CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY JOINT MEETING AGENDA

Tuesday, April 18, 2023, 7:30 p.m.

125 E. College Street, Covina, California

Council Chamber of City Hall

IMPORTANT NOTICE

Members of the public may view the meeting live on the City's website at www.covinaca.gov or on local cable television, Spectrum channel 29 and Frontier Channel 42. To view from the website, hover over the Departments & Services tab until the drop-down menu appears and click on City Council Video Library under the City Council header. A live banner will appear at the start of the meeting.

Public Comments: *During the meeting, there will be an opportunity for the public to speak. Public testimony is limited to five (5) minutes per speaker, unless, for good cause, the Mayor/Chairperson amends the time limit; a speaker's time may not be transferred to another speaker. State Law prohibits the Council/Agency/Authority Members from taking action on any item not on the agenda. Those wishing to speak on a LISTED AGENDA ITEM will be heard when that item is addressed.*

In Person: *To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance of the Council Chamber and give it to the City Clerk. Your name will be called when it is your turn to speak.*

Remotely via Zoom: *Access the meeting remotely via Zoom with one of the following devices: Computer or Smart Device:*
https://us02web.zoom.us/j/87605054908?pwd=U2w1TnduQ3dzbnNUQThZd2hKQnMrUT09

Telephone:
Dial: +1 669 900 6833
Meeting ID: 876 0505 4908
Passcode: 697108

1. To request to speak during public comment, please click the "Raise Hand" button on the Zoom toolbar "Reactions" tab.

Note:
Computer / Smart Device Users: The "raise hand" feature is in the reactions tab.

*Telephone Users: Press star-nine (*9) on your phone to raise your hand.*

2. Staff will announce your name as listed on Zoom or the last four digits of your phone number when it is your turn to speak and unmute the microphone (audio only); speaker must be present when called to speak.

3. Please state your first and last name and city of residence at the beginning of your remarks for the record.

4. The microphone will be muted by staff when you have completed your comments or five (5) minutes have expired, whichever occurs first.

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 cityclerk@covinaca.gov or 626-384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Pages

1. **CLOSED SESSION - WILL NOT BE HELD**

   JOINT MEETING—OPEN SESSION 7:30 PM

2. **CALL TO ORDER**

   Council/Agency/Authority Members: Patricia Cortez, Hector Delgado, Victor Linares, Mayor Pro Tem/Vice Chair John C. King, and Mayor/Chair Walter Allen, III

3. **ROLL CALL**

4. **PLEDGE OF ALLEGIANCE**

   Led by Councilmember Cortez

5. **INVOCATION**

   Given by Chuck Cannizzaro

6. **PRESENTATIONS**

   6.a. **Donate Life Month Proclamation**

7. **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. 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, unless, for good cause, the Mayor/Chairperson amends the time limit.

8. **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.

9. **CITY MANAGER COMMENTS**

10. **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.

10.a. Minutes 7

Staff Recommendation:
Approve the Minutes of the April 4, 2023, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

10.b. Payment of Demands 13

Staff Recommendation:
Approve Payment of Demands in the amount of $1,714,066.12

10.c. City of Covina Investment Report for Month Ended March 31, 2023 21

Staff Recommendation:
Receive and File.

10.d. Purchase Agreement for Building Maintenance Division and Parks & Recreation Department – 3 Ford E-Transit Cargo Vans 37

Staff Recommendation:
Authorize the City Manager to execute a Purchase Order with National Auto Fleet Group for the purchase of three (3) 2023 Ford E-Transit Cargo Vans in an amount not-to-exceed $188,278.14.

10.e. Resolution CC 2023-22, Authorizing the Application for the Urban and Community Forestry Grant Program Funds (Green Schoolyards Planning Grant) from the California Department of Forestry and Fire Protection (CalFire) 59

Staff Recommendation:
Staff recommends that the City Council adopt Resolution CC 2023-22.

10.f. Resolution CC 2023-26, Amending the Fiscal Year 2022-2023 Operating Budget and Approving an Appropriation of $315,000 as per a Development Agreement with PS Southern California One, Inc., and Making a Determination of Exemption from CEQA 63

Staff Recommendation:
Adopt Resolution CC 2023-26.

10.g. Resolution CC 2023-24 Approving and Recordation of Tract No. 83343 (Century Communities) Located at 155 E. Covina Boulevard 67

Staff Recommendation:
Adopt Resolution CC 2023-24 approving the recordation of Tract No. 83343 (Century Communities) located at 155 E. Covina Boulevard.

10.h. Adopt Joint Tax Sharing Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation of Specific Property Located at 1071 E. Covina Hills Road into Los Angeles County Sanitation District No. 22 111

Staff Recommendation:
Adopt the joint tax sharing resolution, City Council Resolution CC 2023-25

approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of a specific property located at 1071 E. Covina Hills Road into Los Angeles County Sanitation District No. 22.

10.i. 2022 State Homeland Security Grant Program Subrecipient Agreement with the County of Los Angeles 117

Staff Recommendation:
1. Approve and sign the 2022 State Homeland Security Program Sub-recipient Agreement between the County of Los Angeles the City of Covina;
2. Approve the purchase of Motorola radio equipment offered through the reimbursable State of California FY 2022 Homeland Security Program (SHSP); and
3. Adopt Resolution CC 2023-28 to increase the Police Department's 2022-23 budget by $45,577 resulting from the 2022 Homeland Security Grant award.

10.j. City-Wide Sidewalk Repair Project – Award of Contract to FS Contractors, Inc. for an Amount Not-To-Exceed $267,770 327

Staff Recommendation:

1. Approve plans and specifications for the City-Wide Sidewalk Repair Project;
2. Award a contract for the City-Wide Sidewalk Repair Project to FS Contractors, Inc. as the lowest responsive and responsible bidder in an amount not-to-exceed $267,770 and authorize the City Manager to execute the contract;
3. Authorize a contingency amount of $10,000 for any unforeseen construction expenses.
4. Adopt Resolution CC 2023-27 appropriating $27,915 from Measure M FY2023 operating budget to the City-Wide Sidewalk Repair Project.

10.k. Consideration of an Update and Renewal to the Professional Services Agreement between the City of Covina and Willdan Financial Services for Special District Administration, Bond Disclosure Services, and Annexation Services 369

Staff Recommendation:
1. Authorize the City Manager to execute a Professional Services Agreement with Willdan Financial Services for Special District Administration, Bond Disclosure Services, and Annexation Services and authorize the City Manager or his designee to execute the Agreement and related documents; and
2. Adopt Resolution CC 2023-29 to amend the FY 22-23 Community Facilities District (2007-1) budget to increase the Consulting and Legal expenditure budgets.

