14, Image 14); and, in almost all areas of the building, the base of the wood, where it is near the ground, has deteriorated from dry rot (Reference #15, Image 15).

Due to a robust long-term program of termite inspection and treatment, there are no immediately-apparent signs of termite damage to the wood. This is a significant indicator of the building's capacity to be serviceable into a 50-year horizon.

The trellis system on the west side of the building is showing considerable warping, bending, and splitting of the wood members. The gazebo anchoring the west courtyard, while grayed and unpainted, is in otherwise firm condition (Reference #16, Image 16).

### Building Exterior Doors and Windows

The exterior doors in the building are a combination of solid core wood, aluminum sliding glass doors, and aluminum and glass storefront doors. All of the exterior aluminum on both the storefront and sliding doors shows significant surface aging and pitting (Reference #17, Image 17). The wood doors - while still serviceable - also show significant deterioration of their veneer wood (Reference #18, Image 18). The exception to this is the northeast multipurpose exit door: Apparently due to water flow from the field area in heavy rains, this door is wholly deteriorated.

Windows in the building are primarily wood, fixed sash windows. Most of these windows line the two courtyards, and show some dry rot at their base condition (Reference #19, Image 19). Their age and condition (flaked paint and gray exposed wood), also suggest that their weather-tightness is questionable (Reference #20, Image 20). All of the building's windows are single-glazed. If they are retained or re-conditioned, this may be code-acceptable; but, if replaced, they will need to be double-glazed and comply with current Title 24 energy-related regulations.



Image 14



Image 15



Image 16



Image 17

## BUILDING INTERIOR ARCHITECTURE

### General Accessibility Note

In discussing each zone of the building, specific barriers to full accessibility will be noted below. In addition a global note regarding accessibility is that very few of the doors in the building have accessible, lever-activated hardware. And, in the case of the A occupancy multipurpose room and main building entry that connects to it, code-required push-panic-hardware is also not provided. Further, the doors from the Entry to the Sunroom require too much force for a disabled person to open. Specific additional accessibility issues will be noted below, per building zone.

### Environmental Health Considerations

In the era when this structure was built, some common construction materials have since been determined to contain hazardous substances.



Image 18



Image 19



Image 20

Common hazards of older building materials include the following:

1. Lead is found in paint; ceramic tile, plumbing pipes, solder, connectors; roof flashings; and in fasteners; mostly in buildings constructed before the mid-1970s.
2. Asbestos is found in insulation, boilers, pipe covering, plaster, vinyl floor tile, glazing compound, caulking compound, roofing materials, drywall board and taping compound, linoleum, flooring and other adhesives, acoustical materials, fireproofing insulation, and exterior siding materials. Most asbestos found in buildings occurred before the mid-1980s, although some imported materials still contain it today.
3. Polychlorinated biphenyls (PCBs) are found in caulking, electrical transformers, light fixture ballasts, and in other electrical equipment. Although PCBs have not been used in the United States in new electrical equipment for more than 20 years, equipment containing PCBs is still in use.
4. Asbestos and lead are not required to be removed unless it will be disturbed during the renovation or demolition. The Air Quality Management District states there is no known health threat if asbestos-containing materials are in good condition and left undisturbed.
5. Before proceeding with demolition or new construction it is customary to identify potential areas that may be impacted by the project, collect and analyze representative samples of building materials, identify materials that may be problematic (i.e., mercury in fluorescent light bulbs), and assess the effect of these materials on the proposed project scope, schedule, and budget.

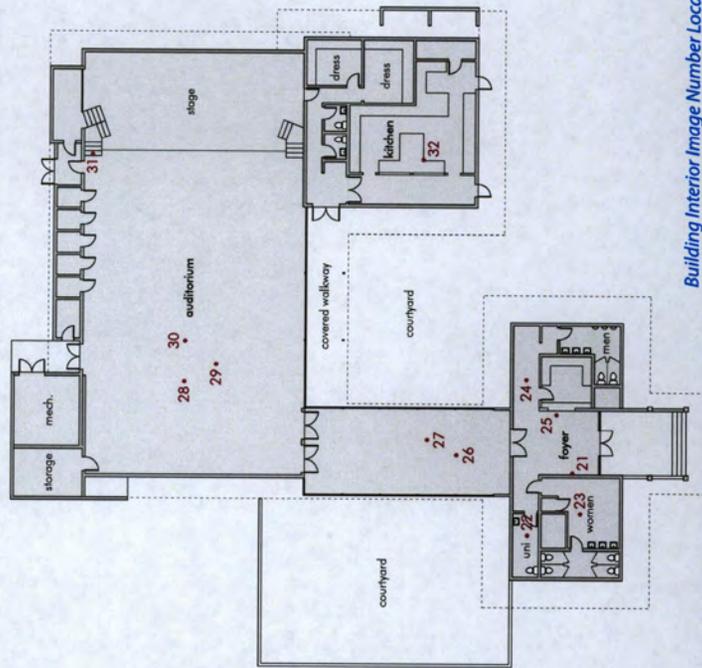
**The Entry Wing (Reference #21, Image 21)**

The 1,340 square foot entry component has apparently been renovated over the years, including a renovation which provided one (vastly over-sized) accessible unisex toilet room (Reference #22, Image 22). The overall planning of this wing, which includes a greeting office, significant corridor, restroom, and dressing room space, appears to be highly inefficient. Additionally most of the finishes in the lobby, restrooms, and dressing rooms are aged and dated (Reference #23, Image 23).

Specific accessibility problems include the non-unisex toilet rooms. The maneuvering clearance required for accessible operation of doors is not provided for upon restroom entry (Reference #24, Image 24). Similarly, toilet stall dimensions and overall restroom maneuverability also frustrate accessibility. The office service / greeting window to the lobby is not

accessible, its approximately 3' height sill being too high for service to wheelchair-bound building users (Reference #25, Image 25).

Because of the combined issues of planning inefficiency, inaccessibility, and exhausted finishes and fixtures that show significant wear, a complete interior gutting and re-planning of this wing would appear to have merit.



Building Interior Image Number Locations



Image 21



Image 22



Image 23

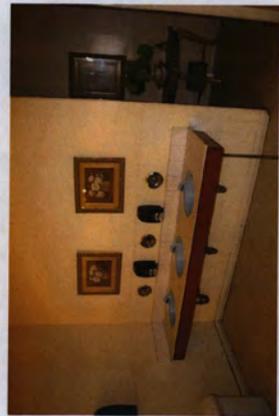


Image 24

**The Sunroom** (Reference #26, Image 26)

The 875 square foot Sunroom is a fully connecting space between the Entry Component and the Multipurpose Room. While this open-plan adjacency may have been perfectly functional in the context of a Woman's Center, the room's continuous openness to the lobby and its exiting relationship to the



Image 25



Image 26

Multipurpose Room may prove to be more problematic for a Community & Senior Center, where discrete, separable program functions tend to be desirable.

The exposed wood beam and tongue and groove wood deck ceiling in the Sunroom space, while low in height, provide a sense of warmth and character. This roof/ceiling assembly is in reasonably good condition (Reference #27, Image 27).

The Sunroom's walls are composed of the wood fixed glass windows noted above. The replacement of these windows may also provide a corresponding opportunity for re-definition of the room's exterior boundaries to achieve both exiting function for the Multipurpose Room and gain additional enclosed program space.

**The Multipurpose Room** (Reference #28, Image 28)

The 4,285 square foot Multipurpose Room focuses on a raised stage of 1,110 square feet. The room's shape follows the shape of the gable-roof above,

with exposed wood rafters and 12" x 12" acoustic tile adhered directly to the underside of the roof deck between them (Reference #29, Image 29). The acoustic tiles are delaminating and falling off.

The Multipurpose Room floor is concrete slab on grade. However, under certain areas of the floor is a concrete ducting system, carrying conditioned air distribution to floor-grilles. The finish floor of the room is vinyl tile (which a Woman's Club staff member indicates was installed in the year 2000). This tile shows visible blistering, especially in the areas that are directly above the under-floor ducting system (Reference #30, Image 30).