10.l. Professional Services Agreement with Advantage Mailing, LLC for Printing and Binding Services for the City of Covina's Quarterly Newsletter Publication 413

Staff Recommendation:
Authorize the City Manager to execute the Professional Services Agreement with Advantage Mailing, LLC.

10.m. Consideration of Resolution CC 2023-30, Revising the Date and Time of the First Public Hearing of the Public Financing Authority of the Covina Enhanced 429

Infrastructure Financing District

Staff Recommendation:
Adopt Resolution CC 2023-30 revising the date and time of the first Public Hearing of the Public Financing Authority of the Covina Enhanced Infrastructure Financing District.

10.n. Resolution CC 2023-31, A Resolution of the City Council of the City of Covina Authorizing the City to Enter into the Settlement Agreements with Teva, Allergan, CVS, Walgreens, and Walmart, Agree to the Terms of the Memorandum of Understanding Allocating S 433

Staff Recommendation:
Adopt Resolution CC 2023-31, A Resolution of the City Council of the City of Covina Authorizing the City to Enter into the Settlement Agreements with Teva, Allergan, CVS, Walgreens, Walmart, Agree to the Terms of the Memorandum of Understanding Allocating Settlement Proceeds, and Authorize Entry Into the Memorandum of Understanding With the Attorney General and Authorize the City Manager to Take All Actions Necessary and Convenient to Implement the Settlements.

10.o. Appropriation for Public Safety Facility Repairs and Contract Emergency Planning Services 441

Staff Recommendation:
That the City Council adopt Resolution CC 2023-32, authorizing appropriations from the City's allotment of American Rescue Plan Act funds to complete certain public safety facility repairs and emergency services planning functions.

11. PUBLIC HEARINGS

11.a. Planned Community Development Modification 22-1 467

Staff Recommendation:
That the City Council approve Planned Community Development Modification (PCD) 22-01 and introduce Ordinance CC 23-03, entitled "An Ordinance of the City Council of the City of Covina, California, Approving Planned Community Development Modification (PCDM) 22-01 as Modified and Amending the Covina Townhomes Planned Community Development (PCD) 77-002 District Overlay Zone by Modifying Condition of Approval No. 4 and Adding Numbers 12 and 13 Under Section 3 of Ordinance No. 1374, and Making a Finding of Exemption Under the California Environmental Quality Act (CEQA) Guidelines".

11.b. Ordinance 23-04 – An Ordinance of the City of Covina adding Chapter 5.89 to Title 5, Amending Section 5.24.100, and Repealing Section 10.32.150 of the Covina Municipal Code Regarding Regulations of Peddlers, Sidewalk Vendors and Mobile Food Facilities and 559

Staff Recommendation:
Approve Ordinance 23-04 and making a determination of exemption under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), and that no further environmental review is required.

11.c. Approving Covina Town Center Specific Plan (CTCSP) Amendment No. 4 and Making a Determination of Exemption Under California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15061(b)(3) 597

Staff Recommendation:
Adopt Resolution CC 2023-23 approving Covina Town Center Specific Plan (CTCSP) Amendment No. 4 by amending various chapters as follows: adding land use categories and establishing core downtown area prohibiting cannabis businesses in Chapter 3; clarifying residential ground floor height for Table 4-1 Building Form, and adding sign standards in Chapter 4; adding new definitions in Chapter 7; and making a determination of exemption under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), and that no further environmental review is required, Guidelines Section 15162.

11.d. Introducing Ordinance 23-02 and Making a Determination of Exemption from the California Environmental Quality Act 657

Staff Recommendation:
Waive full reading and introduce for first reading Ordinance 23-02 entitled, "An Ordinance of the City Council of the City of Covina, California, to establish regulations to implement two-unit residential developments and urban lot splits in single family zones as required by Senate Bill 9 (2021-2022), by approving Zoning Code Amendment (ZCA) 23-01 to amend Title 17 (Zoning) by modifying definition section 17.04.143, single-family residential zones sections 17.08.020 (A-1), 17.10.020 (A-2), 17.12.020 (E-½), 17.14.020 (E-1), 17.20.020 (R-1-20,000), 17.22.020 (R-1-10,000), 17.24.020 (R-1-8,500) and 17.26.020 (R-1-7500) for permitted uses, and adding a new section 17.33.060 for permitted uses; and approving Municipal Code Amendment to amend Title 16 (Subdivision) by modifying Chapter 16.02, 16.04, 16.14, and adding new section 16.06, and making a determination of exemption from the California Environmental Quality Act.

12. 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 May 2, 2023 at 6:30 p.m. for closed session and at 7:30 p.m. for open session inside the Council Chamber at City Hall, located at 125 East College Street, Covina, California, 91723.

CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY JOINT MEETING

MINUTES

April 4, 2023, 7:30 p.m.
125 E. College Street, Covina, California
Council Chamber of City Hall

Councilmembers Present:	Patricia Cortez Hector Delgado Victor Linares Mayor Pro Tem/Vice-Chair John C. King Mayor/Chair Walter Allen, III
Staff Present:	City Clerk Drew Aleman (Elected Member) City Manager Chris Marcarello City Attorney Candice K. Lee Administrative Services Director Anita Agramonte Community Development Director Brian Lee Parks & Recreation/Library Services Director Lisa Evans Public Works Director Andy Bullington Deputy City Manager Angel Carrillo Deputy City Clerk Fabian Velez Interim Chief Deputy City Clerk Evelyn Leach

DRAFT

1. CLOSED SESSION - WAS NOT HELD

JOINT MEETING—OPEN SESSION 7:30 PM

2. CALL TO ORDER

Mayor Cortez called the meeting to order at 7:35 p.m.

3. ROLL/CALL

All members were present.

4. PLEDGE OF ALLEGIANCE

Led by Councilmember Delgado

5. INVOCATION

Given by Police Chaplain Chuck Cannizzaro

6. City Council Reorganization

6.a City Clerk to Conduct Election of Mayor

City Clerk Aleman Conducted Election of Mayor.

Mayor Pro Tem Allen was nominated as Mayor and declared elected by acclamation.

6.b Incoming Mayor to Conduct Election of Mayor Pro Tempore

Mayor Allen Conducted Election of Mayor Pro Tem.

Councilmember King was nominated as Mayor Pro Tem and declared elected by acclamation.

7. PRESENTATIONS

7.a Recognition of Outgoing Mayor

Mayor Allen turned meeting over to City Manager Marcarello.

City Manager Marcarello indicated it was an honor to recognize Councilmember Cortez adding there were several individuals present to honor her.

The following representatives expressed their appreciation for all Councilmember Cortez accomplished during her term as Mayor.

Congresswoman Grace Napolitano and Carrie Lam, Senior Field Representative.

Representing Senator Susan Rubio's office, Sandra Armenta Lopez, District Representative

Representing Assemblymember Blanca Rubio's office, Wendy Saavendra, District Representative.

Representing Supervisor Hilda Solis' office, Ryan Serrano, Field Deputy; and Azusa Mayor Robert Gonzales

Mayor Allen discussed future projects - public safety priority and expressed appreciation to his fellow Councilmembers, staff and commissioners. He also provided comments regarding his role as Mayor and vision for the future.

8. PUBLIC COMMENTS

Congresswoman Grace Napolitano reported that a request for $5,000,000 has been submitted to appropriations for the connectivity project in Covina.

Richard Darkhorse, representing American Legion Riders Chapter 755, addressed Council indicating the chapter would like to become involved with city events.

Representing Senator Susan Rubio's office, Sandra Armenta Lopez, District Representative congratulated Mayor Allen on his new role indicating Senator Rubio is looking forward to working with him.

Mayor Allen acknowledged Mr. Roman Morales, a Korean war veteran, who turned 92 this year and thanked him for his service.

9. COUNCIL/AGENCY/AUTHORITY COMMENTS

All Councilmembers expressed their thanks for everything Councilmember Cortez accomplished during her term as Mayor.

Councilmember Cortez thanked Council and staff for their support. She added she was proud of Council accomplishments and thanked all state and local representatives for being at this meeting.

10. CITY MANAGER COMMENTS

City Manager Marcarello expressed his appreciation to Councilmember Cortez for an incredible year.

Councilmember Cortez thanked her parents and sister for their continued support.

11. CONSENT CALENDAR

A motion was made by Councilmember Linares, seconded by Councilmember Delgado, to approve Consent Calendar items 11.a through 11.h

11.a Minutes

Motion made by: Councilmember Linares
Seconded by: Councilmember Delgado

Approve the Minutes of the March 21, 2023, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

Approved

11.b Payment of Demands

Motion made by: Councilmember Linares
Seconded by: Councilmember Delgado

Approve Payment of Demands in the amount of $4,160,744.88.

Approved

11.c City Facility Renovation Project — Award of Contract for Covina Park Walkway and Parking Lot Repaving Project to WS Paving, Inc. for an Amount of $60,710

Motion made by: Councilmember Linares
Seconded by: Councilmember Delgado

1. Award a contract for the City Facility Renovation Project - Covina Park Walkway and Parking Lot Repaving Project to WS Paving, Inc. as the responsible bidder in the amount of $60,710 and authorize the City Manager to execute all contract documents; and
2. Establish a contingency amount of $5,000 for additional services, if needed.

Approved

11.d City Facility Renovation Project — Award of Contract for City Hall Windows and Doors Painting Project to Painting and Décor, Inc. for an Amount Not-to-Exceed $29,700

Motion made by: Councilmember Linares
Seconded by: Councilmember Delgado

1. Award a contract for the City Facility Renovation Project – City Hall Windows and Doors Painting Project to Painting and Décor, Inc. as the responsible bidder in the amount of $29,700.00 and authorize the City Manager to execute all contract documents; and
2. Establish a contingency allowance of $5,000 for additional services, if needed.

Approved

11.e Covina Heritage House Repair Project — Award of Contract for Covina Heritage House Repair Project to West Coast Design and Renovations, LLC in the amount of $75,000

Motion made by: Councilmember Linares
Seconded by: Councilmember Delgado

Award a contract for the Covina Heritage House Repair Project to West Coast Design and Renovations, LLC as the responsible bidder in an amount of $75,000 and authorize the City Manager to execute all contract documents.

Approved

DRAFT

11.f First Amendment to the Professional Services Agreement between the City of Covina and Eagle Signs for Interior Signage for 100-104 N. Citrus

Motion made by: Councilmember Linares
Seconded by: Councilmember Delgado

Approve the first amendment to the Professional Services Agreement between the City of Covina and Eagle Signs and authorize the City Manager of his designee to execute the amendment on behalf of the City of Covina.

Approved

11.g Amend Finance Advisory Commission Regular / Special Meeting Bylaws Calendar & Procedures

Motion made by: Councilmember Linares
Seconded by: Councilmember Delgado

Adopt Resolution CC 2023-21 amending the Bylaws of the FAC to reflect a new fixed Regular Meeting Schedule and to allow more flexibility for City Staff to request Special Meetings.

Approved

11.h Restaurant Lease Agreement – 114 E. Italia Street

Motion made by: Councilmember Linares
Seconded by: Councilmember Delgado

That the City Council approve a lease agreement with The Mena Company for the operation of a restaurant at 114 E. Italia Street and authorize the City Manager to execute the agreement.

Approved

12. ADJOURNMENT

At 8:30 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned, in memory of Commissioner Kay Manning, to its next regular meeting of the Council/Agency/Authority scheduled for April 18, 2023 at 6:30 p.m. for closed session and at 7:30 p.m. for open session inside the Council Chamber at City Hall, located at 125 East College Street, Covina, California, 91723.

_____

Fabian Velez, Deputy City Clerk

_____

Walter Allen, III, Mayor/Chair

DRAFT

CITY OF COVINA AND SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY

Item #10.b.

AGENDA ITEM REPORT

Meeting: April 18, 2023
Title: Payment of Demands
Presented by: Anita Agramonte, Administrative Services Director
Recommendation: Approve Payment of Demands in the amount of $1,714,066.12

EXECUTIVE SUMMARY/BACKGROUND:

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

Accounts Payable Warrants March 17, 2023 – March 30, 2023

CITY checks/EFTs	$ 869,312.61
CITY payroll	$ 818,027.98
CITY voids	$ -
Worker's Comp	$ 21,793.93
	$ 1,709,134.52
SACRA checks/EFTs	$ 104.27
SACRA payroll	$ 4,827.33
	$ 4,931.60
TOTAL checks/EFTs	$ 1,714,066.12

DISCUSSION:

The attached reports have been reviewed by the Administrative Services Director.

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 22/23 Budget.