The raised maple-floored stage is flanked by two stairs, but is not accessible to the disabled (Reference #31, Image 31).



Image 27



Image 28



Image 29



Image 30

As an A occupancy, all exit doors from the Multipurpose Room are required to have panic hardware (push-bars), which they currently do not. And each exitway is required to have a rated exit to the exterior. This is not currently the case with the exit doors that open into the Sunroom, and similarly, it is not the case where the room exits into the kitchen wing hallway. (This is because the kitchen's roll-down separation door is not fire rated, but is simply a wood security panel). In the case of a building modification, both these conditions will need to be mitigated.

**Kitchen Wing (Reference #32, Image 32)**

The 1,425 square foot Kitchen Wing contains a full kitchen cook and service areas, prep and wash areas, storage areas and restrooms (which are not accessible by the disabled). The kitchen's ceiling tile is delaminating across the entire ceiling. The floor sealer is worn down to bare concrete in many places. The main sink is not accessible to the disabled in terms of height and knee room. There is no fire suppression system under the main cooking hood.



Image 31



Image 32

**ENGINEERING SYSTEMS**

**MECHANICAL SYSTEMS**

Women's Club staff indicate that the current air conditioning system dates from 2005-2007.

**Entry Wing**

This area has no existing cooling. It is served by a wall furnace for heating.

**Sunroom**

This area has no existing cooling. It is served by a wall furnace for heating.

**Multipurpose room**

1. This area is served by a built up air handling unit located in the northwest corner mechanical room outside the multipurpose room. The air handling unit is more than 30 years old. It has a single fan - belt drive and a modified DX refrigerant coil along with a duct mounted gas heater (Image 33).
2. The DX coil is served by two condensing units located above the roof of the mechanical room. One of the condensing units is 7.5 tons and another one is 8 tons capacity (Image 34).



Image 33



Image 34

3. Condensate from coils is disposed into a floor sink located next to the air handling unit.

4. The current configuration of the air handling unit is non-code compliant as it has a heating coil on the duct downstream of cooling coil. However, if heating and cooling is not run simultaneously, it is acceptable to continue to use this configuration.

5. Existing air distribution is under-floor type with supply and return ducts running below the floor and serving through various grilles located on the floor. Insulation was not verified as it is not visible.

6. The outside air damper may be adequate for minimum fresh air intake based on Title 24 (Image 35). However, there is no economizer control at the unit. It is a constant volume unit.

7. The through-the-wall gas heater which serves the Multipurpose Room is very low in energy efficiency (Image 36).



Image 35



Image 36

#### Kitchen

1. The existing grease hood is served by an exhaust fan above the room (Image 37). The existing grease exhaust duct was not verified as it is not visible.

2. The existing grease hood does not have any fire suppression, which is required by the current 2013 California Mechanical Code.

3. The existing dishwasher has a dedicated exhaust (Image 37).

4. There is an existing make up air fan for the kitchen but the air is not conditioned.



Image 37

## PLUMBING SYSTEMS

### Entry Component

This area has a small water heater located in a closet with non-insulated hot water pipes serving various fixtures. Existing water heater is small at 30-gallon capacity. As noted in the Accessibility section above, there is only one unisex restroom that provides accessible fixtures. While in good condition, all of the existing fixtures do not comply with current Title 24 water use requirements.

### Kitchen and Adjacent Restrooms

1. Kitchen has a 200,000 btu/hr input, 100 gallon domestic water heater serving all kitchen fixtures and restrooms.
2. There is no ventilation provided for combustion air per current California Plumbing Code requirements.
3. All existing fixtures and sink are in good condition (Images 38,39).
4. Waste and vent piping are not visibly verified.
5. Building has a gas meter located on the east side.
6. An ice machine is located near the kitchen and has a dedicated floor sink.



Image 38



Image 39

7. The age or condition of the existing dishwasher is not verifiable (Image 40).



Image 40

8. The existing grease hood is served by an exhaust fan above the room (Image 41). The existing grease exhaust duct was not verified as it is not visible.



Image 41

## ELECTRICAL SYSTEMS

Southern California Edison (SCE) currently serves the entire facility from their electrical room located north of the Multipurpose Room. There are two overhead feeds to the building (Image 42). The (2) Over Head feeds serve two 'Zinsco' Switchboards (Image 43). These consist of the following:



Image 42



Image 43

1. 120/240V, 3Phase, 3Wire - Feeding a 400A rated section. The section has its own meter. Per the as-built, 'Switchboard -1' is rated at 120/240, 3Phase, and is limited to 225A.
2. 120/240V, 1Phase, 3Wire - Feeding a 400A rated section. The section has its own meter. Per the as-built, 'Switchboard -2' is rated at 120/240, 1Phase, and is rated and sized at 400A.

Branch circuit panels are served from the 120/240V-1Phase Section. The 120/240V-3Phase panel serves all other equipment loads, such as the mechanical units, kitchen equipment and motors.

Existing lighting is a mixture of compact fluorescent, fluorescent, and incandescent. There is no evidence of emergency egress fixtures. Outdoor lighting consists of two dual head, 'Cobra Head' site lighting fixtures, compact fluorescent wall sconces, surface mount square fixtures, compact fluorescent downlights and tungsten halogen floodlights.

## STRUCTURAL SYSTEMS

### Summary

KPFF provided a general structural assessment of the existing Covina Woman's Club facility. The structural assessment was performed to determine what structural upgrades may be required to convert the building into a Senior Center. Prior to converting or renovating the existing building into a Senior Center, several structural issues should be considered, as described herein. Typically buildings of this age and type lack the general structural integrity and detailing to meet the requirements of the current Building Code, however portions of the existing building that are not affected by the renovation are not necessarily required to be upgraded to be in conformance with the requirements of the current Code. The overall required amount of engineering analysis/justification and strengthening retrofit will depend upon the planned alterations to the building, as well as the existing condition of the structure once it is fully exposed, and will need to be further developed and discussed with the City to determine the best project-specific approach. For a summary of findings, see the RECOMMENDATIONS section of this report.

### Basis of Assessment

This report represents a general structural overview of the building's current condition, and potential seismic considerations in regard to its future use. The report provided herein is based on the structural observations from the site visit performed by KPFF Consulting Engineers on October 11, 2016. Assumptions regarding the future use of the building are based on the conceptual architectural plan provided by Gonzalez Goodale Architects. Additionally, existing floor plans and details for the original construction of the building dated 1960, as well as for a later Porte Cochere addition dated 1991, were reviewed. A site geotechnical report was not available for review by KPFF at the time of this report.

At the time of the site visit, much of the structure was covered, as existing wall finishes and ceilings are still in place, therefore much of the wall framing and roof framing could not be observed. Portions of the existing structure that were exposed were the masonry walls near the existing Stage, the canopy immediately to the south of the existing Multipurpose Room, the glulam beams in the Multipurpose Room, a portion of the roof structure at the Storage Room off of the Auditorium, and the wood framing at the roof of the Covered Passage. The general overview, findings, and/or recommendations presented herein are based solely on field observations of the exposed structural elements during the site visit, and KPFF's engineering experience with similar building types and conditions. Engineering calculations and/or quantitative analyses of building structural elements were not performed for this assessment.

#### *Existing Building Structural Description (Image 44)*

The existing building is a one-story structure, consisting mostly of Type V wood construction, however some masonry and steel framing can be observed. The total square footage of the existing building is approximately 9,600 sq. ft. and the building is currently being used as a Women's Club, including an Multipurpose Room, Kitchen, Covered Passage, Foyer, Powder Rooms, Restrooms, and Storage Rooms that appear to have been constructed in 1960. An attached Porte Cochere is also present at the front of the building, which appears to have been constructed in 1991. The building is situated on a relatively flat lot, and no seismic separation joints were observed.