Respectfully submitted,

Anita Agramonte
Administrative Services Director

CITY OF COVINA
Check Register
Mar 17, 2023 - Mar 30, 2023

Check #	Check Date	Vendor	Name	Amount
5880	03/02/2023	283	BANK OF THE WEST	20,673.61
5881	03/30/2023	4003	MidAmerica	1,821.47
20661	03/30/2023	788	COVINA, CITY OF	45,402.60
20662	03/30/2023	487	CalPERS	1,134.46
			subtotal EFT/wires/direct deposits	***$ 69,032.14***
115275	03/22/2023	2589	SCPPOA	60.00
115284	03/22/2023	2954	URBAN GRAFFITI ENTERPRISES INC	18,035.00
115293	03/22/2023	3988	LANDSCAPE WAREHOUSE III	2,435.83
115300	03/22/2023	4455	FRONTIER	1,061.57
115301	03/22/2023	4582	USABLUEBOOK	1,103.00
115320	03/22/2023	5233	RODENT PEST TECHNOLOGIES	125.00
115327	03/22/2023	99999	ANDREW SANCHEZ	45.00
115329	03/22/2023	99999	HOLDINGS EAN	49.00
115330	03/22/2023	99999	IDA ANTONIO	200.00
115336	03/22/2023	99999	KELSEY PORTALES	45.00
115337	03/22/2023	99999	LUNA ESTRADA	45.00
115338	03/22/2023	99999	M3 MECHANICAL	45.00
115339	03/22/2023	99999	MIGUEL SUMANO	45.00
115340	03/22/2023	99999	NIKKI MOORE	101.00
115342	03/22/2023	99999	SANDIE LAMERE	45.00
115343	03/22/2023	99999	VASQUEZ BRICENO	75.00
115344	03/22/2023	99999	YUNFEI XU	45.00
115345	03/30/2023	32	ACE-1 AUTO SERVICE	534.48
115346	03/30/2023	113	ALL CITY MANAGEMENT SVC	15,641.01
115347	03/30/2023	128	ALLIANT INSURANCE SERVICES INC	977.00
115348	03/30/2023	219	AT&T	462.11
115349	03/30/2023	255	AZUSA PLUMBING & HEATNG SUPPLY	3,126.28
115350	03/30/2023	328	BENLO CO	25.25
115351	03/30/2023	381	BOOMERANG BLUEPRINT	143.27
115352	03/30/2023	536	CARQUEST AUTO PARTS	15.24
115353	03/30/2023	600	CERTIFIED UNDERCAR PARTS	55.83
115354	03/30/2023	649	CINTAS CORP #693	993.60
115355	03/30/2023	703	UNIQUE PRINTING	1,450.89
115356	03/30/2023	706	COMMERCIAL DOOR CO INC	10,265.82
115357	03/30/2023	730	CIC	14.00
115358	03/30/2023	749	THE COUNSELING TEAM	860.00
115359	03/30/2023	970	EDISON CO	27,100.49
115360	03/30/2023	1156	THE GAS COMPANY	284.38
115361	03/30/2023	1198	GLOBALSTAR LLC	101.68
115362	03/30/2023	1215	GONZALES, RICHARD	655.20
115363	03/30/2023	1235	GRAINGER	3,312.39
115364	03/30/2023	1275	HAAKER EQUIPMENT CO	17.37
115365	03/30/2023	1361	HOLLIDAY ROCK CO INC	691.22
115366	03/30/2023	1571	KING BOLT CO	56.45
115367	03/30/2023	1612	LA CNTY DEPT OF PUBLIC WORKS	2,820.86
115368	03/30/2023	1619	LA CNTY SHERIFF'S DEPT	592.26
115369	03/30/2023	1680	LEAGUE OF CALIF CITIES	19,549.00
115370	03/30/2023	1724	LITTLEJOHN-RUELAND CORP	2,435.36
115371	03/30/2023	1924	MILLERS & ISHAMS	263.36
115372	03/30/2023	1933	MISSION LINEN SUPPLY	43.56
115373	03/30/2023	2091	O REILLY AUTO PARTS	275.69
115374	03/30/2023	2345	QUILL	319.47

Check #	Check Date	Vendor	Name	Amount
115375	03/30/2023	2415	REPUBLIC MASTER CHEFS	1,039.97
115376	03/30/2023	2804	TAG AMS INC	170.00
115377	03/30/2023	2818	TAVANNA	109.20
115378	03/30/2023	2846	THOMAS, TERRI	1,302.70
115379	03/30/2023	2855	CHARTER COMMUNICATION	39.98
115380	03/30/2023	2903	TRI-XECUTEX CORP	180.00
115381	03/30/2023	3001	VERIZON WIRELESS	279.12
115382	03/30/2023	3004	VICTORY EXTERMINATING INC	75.00
115383	03/30/2023	3023	VULCAN MATERIALS COMPANY	1,436.85
115384	03/30/2023	3052	WATERLINE TECHNOLOGIES INC	2,888.31
115385	03/30/2023	3070	WEST COAST ARBORISTS INC	33,876.00
115386	03/30/2023	3078	THOMSON REUTERS - WEST	431.58
115387	03/30/2023	3080	WESTERN EMULSIONS INC	544.00
115388	03/30/2023	3082	WESTERN WATER WORKS SUPPLY	2,928.89
115389	03/30/2023	3102	WILLDAN FINANCIAL SERVICES	6,100.00
115390	03/30/2023	3187	WAGONER, PAMELA	864.50
115391	03/30/2023	3190	LAYNE, JONATHAN DANIEL	422.10
115392	03/30/2023	3235	COOK, SHAWNA	1,089.20
115393	03/30/2023	3274	WILLDAN ENGINEERING	3,807.50
115394	03/30/2023	3718	NADENE VALDEZ	207.90
115395	03/30/2023	3771	BLACK & WHITE EMERGENCY VEHICLES	720.15
115396	03/30/2023	3775	WILLIAM SHUTTIC	274.40
115397	03/30/2023	3796	RICHARDS, WATSON & GERSHON	24,484.06
115398	03/30/2023	3823	JEEPERS CREEPERS EXTERMINATING	234.00
115399	03/30/2023	3901	GEM AUTO REPAIR	667.27
115400	03/30/2023	3932	ARLENE D. MAR	273.00
115401	03/30/2023	3982	CAROL A CUGNO	432.60
115402	03/30/2023	4065	VERIZON BUSINESS SERVICES	832.91
115403	03/30/2023	4089	MEASOM, DEVIN THOMAS	1,031.80
115404	03/30/2023	4123	RUDY CARDENAS	175.00
115405	03/30/2023	4247	UNITED WATER WORKS INC	5,120.70
115406	03/30/2023	4379	789, Inc.	4,958.33
115407	03/30/2023	4455	FRONTIER	186.00
115408	03/30/2023	4483	DALE A. GARRISON	245.00
115409	03/30/2023	4643	Bear Electrical Solutions, Inc.	17,876.00
115410	03/30/2023	4676	Hill Brothers Chemical Company	1,372.61
115411	03/30/2023	4688	PCAM, LLC	38,571.53
115412	03/30/2023	4694	Leslie's Poolmart Inc	1,916.99
115413	03/30/2023	4704	S & J Supply Company, Inc.	2,333.23
115414	03/30/2023	4712	C. Wells Pipeline Materials, Inc.	512.66
115415	03/30/2023	4761	Alan Bruni	300.00
115416	03/30/2023	4766	HASA, INC.	1,556.40
115417	03/30/2023	4804	Vihulu L. Villagran	226.80
115418	03/30/2023	4817	Weck Analytical Environmental Services, Inc.	732.00
115419	03/30/2023	4824	Occu-Med, Ltd.	1,329.00
115420	03/30/2023	4829	Alicia A. Flores	286.30
115421	03/30/2023	4863	La Verne Power Equipment	487.21
115422	03/30/2023	4925	Humane Society of Pomona Valley, Inc.	24,587.50
115423	03/30/2023	4931	Antonio Castro Jr	1,155.00
115424	03/30/2023	4979	GRBCON, Inc.	36,385.00
115425	03/30/2023	4983	Ad Valorem Records,Inc.	224.00
115426	03/30/2023	5075	Amalia Q. Seresinghe	666.40