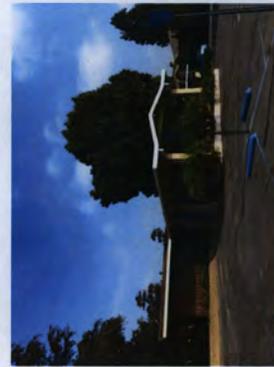


Image 44

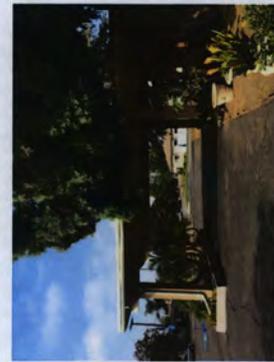


Image 45

The roof structure of the building appears to be primarily wood-framed. The roof of the Porte Cochere is gabled at the center and flat at the edges, and consists of 2" tongue and groove decking, supported by 4x8 wood joists at 5'-0" o.c. and steel W10x15 beams on the east and west edges (Image 45). The roof of the Foyer portion of the building is gabled (Image 46) and consists of 3/8" plywood sheathing over 2x8 rafters, with 2x8 ceiling joists below, however this framing was not visible at the time of visit and therefore could not be visually verified. 2-2x8's serve as the ridge beam for this area per the as-built drawings dated 1960. The roof framing at the Kitchen is similar to this, per the 1960 as-built drawings, however this area also was not visibly exposed at the time of visit. At the Covered Passage, 2x6 tongue and groove decking is supported by 4x12 beams at approximately 8'-4" o.c. (Image 47). The roof of the Multipurpose Room consists of 3/8" plywood sheathing over 2x8 rafters at 16" o.c. supported by approximately 31-inch deep, tapered, gabled, continuous glulam beams at 15'-0" o.c. (Image 48). Steel rods are present below the glulam girders, spanning

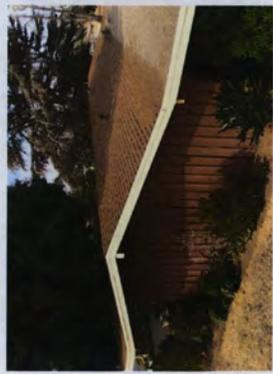


Image 46



Image 47



Image 48



Image 49

below the arching portion of the glulam, and attached to each end of the glulam with hold downs (*Image 49*). It is not clear when these rods were installed, as they are not shown on the 1960 or 1991 as-built drawings.

The roof framing is typically supported by rectangular steel tube columns or wood bearing walls. The wood bearing walls consist of 2x vertical studs spaced at 16" o.c., and most are covered with gypsum board as noted on the 1960 as-built drawings. At some locations, specifically around the Stage at the Multipurpose Room and in the Foyer portion of the building, the roof framing is supported by 8-inch thick reinforced masonry walls per the 1960 as-built drawings (*Image 50*).

The floor structure consisted of 4" thick concrete slab on grade per the 1960 as-built drawings. The slab was covered in most areas with flooring however the polished concrete surface was exposed in the Kitchen. Per the 1960 as-built drawings, concrete trenches are present below the slab on grade in the Kitchen and Multipurpose Room. These rooms also have several expansion joints in the slab on grade, and at these locations cracking was noted in the exposed flooring. The Stage platform and the stairs leading up to it from the Multipurpose Room floor appeared to consist of wood framing. The platform elevation was approximately 3'-6" higher than the Multipurpose Room floor.



*Image 51*

The existing foundations were not exposed at the time of the visit; however per the 1960 as-built drawings they appear to be conventional shallow, continuous concrete footings with a minimum of one (1) bar of longitudinal reinforcement along their length, and no transverse reinforcement is shown.

### **POSSIBLE ARCHITECTURAL ADDITION**

Based on a preliminary architectural floor plans proposed by Gonzalez Goodale Architects, (*Image 52*), an approximately 4,200 sq. ft. addition is proposed on the north end of the existing site, immediately adjacent to the Multipurpose Room Storage Areas. This addition includes two new Multipurpose Rooms, a Warming Kitchen, and Large Storage Room. It is recommended to separate this new addition from the existing structure with a structural seismic separation joint, to avoid imposing additional forces on the building elements of the existing building. The addition would be designed as an independent structure, and it is recommended that care be taken to avoid undermining existing building foundations while excavating for the new construction.

Per the same drawing referenced above, a new Billiards Room is proposed within the existing Covered Passage. The Billiards Room would be located on the east half of the Covered Passage, and would extend the roof line approximately six feet to the east. If the new Billiards roof is not laterally supported on four sides, the new roof will need to be tied in to the existing roof. To accomplish this, light gauge straps or hold downs may be used. The existing roof will need to be verified and possibly retrofitted to distribute the lateral forces to the nearest adjacent shear walls. Alternatively, if the new roof is supported laterally on four sides, it will not impose lateral loads onto the existing roof and forces will not be transferred to existing shear walls.

In the Foyer portion of the building, the area that currently serves as a Men's Toilet room would be renovated into a Conference Room. The demising walls do not appear to be shear walls or bearing walls per the 1960 as-built drawings, therefore it is assumed that a seismic analysis will not be required. New walls may be non-bearing partitions.

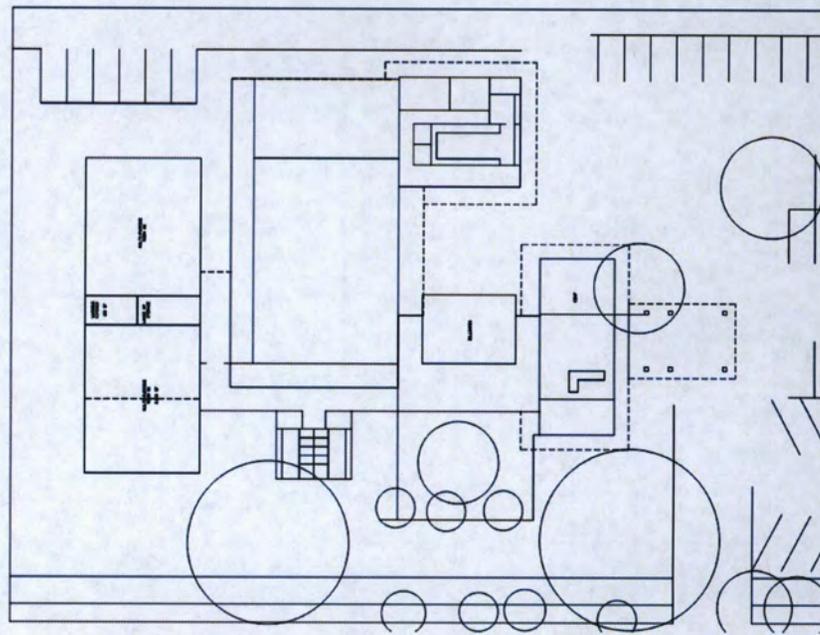


Image 52

### EXISTING BUILDING ASSESSMENT

The exposed structural elements of the building were observed for any signs of damage from past seismic activities in the Los Angeles area, and for other signs of structural deterioration and/or distress. Generally speaking, the building appears to be in good structural condition. The existing slab on grade exhibited minor surface cracks throughout, the largest of these occurring in the Kitchen (Image 53). Cracks in the flooring were also observed where the slab on grade expansion joint occurs in the Auditorium. The small cracks are likely due to concrete shrinkage due to temperature fluctuation, and the larger cracks may be due to ground movements. These types of cracks are common in buildings of this age.

The interior and exterior wall finishes were observed, and did not exhibit obvious signs of distress; however some locations did appear to have water damage. The finishes mainly consisted of wood siding and stucco. The existing masonry walls were also observed, and appeared to be in good condition.

At the low canopy immediately adjacent to the Multipurpose Room, the beam line at the edge of the canopy appeared to be out of plumb. These beams exhibited splitting along their length at some locations, and water damage was apparent. The underside of the 2x6 tongue and groove decking also exhibited signs of damage at this location.