Check #	Check Date	Vendor	Name	Amount
115427	03/30/2023	5109	SITEREP CONSTRUCTION SERVICES, INC.	14,000.00
115428	03/30/2023	5112	Procure America, Inc	2,262.97
115429	03/30/2023	5169	Occupational Health Centers of California	294.00
115430	03/30/2023	5228	ODP BUSINESS SOLUTIONS, LLC	786.64
115431	03/30/2023	5233	RODENT PEST TECHNOLOGIES	120.00
115432	03/30/2023	5245	THERESA FLORES-FRANKE	60.00
115433	03/30/2023	5283	Y TIRE PERFORMANCE	2,104.77
115434	03/30/2023	5291	AMAZON CAPITAL SERVICES, INC	57.21
115435	03/30/2023	5305	EVARI GIS CONSULT	5,000.00
115436	03/30/2023	5320	BROTHERS CODY LLC	2,235.38
115437	03/30/2023	5340	AMERICAN TRAFFIC SOLUTIONS	10,895.00
115438	03/30/2023	5341	U.S. LEGAL SUPPORT INC	1,207.50
115439	03/30/2023	5341	U.S. LEGAL SUPPORT INC	1,134.50
115440	03/30/2023	5341	U.S. LEGAL SUPPORT INC	1,269.40
115441	03/30/2023	5341	U.S. LEGAL SUPPORT INC	1,864.28
115442	03/30/2023	5342	EAGLE SIGNS INC	31,691.96
115443	03/30/2023	5344	CARPET MARKET	5,026.70
115444	03/30/2023	5345	CENTRAL SEATING INC	6,387.43
115445	03/30/2023	5346	TRIPEPI SMITH & ASSOCIATES INC	6,312.50
115446	03/30/2023	5347	NRG HEATING AND AIR CONDITIONING PARENT LLC	7,495.00
115447	03/30/2023	5351	TACOHOLICS ANONYMOUS	808.12
115448	03/30/2023	5352	D&P ENTERPRISES INC	8,526.37
115449	03/30/2023	99999	ALEJANDRO PEREZ	45.00
115450	03/30/2023	99999	AYLIN GOMEZ	101.00
115451	03/30/2023	99999	CARMEN SALAZAR	45.00
115452	03/30/2023	99999	DANIEL GRANADOS	80.00
115453	03/30/2023	99999	EAN HOLDINGS	45.00
115454	03/30/2023	99999	EAN HOLDINGS	45.00
115455	03/30/2023	99999	FRANCISCO ORTEGA	45.00
115456	03/30/2023	99999	FRANCISCO VILLARRUEL	42.91
115457	03/30/2023	99999	GRBCON, INC	337.32
115458	03/30/2023	99999	ISREAL AVILA	2,250.00
115459	03/30/2023	99999	JESUS MARISCAL	500.00
115460	03/30/2023	99999	JOSE BAUTISTA	45.00
115461	03/30/2023	99999	LARRY RUMMENS	45.00
115462	03/30/2023	99999	MAI-AN PHAM	4,000.00
115463	03/30/2023	99999	MARIBEL ZEPEDA	105.00
115464	03/30/2023	99999	NORA DELHOYO	30.00
115465	03/30/2023	99999	PAMELA GRAY	45.00
115466	03/30/2023	99999	SAMANTHA BYRD	166.95
115467	03/30/2023	99999	SILVERIO RIVAS JR.	45.00
115468	03/30/2023	99999	STANLEY SPOONER	45.00
115469	03/30/2023	99999	TAYLOR TANAKA	45.00
115470	03/30/2023	99999	TONY REGALADO	45.00
115471	03/30/2023	99999	TU LE	45.00
115472	03/30/2023	99999	URICH TONY	45.00
115473	03/30/2023	99999	VINCENT DOMINGUEZ	45.00
115474	03/30/2023	99999	WENTING CHEN	110.00
115475	03/30/2023	878	DELTA DENTAL OF CALIFORNIA	183.03
115476	03/30/2023	4255	RELIASTAR LIFE INSURANCE COMPANY	10.40
115477	03/30/2023	4710	Fidelity Security Life Insurance Company	12.93
115242	03/22/2023	221	AT&T MOBILITY	3.24

CITY OF COVINA
Check Register
Mar 17, 2023 - Mar 30, 2023

Check #	Check Date	Vendor	Name	Amount
115333	03/22/2023	99999	JMP AUTO SALES	4.00
115270	03/22/2023	2104	OFFICE DEPOT	12.67
115265	03/22/2023	1646	LANGUAGE LINE SERVICES INC	25.38
115245	03/22/2023	536	CARQUEST AUTO PARTS	30.35
115278	03/22/2023	2719	SPARKLETTS	41.96
115331	03/22/2023	99999	ISABEL REYNA	45.00
115334	03/22/2023	99999	JORGE ORTIZ	45.00
115335	03/22/2023	99999	JORGE ORTIZ	45.00
115268	03/22/2023	2027	NAPA AUTO PARTS	50.14
115332	03/22/2023	99999	JAIME SHIELDS	65.00
115256	03/22/2023	1204	GOLDEN STATE WATER COMPANY	71.95
115241	03/22/2023	219	AT&T	72.98
115286	03/22/2023	3004	VICTORY EXTERMINATING INC	75.00
115281	03/22/2023	2903	TRI-XECUTEX CORP	90.00
115328	03/22/2023	99999	CARMEN PUGA	90.49
115341	03/22/2023	99999	SAMUEL MANZO	101.00
115257	03/22/2023	1241	GRAND PRINTING	108.05
115305	03/22/2023	4764	UniFirst Corporation	111.13
115264	03/22/2023	1615	REGIONAL TAP SERVICE CENTER	120.00
115252	03/22/2023	783	CITY OF COVINA WATER	122.76
115247	03/22/2023	654	CITRUS CAR WASH	129.96
115251	03/22/2023	749	THE COUNSELING TEAM	150.00
115246	03/22/2023	600	CERTIFIED UNDERCAR PARTS	167.52
115313	03/22/2023	5081	Veolia ES Technical Solutions, LLC	198.77
115311	03/22/2023	4960	Data Ticket, Inc.	201.50
115283	03/22/2023	2935	UNDERGROUND SERVICE ALERT	204.17
115269	03/22/2023	2091	O REILLY AUTO PARTS	244.53
115317	03/22/2023	5138	Ricoh USA, Inc.	299.63
115243	03/22/2023	254	AZUSA LIGHT & WATER	341.01
115312	03/22/2023	5000	Advanced Applied Engineering, Inc.	377.50
115272	03/22/2023	2407	REGIONAL TAP SERVICE CENTER	378.30
115273	03/22/2023	2415	REPUBLIC MASTER CHEFS	415.05
115253	03/22/2023	796	CPRS DISTRICT 13	425.00
115297	03/22/2023	4350	RKA Consulting Group	445.00
115323	03/22/2023	5291	AMAZON CAPITAL SERVICES, INC	457.26
115318	03/22/2023	5169	Occupational Health Centers of California	463.00
115308	03/22/2023	4863	La Verne Power Equipment	481.43
115294	03/22/2023	4209	ADLERHORST INTERNATIONAL	484.00
115295	03/22/2023	4247	UNITED WATER WORKS INC	498.23
115290	03/22/2023	3621	WAXIE ENTERPRISES INC	545.19
115322	03/22/2023	5283	Y TIRE PERFORMANCE	579.74
115280	03/22/2023	2855	CHARTER COMMUNICATION	618.84
115258	03/22/2023	1275	HAAKER EQUIPMENT CO	629.51
115274	03/22/2023	2487	RSG, Inc.	663.75
115271	03/22/2023	2329	PUENTE READY MIX INC	680.79
115315	03/22/2023	5112	Procure America, Inc	739.11
115288	03/22/2023	3134	XEROX CORPORATION	745.29
115239	03/22/2023	84	AIRGAS-WEST	795.96
115319	03/22/2023	5199	HOLIDAYGOO, INC	857.75
115266	03/22/2023	1754	LOWE'S COMPANIES INC	882.01
115306	03/22/2023	4764	UniFirst Corporation	977.68
115250	03/22/2023	703	UNIQUE PRINTING	1,018.71