Image 53



Image 54



Image 55

## POTENTIAL STRUCTURAL DEFICIENCIES

In general, the life-safety performance of one-story Type V buildings such as this has been historically sound. In past seismic events, the majority of the damage to existing buildings of this type was exhibited in nonstructural elements such as building finishes, ceilings, etc. The most common structural deficiencies that have been seen in buildings of this type are inadequate strength and stiffness of existing shear walls, inadequate shear anchorage to the foundation, and lack of complete load path for the lateral force resisting system. Typically buildings of this age and type lack the general structural integrity to meet today's higher seismic standards.

Per review of the 1960 as-built drawings, the amount of rebar in the existing masonry walls and concrete footings would not be in conformance with the minimum reinforcement requirements of the current Building Code, as the minimum area and spacing requirements are not satisfied. This does not necessarily indicate that these footings and walls do not meet the strength requirements necessary to resist vertical and lateral loads, however further structural analyses would be required to verify that the current reinforcement and footing sizes provided are capable of resisting the forces prescribed by the current Building Code. Depending upon the extent of renovations planned for the building, in-depth analyses and existing structure verification may not be expressly mandated by the Code, unless the City chooses to perform voluntary seismic upgrades.]

Based on studying the overall building plan, it also appears that the building can be classified as having a Type 2 Horizontal Structural Irregularity per ASCE 7-10 Minimum Design Loads for Buildings and Other Structures, as the building has several re-entrant corners. When this type of structural irregularity is present in a building, the current Code provisions require the building to be analyzed and designed for 25% higher force demands if a global seismic analysis is performed on the building.

## BUILDING CODE STRUCTURAL REQUIREMENTS

For purposes of future planning, changes to the use or occupancy of the building, as well as structural renovations (additions or alterations) to the existing building, are subject to the requirements set forth by the governing building code and the building official. In this case, the building appears to be under the jurisdiction of the City of Covina building and Safety Department, and the 2013 California Building Code (CBC). Some of the relevant requirements set forth by the 2013 CBC for alterations to an existing structure can be summarized as follows:

### *2016 CBC Requirements for Change of Occupancy and Risk Categories*

For structural purposes, when the change in occupancy or use of the building results in a structure being reclassified to a higher Risk Category, the structure is required to conform to the seismic requirements for a new structure of the higher Risk Category. It appears that the Risk Category will not be affected if the use of this building changes from a Women's Club to a Senior/Community Center. Therefore, it does not appear that the Code mandates a seismic upgrade due to its change of occupancy. Refer to Section 3408.1 of the 2014 CBC for more information:

- a) 2013 CBC Section 3408 – Change of Occupancy  
Section 3408.1 – Conformance: "...Subject to the approval of the building official, the use or occupancy of existing buildings shall be permitted to be changed and the building is allowed to be occupied for purposes in other groups without conforming to all the requirements of this code for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use."

Section 3408.4 – Seismic: "When a change of occupancy results in a structure being reclassified to a higher risk category, the structure shall conform to the seismic requirements for a new structure of the higher risk category."

b) 2016 CBC Table 1604.5 – Risk Category Classifications  
(See Table below):

**TABLE 1604.5  
RISK CATEGORY OF BUILDINGS AND OTHER STRUCTURES**

RISK CATEGORY	NATURE OF OCCUPANCY
I	Buildings and other structures that represent a low hazard to human life in the event of failure, including but not limited to: <ul style="list-style-type: none"> <li>• Agricultural facilities.</li> <li>• Certain temporary facilities.</li> <li>• Minor storage facilities.</li> </ul>
II	Buildings and other structures except those listed in Risk Categories I, III and IV Buildings and other structures that represent a substantial hazard to human life in the event of failure, including but not limited to: <ul style="list-style-type: none"> <li>• Buildings and other structures whose primary occupancy is public assembly, with an occupant load greater than 300</li> <li>• Buildings and other structures containing elementary school, secondary school or day care facilities with an occupant load greater than 250.</li> <li>• Buildings and other structures containing adult education facilities, such as colleges and universities, with an occupant load greater than 500</li> <li>• Group I-2 occupancies with an occupant load of 50 or more resident care recipients but not having surgery or emergency treatment facilities.</li> <li>• Group I-3 occupancies.</li> <li>• Any other occupancy with an occupant load greater than 5,000<sup>a</sup>.</li> <li>• Power-generating stations, water treatment facilities for potable water, waste water treatment facilities and other public utility facilities not included in Risk Category IV.</li> <li>• Buildings and other structures not included in Risk Category IV containing quantities of toxic or explosive materials that Exceed maximum allowable quantities per control area as given in Table 307.1(1) or 307.1(2) or per outdoor control area in accordance with the California Fire Code; and</li> <li>• Are sufficient to pose a threat to the public if released<sup>b</sup>.</li> </ul>
III	Buildings and other structures designated as essential facilities, including but not limited to: <ul style="list-style-type: none"> <li>• Group I-2 occupancies having surgery or emergency treatment facilities.</li> <li>• Fire, rescue, ambulance and police stations and emergency vehicle garages.</li> <li>• Designated earthquake, hurricane or other emergency shelters.</li> <li>• Designated emergency preparedness, communications and operations centers and other facilities required for emergency response.</li> <li>• Power-generating stations and other public utility facilities required as emergency backup facilities for Risk Category IV structures.</li> <li>• Buildings and other structures containing quantities of highly toxic materials that:               <ul style="list-style-type: none"> <li>• Exceed maximum allowable quantities per control area as given in Table 307.1(2) or per outdoor control area in accordance with the California Fire Code; and</li> <li>• Are sufficient to pose a threat to the public if released<sup>b</sup>.</li> </ul> </li> <li>• Aviation control towers, air traffic control centers and emergency aircraft hangars.</li> <li>• Buildings and other structures having critical national defense functions.</li> <li>• Water storage facilities and pump structures required to maintain water pressure for fire suppression.</li> </ul>
IV	Buildings and other structures that represent a high hazard to human life in the event of failure, including but not limited to: <ul style="list-style-type: none"> <li>• Buildings and other structures containing quantities of highly toxic materials that:               <ul style="list-style-type: none"> <li>• Exceed maximum allowable quantities per control area as given in Table 307.1(2) or per outdoor control area in accordance with the California Fire Code; and</li> <li>• Are sufficient to pose a threat to the public if released<sup>b</sup>.</li> </ul> </li> <li>• Aviation control towers, air traffic control centers and emergency aircraft hangars.</li> <li>• Buildings and other structures having critical national defense functions.</li> <li>• Water storage facilities and pump structures required to maintain water pressure for fire suppression.</li> </ul>

a. For purposes of occupant load calculation, occupancies required by Table 1004.1.2 to use gross floor area calculations shall be permitted to use net floor areas to determine the total occupant load.

b. Where approved by the building official, the classification of buildings and other structures as Risk Category III or IV based on their quantities of toxic, highly toxic or explosive materials is permitted to be reduced to Risk Category II, provided it can be demonstrated by a hazard assessment in accordance with Section 1.5.3 of ASCE 7 that a release of the toxic, highly toxic or explosive materials is not sufficient to pose a threat to the public.

2016 CBC Requirements for Structural Additions and Alterations

Proposed additions or alterations to a structure may trigger a seismic evaluation/retrofit if the additions or alteration exceed certain limits as stipulated in the Code.

Per 2016 CBC Sections 3403.4 and 3404.4, in regard to the seismic system, additions and alterations to the existing structure are permitted without requiring the entire structure to comply with current Code provisions (only new/added elements must comply) if the following conditions are met:

“1) The additions/alterations do not increase the demand-capacity ratio in any existing lateral load-carrying element by more than 10 percent considering the cumulative effect of additions and alterations since original construction; and 2) The alterations do not result in a structural irregularity as defined by ASCE 7.”

Per 2016 CBC Sections 3403.3 and 3404.3, for the gravity system, additions or alterations to the existing structure that increase the gravity load on any gravity load-carrying element by more than 5 percent require further structural analysis and possible strengthening of the affected element to conformance with current Code requirements. Additions or alterations to the existing structure that decrease the capacity of an existing gravity load-carrying element also require further analysis and possible strengthening in conformance with current Code.

### 2016 CBC Requirements for Voluntary Seismic Improvements

The extent of the voluntary upgrades is typically at the discretion of the City. If the City elects to do voluntary seismic improvements, thoughtful consideration is required to determine the seismic performance objective and how to meet said objective.

If the final proposed additions and alterations to the existing building do not trigger a seismic analysis or retrofit of the existing structure per Section G.2 above, the City may elect to implement voluntary seismic improvements to improve the performance of the existing structure. The voluntary seismic improvements shall be designed and detailed in conformance with the requirements of the current Code. Refer to Section 3404.5 of the 2016 CBC:

Voluntary Seismic Improvements:

*"Alterations... or additions... that are initiated for the purpose of improving the performance of the seismic force-resisting system of an existing structure... shall be permitted, provided that an engineering analysis is submitted demonstrating the following:*

- 1. The altered structure and the altered nonstructural elements are no less conforming with the provisions of this code with respect to earthquake design than they were prior to the alteration.*
- 2. New structural elements are detailed as required for new construction.*
- 3. New or relocated nonstructural elements are detailed and connected to existing or new structural elements as required for new construction.*
- 4. The alterations do not create a structural irregularity as defined in ASCE 7 or make an existing structural irregularity more severe."*

### 2016 CBC Requirements for Historic Buildings

If the existing building is designated as having historical significance, the building official may grant leniency in regard to the strict adherence to the 2013 CBC per the following section of the Code:

2016 CBC Section 3409 – Historic Building Section 3409.1 – Historic buildings:  
*"The provisions of this code relating to the construction, repair, alteration, addition, restoration and movement of structures, and change of occupancy shall not be mandatory for historic buildings where such buildings are judged by the building official to not constitute a distinct life safety hazard."*

# Recommendations

## ZONING CODE RECOMMENDATIONS

1. Engage the City of Covina Planning Department in a discussion of process towards either amending or establishing a Conditional Use Permit for the expanded Senior Center.

## BUILDING CODE RECOMMENDATIONS

1. Incorporate a fire sprinkler system into the building, both to increase fire/life-safety, and to allow a increase in building area to that required for a full Senior Center Program.
2. For life safety and code compliance, provide exiting from the Multipurpose Rooms, (and from new Multipurpose Rooms), either direct to daylight or to rated exit-ways. Provide panic hardware on all exits from assembly spaces.
3. Provide a fire suppression system over the main stove in the kitchen.

## ENERGY PERFORMANCE AND TITLE 24 COMPLIANCE RECOMMENDATIONS

1. In the course of evaluating and replacing ceiling systems that are not aesthetically exposed wood decking, consider introducing new roof insulation over the new ceiling systems.
2. Design all new enclosure systems to comply with Title 24 requirements, including requisite wall/roof insulation and insulated glass for new openings.
3. Provide low-water use plumbing fixtures in compliance with Title 24.
4. Provide electrical control systems and new lighting in compliance with Title 24.

## SITE RECOMMENDATIONS

1. Provide direct accessible walkway from the public sidewalk to the main entry of the building.
2. Provide a vehicle-separated, accessible pedestrian entry/exit path to and from the main building entry to and from the public sidewalk.
3. Provide weather-covered accessibility by the disabled from the vehicular drop-off area up to the entry plinth / porch and main building entry.
4. Due to the extensive deep cracking, it is recommended that the parking lot asphalt be removed and replaced.
5. Increase accessible spaces beyond that required by code, (appropriate to a Senior Center), and develop compliant path of travel from spaces to building entry.
6. Develop positive site drainage throughout the site, and comply with California storm water regulations and mitigating the flow of storm water drainage into the streets and city storm sewer systems.
7. Replace color-mis-matched concrete section in the main courtyard. Sawcut and reseal along cracked joints in the courtyard concrete.

## EXTERIOR ARCHITECTURE RECOMMENDATIONS

1. Re-roof existing facility and repair, repair water damage to plaster soffits. Sand and refinish water damage to wood soffits.
2. Repair and repaint minor damage to porte cochere fascia.
3. Replace and refinish wood siding with either similar wood siding or new building cladding.
4. Replace worn trellis members and refinish.
5. Due to pitted and worn condition of most of the window systems, replace exterior glazed openings with insulated glass systems, compliant with Title 24.
6. Replace exterior doors due to finish wear.

## INTERIOR ARCHITECTURE RECOMMENDATIONS

1. Replace all hardware with lever-operated hardware.
2. Provide push/panic hardware where required related to assembly occupancy exiting.
3. Due to inefficiency and inaccessibility of much of the Entry Wing, consider a complete re-planning/re-design of this interior space to better suit the Senior Center program.
4. In ceiling areas with adhered 12" x 12" tile, including the Multipurpose Room and Kitchen, replace with new ceiling systems appropriate to acoustics and health/safety, respectively.
5. Re-design access to the stage to make it accessible to the disabled.
6. Provide a fire suppression system for the kitchen hood.
7. Re-finish kitchen floor.

## MECHANICAL SYSTEM RECOMMENDATIONS

Recommendations for existing spaces:

1. The existing Multipurpose Room air handling unit and condensing units have passed their useful life. Replace with a new air handling unit and condensing unit. The new unit should be a high efficiency Variable Air Volume DX air handler.
2. Abandon or remove all ductwork below floor and replace it with new overhead ducting for better cooling performance and fan power savings.
3. The Entry Component should be provided with roof mounted package unit or a split system to provide cooling into occupied spaces.
4. Enclosed Sunroom should be provided with split system or package unit for air conditioning.
5. New units shall have 100% economizer mode with demand-controlled ventilation. Larger openings to the outside will be required to take in outside air.
6. New ductwork shall have variable air volume units to serve north south exterior zones.
7. Kitchen exhaust fan shall be replaced with combo make up air exhaust fan system.
8. Kitchen grease hood shall be replaced with code compliant Type 1 hood with fire suppression system.
9. Existing grease duct shall be verified for code compliance and shall be replaced if required to upgrade to latest code.
10. New makeup air unit should be provided with pre-treatment DX coil for outside air to maintain habitable temperature in kitchen.
11. Verify all toilet room exhaust fans for code compliance.

Recommendations for new spaces:

1. The new Multipurpose spaces shall be served by two separate package units, one for each room.
2. Package unit should be high efficiency (16 SEER) with VFD on supply fan and variable scroll compressor to turn down during unoccupied or part load.
3. Package unit should have 100% modulating economizer with power exhaust and shall be controlled using demand-controlled ventilation.
- 4.

#### **PLUMBING SYSTEM RECOMMENDATIONS**

Recommendation for existing building:

1. Existing hot water lines should be insulated.
2. Existing kitchen should be provided with additional floor drain.
3. Existing grease interceptor should be verified for capacity based on new requirements.
4. Proper ventilation should be provided for each water heater.
5. Existing plumbing fixtures, lavatories, and toilet flush valves should be upgraded to latest code for water savings measure.

Recommendations for new spaces:

1. New waste line and new water line will be required for new building.
2. The new addition could be provided with a new water and gas meter or the existing can feed the new building.

3. New building plumbing design shall be done based on new code requirements.

4. Gas should be provided to new warming kitchen and new package units

#### **ELECTRICAL SYSTEM RECOMMENDATIONS**

##### **Switchboard**

1. Zinsco electrical equipment is considered obsolete. Aftermarket replacements for Zinsco breakers are available, however, it may be more cost effective simply to replace the entire panel with a more modern and safer design from another manufacturer such as Eaton, GE, Siemens or Square D.