CITY OF COVINA
Check Register
Mar 17, 2023 - Mar 30, 2023

Check #	Check Date	Vendor	Name		Amount
115260	03/22/2023	1361	HOLLIDAY ROCK CO INC		1,048.47
115255	03/22/2023	1156	THE GAS COMPANY		1,076.05
115304	03/22/2023	4713	Fisher Integrated, Inc.		1,200.00
115321	03/22/2023	5269	CONTROL AIR HOLDINGS INC		1,300.00
115285	03/22/2023	3001	VERIZON WIRELESS		1,510.65
115263	03/22/2023	1429	INLAND EMPIRE STAGES		1,597.12
115259	03/22/2023	1276	HACH CO		1,698.40
115324	03/22/2023	5320	BROTHERS CODY LLC		1,704.68
115309	03/22/2023	4885	ELIE FARAH		1,755.00
115277	03/22/2023	2689	SNAP ON TOOLS		1,809.63
115276	03/22/2023	2619	SGV EXAMINER		1,831.50
115292	03/22/2023	3901	GEM AUTO REPAIR		1,857.25
115248	03/22/2023	692	CODE PUBLISHING COMPANY		2,098.50
115262	03/22/2023	1387	HUNTER, JOHN L.		2,717.50
115302	03/22/2023	4643	Bear Electrical Solutions, Inc.		2,945.00
115244	03/22/2023	255	AZUSA PLUMBING & HEATNG SUPPLY		3,036.82
115287	03/22/2023	3070	WEST COAST ARBORISTS INC		3,108.00
115240	03/22/2023	217	ASTRA INDUSTRIAL SERVICES		3,118.91
115249	03/22/2023	700	COLLEY FORD		3,351.51
115298	03/22/2023	4360	MOORE IACOFANO GOLTSMAN, INC.		3,598.75
115316	03/22/2023	5137	MasterCorp Commercial Services LLC		4,286.72
115314	03/22/2023	5108	DocuSign, Inc.		4,450.25
115325	03/22/2023	5326	AMERICAN AED LLC		5,021.00
115279	03/22/2023	2852	THREE VALLEY MUN WATER DISTR		5,080.01
115296	03/22/2023	4292	DUDEK		5,201.25
115267	03/22/2023	1792	MANNING & MARDER KASS,		5,807.50
115289	03/22/2023	3163	GENTRY BROTHERS INC		5,976.05
115237	03/22/2023	19	AARDVARK		5,983.89
115299	03/22/2023	4374	ADMINSURE, INC		6,887.30
115326	03/22/2023	5339	DOLLAMUR LP		7,394.94
115291	03/22/2023	3796	RICHARDS, WATSON & GERSHON		10,013.40
115238	03/22/2023	58	ADVANTAGE		11,945.59
115261	03/22/2023	1364	HOME DEPOT CREDIT SERVICES		18,838.39
115254	03/22/2023	970	EDISON CO		22,078.81
115310	03/22/2023	4947	Cameron Saylor		22,227.47
115307	03/22/2023	4854	CEJ Engineers, Inc.		35,480.00
115282	03/22/2023	2926	TYLER TECHNOLOGIES INC.		48,377.65
115303	03/22/2023	4712	C. Wells Pipeline Materials, Inc.		52,808.65
			subtotal checks	***$***	***800,384.74***
				$	**-**
			voids	**$**	**-**
			payroll (03/30/23)	**$**	**822,855.31**
			workers' compensation	**$**	**21,793.93**
			TOTAL checks/EFTs	**$**	**1,714,066.12**

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023
Title: City of Covina Investment Report for Month Ended March 31, 2023
Presented by: Anita Agramonte, Administrative Services Director
Recommendation: Receive and File.

EXECUTIVE SUMMARY:

Pursuant to Government Code Section 53600 et seq. and Section 4.0 of the City of Covina's Investment Policy, a monthly investment report must be provided to the City Council and City Manager, containing detailed information of all securities, investments and monies of the City.

DISCUSSION:

The attached report for the City and Successor Agency reflects the portfolio balances for the month ended March 31, 2023. The report is in conformity with the City's Investment Policy as well as Government Code 53601. In accordance with the City's Investment Policy, the City Council authorizes staff to continue investing the City's idle funds in similar securities as those presented in these reports attached hereto. There are sufficient funds to meet the pooled expenditure requirements for all City funds for the next 6 months.

FISCAL IMPACT:

None to receive and file.