##### **Lighting**

1. Convert all lighting in building to LED and provide networked lighting controls throughout.

##### **Current Title 24 Code Compliance**

1. Disaggregation of electrical loads is required. (Buildings must be wired to separate electrical loads by types). For example, separate feeders and panels need to be available for lighting, outlets, equipment loads, and HVAC loads respectively.
1. Mandatory lighting controls are also required. The detailed requirements for these controls are as follows:
  - Area Controls: Manual controls that control lighting in each area separately.
  - Multi-level Controls: Dimmability, allowing occupants to choose the appropriate light levels for each area.

## STRUCTURAL RECOMMENDATIONS

Based on field observations of exposed structural elements, engineering judgment, and experience with similar building types, the following statements describe findings and recommendations related to the building's present condition:

1. Typically buildings of this age and type exhibit general structural deficiencies and lack the general structural integrity to meet today's higher seismic standards. Based on general assessment of the building, several potential deficiencies were identified. In order to improve the seismic performance of the building, a seismic retrofit of the building will likely be required, however depending upon the extent of alterations this may be determined at the discretion of the City.
2. Based on understanding of the intended use of the building, it does not appear that the current Building Code mandates a seismic upgrade due to the change of use of the building from a Women's Hall to a Senior Center, as the Risk Category will remain the same. Therefore, the building may not require a global seismic evaluation and upgrade unless the proposed additions or alterations affect the lateral force resisting system of the building. Please also note that requirements and considerations for a change of use or occupancy of a building are ultimately subject to the review and approval of the local building official.
3. The City may consider implementing voluntary seismic improvements to improve the seismic performance, considering the age of the building. Based on this building type, the highest priority voluntary improvements may include, but are not limited to:

- a. Plywood sheathing on wood-framed shear walls.
- b. Roof diaphragm sheathing and nailing.
- c. Sill bolting at all bearing walls and shear walls to existing concrete slab/foundations. Sill bolting appears to be installed in this building per the 1960 as-built drawings, therefore this may only consist of verifying that the existing condition is sufficient and may not require that new sill bolts be installed;
- d. Hold downs at ends of wood-framed shear walls.
- e. Strapping/ties from exterior walls to roof diaphragm.
- f. Diaphragm collectors and their connections to shear walls.
- g. Concrete foundations.

Note that the extent of the voluntary upgrades will be at the discretion of the City. Further discussion is required to determine the seismic performance objective, and thoughtful consideration between the City and Engineer will be required to determine what the desired improvements may be.

4. If a Code-mandated or voluntary structural retrofit is implemented, the following steps may be required:
  - a. Engineering analysis of the structure to determine the appropriate type of retrofit.
  - b. Investigative selective demolition throughout the building may be required to verify items that are not shown on the as-built drawings.
  - c. A testing program and engagement of a testing laboratory may

be needed for materials testing, in order to obtain concrete compressive strength, steel strength, bolt grades, etc.

d. Retrofit design and detailing will be required, as determined by aforementioned engineering analysis of the building.

5. We recommend further investigation of the existing structure to determine the presence and/or extent of water-damaged elements, as water damaged building finishes were observed at several locations throughout the building. This investigation may involve demolition of the existing ceilings and gypsum board to view the structure.

6. We recommend replacement in kind or further investigation/analysis of the wood beam supporting the low canopy immediately adjacent to the Auditorium, as it exhibited signs of structural damage. We also recommend that the connection from this beam to the steel post be replaced, as distortion and rust were observed.

7. The architectural concept for the new proposed additions will likely require modifications to the existing roof of the Covered Passage where the new Billiards room is to be located. If the new roof is not laterally supported on four sides, the new roof will need to be tied in to the existing roof. To accomplish this, light gauge straps or hold downs may be used. The existing roof will need to be verified and possibly retrofitted to distribute the lateral forces to the nearest adjacent shear walls. Alternatively, if the new roof is supported laterally on four sides, it will not impose significant lateral loads onto the existing roof and significant forces will not be transferred to existing shear walls.

8. The architectural concept for the new proposed additions indicates two new Multipurpose Rooms, as well as a Warming Kitchen and Large Storage Room to be added at the north end of the existing site. The total square footage for these rooms is approximately 4,200 sq. ft. We recommend separating this portion of the structure from the existing with a structural seismic separation joint, to avoid imposing additional forces on the existing building elements. The addition should be designed as an independent structure, and care should be taken to avoid undermining existing building foundations when excavating for the new construction.

9. Prior to progressing into the Construction Documents phase of a proposed renovation, it is recommended that a meeting with the Building Department be scheduled to review the overall project and engineering approach and reach an agreement regarding the extent of required analysis, upgrades and/or retrofit. The specific enforcement of certain Code requirements and stipulations will need to be discussed and confirmed with the building official once the building program is better defined.

# Preliminary Cost Estimate

This section considers construction costs anticipated to renovate and add to the Woman's Center in order to achieve a well-functioning and aesthetically-integrated Senior Center.

At this early stage of analysis and planning, these numbers must be considered as a **rough order of magnitude** estimate, which will require refinement and confirmation through the design process.

This estimate is projected for building renovation and construction costs only. It does not include anticipated and necessary 'soft costs' that will be borne by the City, (e.g. fees, testing, City project management costs, furniture, fixtures, and equipment).

In order to approach this estimate, anticipated per-square-foot costs are established in three categories:

- Site
- Renovation of the existing Woman's Club Building
- New construction

In order to arrive at per-square-foot numbers for each of these components, a combination of current industry costs for similar types of construction, current industry costs for major components to be deployed in a renovation, and current industry costs for sitework are considered. The figures are based on prevailing wage, and include approximately 25% additional for both contingency and escalation.

The following considerations were included in developing these per-square-foot cost averages:

**Site work** costs will include re-asphalting the parking, new landscaping and irrigation. An average of \$7/square foot is anticipated to cover overall site re-surfacing and landscaping, new parking/site lighting, minor re-grading for storm water, and provision for accessibility from sidewalk to entry porch.

**Renovation work** costs are assumed to include new exterior windows, doors, and cladding, new wall insulation, new roof, new modifications to support accessibility, new door hardware throughout, significant new floor finishes, new ceilings, new lighting and electrical control systems, new mechanical and fume hood systems, new fire sprinkler system, selective reconstruction of walls in the Entry Wing, and voluntary seismic upgrades\*. An average cost of \$225/square foot in renovation costs is anticipated.

**New construction** costs, will be relatively high - because new restrooms will be a significant part of the construction, because new multi-purpose spaces are assumed to have acoustic partitions, and because a significant glass is assumed in the program spaces adjacent to landscape and courtyards. Thus, a per-square-foot cost of \$300/square foot for new construction is assumed.

Associating these costs with their respective square footages, the following construction cost estimate is obtained:

<b>SITE COSTS</b>	<b>\$7/SF X 83,000 SF =</b>	<b>\$ 581,000</b>
<b>RENOVATION COSTS</b>	<b>\$225 SF X 9,000 SF =</b>	<b>\$ 2,025,000</b>
<b>NEW CONSTRUCTION COSTS</b>	<b>\$300 SF X 7,000 SF =</b>	<b>\$ 2,100,000</b>
<b>TOTAL ROUGH ORDER OF MAGNITUDE</b>		<b>\$ 4,706,000</b>

\*Because there is no change in building use category, the Building Code does *not mandate* these upgrades. Only if voluntary upgrades are pursued - at the discretion of the City - then certain measures analyzing existing conditions are required by code. The first measure is to analyze the existing

existing drawings to determine if stresses on structural members are acceptable per current code. The second measure, where drawings are not revealing, is to initiate selective / investigative demolition to discover and analyze actual built conditions. Some of this investigation may involve a testing laboratory. Though retrofit design cannot be predicted without actually undertaking this process, there are common seismic renovation upgrades that are the outcome of this process for this type of building.

Common upgrades include the following - which have also been included in our assumed construction cost:

- Add plywood sheathing on wood-framed shear walls.
- Re-roof with new plywood sheathing and nailing.
- Supplement the sill bolting of stud walls to concrete slab.
- Install hold downs at ends of wood-framed shear walls.
- Provide straps/ties between exterior walls and roof diaphragm.