Respectfully submitted,

Anita Agramonte
Administrative Services Director

CITY OF COVINA INVESTMENT REPORT
FOR THE MONTH ENDED MARCH 31, 2023

CASH BALANCE	**2/28/2023**	**$85,363,221.87**
RECEIPTS	3/1/23-3/31/23	23,095,461.02
DISBURSEMENTS	3/1/23-3/31/23	(25,073,516.79)
CASH BALANCE	**3/31/2023**	**$83,385,166.10**

ANALYSIS OF CASH AND INVESTMENT BALANCE - BOOK VALUE

INVESTMENT PORTFOLIO		Attachment A-2	41,967,609.09
LOCAL AGENCY INVESTMENT FUND		Attachment A-6	38,131,850.19
TOTAL PUBLIC INVESTMENTS			**$80,099,459.28**
CHECKING AND PETTY CASH BALANCES			3,285,706.82
CASH AND INVESTMENT BALANCE	**3/31/2023**		**$83,385,166.10**
CASH HELD BY BOND TRUSTEES			1,875,760.57
TOTAL CASH AND INVESTMENT BALANCE	**3/31/2023**		**$85,260,926.67**

The purpose of this report is to provide readers with the overall cash position of the City. There is sufficient investment liquidity to meet the pooled expenditures of all City's funds for the next 6 months.

CITY OF COVINA
CASH AND INVESTMENT SUMMARY
FOR THE MONTH ENDED MARCH 31, 2023

TYPE OF INVESTMENT	ISSUER	BOOK VALUE $	ACQUISITION DATE	MATURITY DATE	MARKET VALUE $
City of Covina:					
Drawer & Petty Cash	N/A	7,935.49	N/A	N/A	7,935.49
General - Checking Account	Bank of the West	$1,830,546.83	N/A	Demand	1,830,546.83
Public Agency Saving - Parking Fines	Bank of the West	19,388.76	N/A	Demand	19,388.76
Utility Billing Account	Bank of the West	$28,265.17	N/A	Demand	28,265.17
Workers' Compensation - Checking Account	Bank of the West	88,709.97	N/A	Demand	88,709.97
Payroll - Checking Account	Bank of the West	$260,958.78	N/A	Demand	260,958.78
Money Market	Bank of the West	$1,026,500.15	N/A	Demand	1,026,500.15
AFLAC Flexible Spending Account	Bank of the West	23,401.67	N/A	Demand	23,401.67
STIFEL Investment Portfolio	Various	41,967,609.09	Various	Various	41,119,979.67
Local Agency Investment Fund	State of California	38,131,850.19	N/A	Demand	38,131,850.19
Subtotal (A)		**$83,385,166.10**			**$82,537,536.68**
Cash Held Under 3rd Party Administrator:					
TRIP 2017A Covina	Wilmington Trust	66.95	N/A	Demand	$66.95
LA County Loan Agreement	U.S. Bank	1,875,063.65	N/A	Demand	$ 1,875,063.65
2021 Taxable Pension Obligation Bonds	U.S. Bank	629.71	N/A	Demand	$629.71
2019 Wastewater Refunding Bonds	U.S. Bank	0.26	N/A	Demand	$0.26
Subtotal (B)		**1,875,760.57**			**1,875,760.57**
TOTAL (A+B)		**$85,260,926.67**			**$84,413,297.25**

The purpose of this schedule is to show the total cash and investments held by the City of Covina by account.

SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY INVESTMENT REPORT
FOR THE MONTH ENDED MARCH 31, 2023

CASH BALANCE	**2/28/2023**	**$537,015.67**
RECEIPTS	3/1/23-3/31/23	0.00
DISBURSEMENTS	3/1/23-3/31/23	0.00
CASH BALANCE	**3/31/2023**	**$537,015.67**

ANALYSIS OF CASH AND INVESTMENT BALANCE		
CHECKING ACCOUNT		2,612.64
LOCAL AGENCY INVESTMENT FUND	Attachment A-7	534,403.03
AVAILABLE CASH BALANCES		**$537,015.67**
CASH AND INVESTMENTS HELD BY BOND TRUSTEES		3,094,238.16
TOTAL CASH & INVESTMENT BALANCE	**3/31/2023**	**$3,631,253.83**

The purpose of this report is to provide readers with the overall cash position of the Successor Agency to the Covina Redevelopment Agency (Agency). There is sufficient investment liquidity to meet the pooled expenditures of all Agency's funds for the next 6 months.

SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
CASH AND INVESTMENT SUMMARY
FOR THE MONTH ENDED MARCH 31, 2023

TYPE OF INVESTMENT	ISSUER	BANK VALUE $	ACQUISITION DATE	DATE	MARKET VALUE $
Successor Agency to the Covina Redevelopment Agency:					
Checking Account	Bank of the West	2,612.64	N/A	Demand	2,612.64
Local Agency Investment Fund	State of California	534,403.03		Demand	534,403.03
Subtotal (A)		**$537,015.67**			**$537,015.67**
Cash Held Under 3rd Party Administrator:					
(1) 2013 Series A Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	2,622,536.98	N/A	Demand	2,622,536.98
(2) 2014 Series A Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	51,258.28	N/A	Demand	51,258.28
(3) 2004 Series B Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	420,442.90	N/A	Demand	420,442.90
Subtotal (B)		**$3,094,238.16**			**$3,094,238.16**
TOTAL (A+B)		**$3,631,253.83**			**$3,631,253.83**

The purpose of this schedule is to show the total cash and investments held by the Successor Agency to the Covina Redevelopment Agency by account.
* Formerly BNY Mellon