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# CITY OF COVINA

## AGENDA REPORT

ITEM NO. NB 1

- 
- MEETING DATE:** December 20, 2016
- TITLE:** Resolutions relating to the annexation of territory to Community Facilities District No. 2007-1 (800 N. Banna Avenue, Covina)
- PRESENTED BY:** Brian K. Lee, Director of Community Development
- RECOMMENDATION:**
- a). Adopt City **Resolution No. 16-7574**, declaring intention to authorize the annexation of territory to Community Facilities District No. 2007-1 (Public Services); and
  - b). Adopt City **Resolution No. 16-7575**, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).
- 

### **BACKGROUND:**

On June 5, 2007, the City Council held a public hearing and formed Community Facilities District (CFD) 2007-1 (Public Services). Pursuant to the Conditions of Approval for a 63 detached single family dwelling unit development at 800 N. Banna Avenue, the builder agreed to annex to the CFD, or to pay an in-lieu fee based on the financial impact on Police, Fire, Emergency and Parks services. The builder has opted to annex into the CFD.

Under the CFD, in Fiscal Year 2016-2017, any new single-family residential units are charged \$644.50 per year for the following services: police, fire protection and suppression, paramedic services, and park maintenance. This Special Tax appears on the annual Property Tax bill for each parcel. The Special Tax authorized by the CFD shall be levied on all parcels for which building permits were issued on or before May 1 of the preceding fiscal year.

This program has been conceived with the intention that all future residential development, which results in a net increase of residential units, will annex to the CFD or pay an equivalent mitigation fee. Residential units constructed prior to formation of the CFD are not subject to the Special Tax.

### **DISCUSSION:**

Resolutions that notice the intent of the City to annex property to the CFD, identify the boundaries of the proposed annexation, identify the types of services to be funded by the CFD, and notice that a public hearing will be held on February 7, 2017, where the City Council will consider the proposed annexation, are pursuant to the Conditions of Approval for a 63 single family unit residential development at 800 N. Banna Avenue, Covina, California. Assessor's Parcel Number is 8427-003-001 (previously 8427-003-901).

The purpose of the CFD is to finance the aforementioned public safety and park services that are in addition to those currently provided for the territory within the District. In Fiscal Year 2016-

2017, the estimated amount for these services, for each additional single family residential unit, is \$40,603.50. There is a net increase of 63 residential units subject to the special tax.

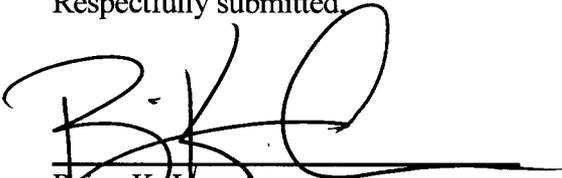
**FISCAL IMPACT:**

There are sixty-three (63) residential units in the proposed annexation area, all of which are subject to the special tax. The “Special Tax” authorized by the proposed annexation to Community Facilities District 2007-1 (the “CFD”) will generate an estimate of \$40,603.50 annually based on Fiscal Year 2016-2017 special tax rates and will be deposited to Account No. 2740-4800-45800. The Special Tax shall be used to pay for the following services: police, fire protection and suppression, paramedic services, and park maintenance. The Special Tax will increase annually by the greater of two percent (2.00%), or the percentage change in the Consumer Price Index.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

This activity will not result in a reasonably foreseeable change to the physical environment; it is exempt from CEQA under State CEQA Guidelines 15061 (b) (2) and (3) and does not constitute a project.

Respectfully submitted,



Brian K. Lee  
Director of Community Development

**ATTACHMENTS:**

- A. Resolution No. 16-7574
- B. Resolution No. 16-7575

**ATTACHMENT A**

**RESOLUTION NO. 16-7574**

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

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

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

**WHEREAS**, certain territory is proposed to be annexed to CFD No. 2007-1 and such territory shall be known and designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 10 (“Annexation No. 10”).

**WHEREAS**, this legislative body now desires to proceed to adopt its Resolution of Intention to annex Annexation No. 10 into CFD No. 2007-1, to describe the territory proposed to be annexed, Annexation No. 10, to specify the services to be financed from the proceeds of the levy of special taxes within Annexation No. 10, to set and specify the special taxes that would be levied within the territory to finance such services, and to set a time and place for a public hearing relating to the annexation of Annexation No. 10 into CFD No. 2007-1; and

**WHEREAS**, a map showing the boundaries of Annexation No. 10 proposed to be annexed has been submitted, and a copy of the map shall be kept on file with the transcript of these proceedings.

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

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

**SECTION 2.**     Authorization. The proceedings for annexing Annexation No. 10 into CFD No. 2007-1 are authorized and initiated by this legislative body pursuant to the authorization of the Act.

**SECTION 3.**     Intention to Annex. This legislative body hereby determines that the public convenience and necessity requires that Annexation No. 10 be added to CFD No. 2007-1 in

order to pay the costs and expenses for the required and authorized new services generated from new development within the City and this City Council declares its intention to annex Annexation No. 10 to CFD No. 2007-1.

**SECTION 4. Boundaries.** A general description of the boundaries of Annexation No. 10 proposed to be annexed is as follows:

All that territory proposed to be annexed to CFD No. 2007-1, as such property is shown on a map designated as “Annexation Map No. 10 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California,” attached hereto as Exhibit “A” and hereby incorporated by reference.

Existing territory includes the following:

<b>CFD</b>	<b>General description of existing territory</b>
Original area	1009 N. Citrus
Annexation #1	228 W. Center Street
Annexation #2	Vintage Walk 2
Annexation #3	451 E. Badillo
Annexation #4	1256 W. McGill Street
Annexation #5	Citrus Walk
Annexation #6	276 W. Dexter Street
Annexation #7	166 E. Center Street
Annexation #8	269-275 W. Center Street
Annexation #9	425 Center Street

**SECTION 5. Name of District.** The name of the district is “City of Covina Community Facilities District No. 2007-1 (Public Services)” and the designation for the territory to be annexed shall be “City of Covina Community Facilities District No. 2007-1 (Public Services), Annexation No. 10.”

**SECTION 6. Services Authorized to be Financed by CFD No. 2007-1, Annexation No. 10.** The services that are authorized to be financed by CFD No. 2007-1 are certain services which are in addition to those provided in or required for the territory within CFD No. 2007-1 and Annexation No. 10 and will not be replacing services already available. A general description of the services to be financed by CFD No. 2007-1 and Annexation No. 10 is as follows:

**PUBLIC SERVICES**

New police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance respectively, and (iv) City overhead costs associated with providing such services within CFD No. 2007-1 and Annexation No. 10. The Special Tax provides only partial funding for Public Services.

The same types of services which are authorized to be financed by CFD No. 2007-1 are the types of services to be provided in Annexation No. 10. If, and to the extent possible, such services shall be provided in common within CFD No. 2007-1 and Annexation No. 10.

**SECTION 7. Special Taxes.** It is the further intention of this City Council body that, except where funds are otherwise available, a special tax sufficient to pay for such services to be provided in CFD No. 2007-1 and Annexation No. 10, and related incidental expenses authorized by the Act, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 10, will be levied annually within the boundaries of such Annexation No. 10. For further particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit "B" (the "First Amended Rate and Method of Apportionment"), which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within proposed Annexation No. 10 to clearly estimate the maximum amount that such person will have to pay.

The special tax proposed to be levied within Annexation No. 10 for services to be supplied within Annexation No. 10 shall be equal to the special tax levied to pay for the same services in CFD No. 2007-1, to the extent that the actual cost of providing the services in Annexation No. 10 is equivalent to the cost of providing those services in CFD No. 2007-1. Notwithstanding the foregoing, the special tax may not be levied at a rate that is higher than the maximum special tax authorized to be levied pursuant to the First Amended Rate and Method of Apportionment.

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

The maximum special tax rate in CFD No. 2007-1 shall not be increased as a result of the annexation of Annexation No. 10 to CFD No. 2007-1.

**SECTION 8. Public Hearing.** Notice is given that on the 7th day of February, 2017, at the hour of 7:30 p.m., in the regular meeting place of the City Council being the Covina City Hall located at 125 E. College Street Covina, CA 91723, a public hearing will be held where this City Council will consider the authorization for the annexation of Annexation No. 10 to CFD No. 2007-1, the proposed method and apportionment of the special tax to be levied with Annexation No. 10 and all other matters as set forth in this Resolution of Intention.

At such public hearing, the testimony of all interested persons for or against the annexation of Annexation No. 10 or the levying of special taxes within Annexation No. 10 will be heard.

At such public hearing, protests against the proposed annexation of Annexation No. 10, the levy of special taxes within Annexation No. 10 or any other proposals contained in this resolution may be made orally by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the

public hearing. Written protests may be withdrawn at any time before the conclusion of the public hearing.

**SECTION 9. Majority Protest.** If (a) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within CFD No. 2007-1, (b) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within Annexation No. 10, (c) owners of one-half or more of the area of land in the territory included in CFD 2007-1, or (d) owners of one-half or more of the area of land in the territory included in Annexation No. 10, file written protests against the proposed annexation of Annexation No. 10 to CFD No. 2007-1 and such protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of the decision by the City Council on the annexation of Annexation No. 10 to CFD 2007-1.

**SECTION 10. Notice.** Notice of the time and place of the public hearing shall be given by the City Clerk by publication in a legally designated newspaper of general circulation, in the territory of Annexation No. 10 and CFD 2007-1 pursuant to Section 6061 of the Government Code. Said publication shall be completed at least seven (7) days prior to the date set for the public hearing and shall contain the information prescribed in Section 53322 of the Act.

**SECTION 11.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED AND PASSED** this 20th day of December, 2016.

City of Covina, California

BY: \_\_\_\_\_  
Kevin Stapleton, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM;

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 16-7574 was duly adopted by the City Council of the City of Covina at a regular meeting of the City Council held on the 20<sup>th</sup> day of December, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dated: \_\_\_\_\_

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

**EXHIBIT A TO RESOLUTION  
ANNEXATION MAP**



**EXHIBIT B TO RESOLUTION**  
**FIRST AMENDED RATE AND METHOD OF APPORTIONMENT**

# FIRST AMENDED RATE AND METHOD OF APPORTIONMENT

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## CITY OF COVINA

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

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

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

**“City”** means the City of Covina.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. MAXIMUM ANNUAL SPECIAL TAX**

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

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

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

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

**Multiple Tax Classes**

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

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

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

**E. TERMINATION OF SPECIAL TAX**

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

## **F. EXEMPTIONS**

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

## **G. APPEALS**

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

## **H. MANNER OF COLLECTION**

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

**ATTACHMENT B**

**RESOLUTION NO. 16-7575**

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

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

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

**WHEREAS**, there has been submitted a map showing the territory proposed to be annexed to CFD No. 2007-1, said area to be designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 10 (hereafter referred to as “Annexation No. 10”).

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

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

**SECTION 2.**     Annexation Map. The map showing Annexation No. 10 to be subject to the levy of a special tax upon the annexation of such territory to CFD No. 2007-1 is hereby approved and adopted. Such map is designated by the name of “Annexation Map No. 10 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California.”

**SECTION 3.**     Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 10, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution of Intention fixing the time and place of the Public Hearing to annex Annexation No. 10 to CFD No. 2007-1, a copy of said map shall be filed with the correct and proper endorsements thereon with the Los Angeles County Recorder, all in the manner and form provided for in Section 3111 of the Streets and Highways Code of the State California.

**SECTION 4.**     The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED AND PASSED** this 20th day of December, 2016.

City of Covina, California

BY: \_\_\_\_\_  
Kevin Stapleton, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM;

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 16-7575 was duly adopted by the City Council of the City of Covina at a regular meeting of the City Council held on the 20<sup>th</sup> day of December, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dated: \_\_\_\_\_

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

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# CITY OF COVINA

## AGENDA REPORT

ITEM NO. NB 2

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**MEETING DATE:** December 20, 2016

**TITLE:** Consideration of Public Information Program Regarding Utility Users Tax Measure on March 7, 2017 Ballot

**PRESENTED BY:** Don Penman, Interim City Manager

**RECOMMENDATION:** Provide Direction

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### **BACKGROUND:**

The City Council voted to place the renewal of the Utility User's Tax (UUT) on the March 7, 2017 ballot. The City has had a UUT in place since 1992. Over the years, there have been changes to the ordinance including rate increases, rate decreases, extensions, amendments and a sunset. In 1999, in accordance with Proposition 218, voters approved extending the tax for ten years. In 2004, Ordinance No. 04-1899 was adopted and amended Chapter 3.14 of the Covina Municipal Code (CMC) to clear up ambiguous language and clarify the existing regulations with respect to imposition and collection of the UUT. In 2008, voters again approved an extension of the UUT setting a new sunset date in March 2019.

Ordinance 92-1780 adopted in 1992 implemented a UUT on telephone, electricity, natural gas and water services. Over the years as technology evolved the language in the ordinance became ambiguous and tax payers requested clarification. In 2004, in an effort to clear up any ambiguity, the Council adopted Ordinance No. 04-1899 which amended Chapter 3.14 of the CMC. The new ordinance retained the four categories of utilities earlier versions made subject to the tax – telephone, electricity, gas and water, and more clearly defined the telephone users tax. Services currently taxed are outlined below:

#### Telephone UUT:

- Landlines
- Internet Protocol or VoIP, examples of such include telephone calls made through the internet by way of cable, cable modem, DSL, and fiber-optic (FIOS)
- Cellular Service
- Pre-Paid Cellular

#### Electricity UUT:

- Electricity used in residential and commercial uses. This utility is generally supplied by Southern California Edison.

#### Gas UUT:

- Natural gas used in residential and commercial uses. This utility is generally supplied by Southern California Gas Company.

Water UUT:

- Water used in residential and commercial uses that was transported and delivered through a pipeline distribution system. Water is supplied by City of Covina Water, City of Azusa Light and Water, Golden State Water Company, Suburban Water Company, and Valencia Heights Water Company.

**DISCUSSION:**

Extension of the UUT will require, pursuant to Proposition 218, voter approval by 50% plus 1. The city may conduct a public information program to inform citizens of the purpose of the UUT and address impacts should the extension ultimately not be approved by the electorate. Under the law cities cannot expend any public funds nor use any city resources such as supplies, computers, offices, etc., nor campaign while in uniform, for or against a ballot measure. Additionally, city employees cannot on city time engage in campaigning, but they may campaign on their own time.

A city may undertake a number of activities, and expend funds and utilize city resources for the following:

- Prepare and distribute information on the measure, such as fact sheets or other impartial literature as long as the material does not contain argumentative, inflammatory or emotional rhetoric or images
- Staff and officials may attend community meetings and other events upon invitation to present impartial, factual information regarding the measure and its effects
- Present information before the City Council regarding uses of the UUT and impacts should the measure fail to be extended

The actual costs for the preparation of fact sheets and other impartial information can vary significantly depending on whether the information is distributed city wide through mailing or simply made available at public facilities and on the website. Additionally, if outside assistance is needed to prepare and print the material, other cities have expended up to \$25,000 for these efforts. Costs can increase significantly depending on the magnitude of the efforts.

**RECOMMENDATION:**

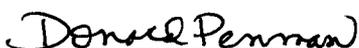
It is requested that the City Council provide direction to staff on whether to initiate a public information program, the type of activities you would like to include and determine resources necessary to carry out that program.

**FISCAL IMPACT:**

In FY 2016-17, the City's General Fund revenues are projected at \$34.1 million which includes \$5.2 million in UUT. The loss of \$5.2 million in revenue would necessitate expenditure reductions resulting in cuts to programs and services.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):** N/A

Respectfully submitted,



Donald Penman  
Interim City Manager