CITY OF COVINA
U.S. Bank and Stifel
Investment Portfolio as of
March 2023

Issuer	Purchase Date	Market Price Per Share	Qty	Total Original Cost Value	Total Market Value	Coupon	CUSIP	Maturity	Trustee
Federal Agency Securities									
FHLMC	04/21/20	99.779000	610,000	608,475.00	608,651.90	0.3750	3137EAEQ8	4/20/2023	Stifel (from U.S. Bank)
FHLMC	05/07/20	99.636000	610,000	609,743.80	607,779.60	0.3750	3137EAER6	5/5/2023	Stifel (from U.S. Bank)
FEDL Home Loan Bank Bond	02/02/22	96.076000	1,000,000	1,030,580.46	960,760.00	2.6250	3130A6ZQ3	12/12/2025	Stifel
FEDL Home Loan Bank Bond	04/07/22	96.978000	1,000,000	1,010,091.63	969,780.00	3.0000	3130A2VE3	9/11/2026	Stifel
FEDL Home Loan Bank Bond	06/30/22	98.301000	1,000,000	1,001,573.65	983,010.00	3.1250	3130ASHK8	6/14/2024	Stifel
FEDL Home Loan Bank Bond	06/30/22	94.514000	1,000,000	952,708.25	945,140.00	1.0000	3130AQF40	12/20/2024	Stifel
FEDL Home Loan Bank Bond	10/12/22	99.520000	1,000,000	1,000,000.00	995,200.00	5.4100	3130ATN94	10/18/2027	Stifel
FEDL Home Loan Bank Bond	10/12/22	99.622000	1,080,000	1,079,730.00	1,075,917.60	5.5000	3130ATMD6	10/27/2027	Stifel
FEDL Home Loan Bank Bond	01/09/23	99.789000	2,000,000	2,000,000.00	1,995,780.00	5.0000	3130AUGG3	1/24/2025	Stifel
FEDL Home Loan Bank Bond	02/06/23	99.503000	1,000,000	1,000,000.00	995,030.00	5.5000	3130AUTV6	2/24/2028	Stifel
FEDL Home Loan Bank Bond	02/07/23	99.849000	1,000,000	1,000,000.00	998,490.00	5.0000	3130AUUN2	2/14/2025	Stifel
FEDL Home Loan Bank Bond	02/13/23	100.020000	1,000,000	1,000,000.00	1,000,200.00	5.6000	3130AUXK5	3/9/2026	Stifel
FEDL Home Loan Bank Bond	02/21/23	99.757000	1,000,000	1,000,000.00	997,570.00	5.3500	3130AV3C4	3/7/2025	Stifel
FEDL Home Loan Bank Bond	02/22/23	100.872000	1,000,000	1,000,000.00	1,008,720.00	5.3000	3130AV4C3	3/9/2028	Stifel
FEDL Home Loan Bank Bond	02/23/23	100.618000	1,000,000	1,000,000.00	1,006,180.00	5.3000	3130AV4Y5	3/13/2028	Stifel
FEDL Home Loan Bank Bond	03/01/23	100.063000	1,000,000	1,000,000.00	1,000,630.00	6.0000	3130AVAD4	3/27/2026	Stifel
FEDL Home Loan Bank Bond	03/20/23	99.959000	1,000,000	1,000,000.00	999,590.00	6.0000	3130AVF72	3/27/2026	Stifel
*Unsettled Purchases				(1,000,000.00)	(999,590.00)				
Total Federal Home Loan			**17,300,000**	**16,292,902.79**	**16,148,839.10**				
Federal Farm Credit BKs	06/09/20	99.176000	600,000	598,044.00	595,056.00	0.3000	3133ELG81	6/8/2023	Stifel (from U.S. Bank)
FEDL Farm Credit Bank Bond	02/02/22	96.945000	2,000,000	1,990,871.52	1,938,900.00	0.9000	3133ENLF5	1/18/2024	Stifel
FEDL Farm Credit Bank Bond	02/02/22	94.689000	1,000,000	998,647.01	946,890.00	1.3200	3133ENLU2	1/21/2025	Stifel
FEDL Farm Credit Bank Bond	02/02/22	91.511000	1,000,000	996,151.59	915,110.00	1.5000	3133ENKV1	1/13/2027	Stifel
Federal Farm Credit Bank Bond	04/07/22	97.161000	1,000,000	1,016,258.22	971,610.00	3.1500	3133EJDV8	3/22/2027	Stifel
FEDL Farm Credit Bank Bond	01/10/23	99.285000	1,000,000	1,000,000.00	992,850.00	5.1400	3133EN6C9	1/18/2028	Stifel
FEDL Farm Credit Bank Bond	02/21/23	99.844000	1,000,000	1,000,000.00	998,440.00	5.8300	3133EPBUB	4/24/2027	Stifel
Total Federal Farm Credit			**7,600,000**	**7,599,972.34**	**7,358,856.00**				
FEDL Agric MTG Corp-Medium Term Note	06/30/22	90.387000	1,000,000	915,357.70	903,870.00	0.9400	31422XGQ9	10/26/2026	Stifel
FEDL Agric MTG Corp-Medium Term Note	10/12/22	99.416000	1,000,000	1,000,000.00	994,160.00	5.1000	3134GX4R2	10/28/2025	Stifel
FEDL AGRIC MTG Corp-Medium Term Note	03/06/23	100.496000	1,000,000	1,000,000.00	1,004,960.00	5.9000	31422XY30	3/8/2028	Stifel
Total Agricultural Mortgage			**3,000,000**	**2,915,357.70**	**2,902,990.00**				
Certificate of Deposits									
State Bank of India - New York NY CD	02/01/22	88.983000	245,000	245,000.00	218,008.35	1.7500	856285G21	2/9/2027	Stifel
Pentagon Federal CR UN - Tysons Corner VA	02/02/22	88.655000	245,000	245,000.00	217,204.75	1.7000	70962LBE1	2/18/2027	Stifel
Sallie Mae Bank - Salt Lake City UT CD	02/16/22	90.461000	245,000	245,000.00	221,629.45	2.2000	795451BH5	2/23/2027	Stifel
American Express Natl BK - Salt Lake City UT CD	03/01/22	94.187000	245,000	245,000.00	230,758.15	1.8000	02589ABP6	3/10/2025	Stifel
Beal Bank - Las Vegas NV CD	03/01/22	89.856000	245,000	245,000.00	220,147.20	2.0500	07371CK81	3/3/2027	Stifel
Beal Bank - Plano TX CD	03/01/22	89.856000	245,000	245,000.00	220,147.20	2.0500	07371AZQ9	3/3/2027	Stifel
BMW Bank North America - Salt Lake City UT CD	03/01/22	94.230000	245,000	245,000.00	230,863.50	1.8000	05580AK37	3/4/2025	Stifel
Medallion Bank - Salt Lake City UT CD	03/01/22	89.756000	245,000	245,000.00	219,902.20	2.0500	58404DNG2	3/8/2027	Stifel
Live Oak Bkg Co - Wilmington NC CD	03/03/22	94.433000	249,000	248,751.00	235,138.17	1.8500	538036HW7	2/14/2025	Stifel
Cpital One Bank USA NA - Glen Allen VA CD	04/07/22	91.980000	245,000	245,000.00	225,351.00	2.7000	14042TFJ1	4/13/2027	Stifel
Synchrony Bank - Draper UT CD	04/07/22	91.976000	245,000	245,000.00	225,341.20	2.7000	87165FK45	4/14/2027	Stifel
Ally Bank - Midvale UT CD	04/27/22	94.168000	245,000	245,000.00	230,711.60	2.8500	02007GQQ9	5/5/2026	Stifel
Capital One NA - Mclean VA CD	04/27/22	93.172000	245,000	245,000.00	228,271.40	3.0500	14042RRA1	5/4/2027	Stifel
Goldman Sachs Bank USA - New York NY CD	04/27/22	93.147000	245,000	245,000.00	228,210.15	3.0500	38149M6Y4	5/11/2027	Stifel

CITY OF COVINA
U.S. Bank and Stifel
Investment Portfolio as of
March 2023

Issuer	Purchase Date	Market Price Per Share	Qty	Total Original Cost Value	Total Market Value	Coupon	CUSIP	Maturity	Trustee
Toyota Finl Svgs Bank- Henderson NV CD	05/09/22	93.681000	245,000	245,000.00	229,518.45	3.2000	89235MNH0	5/17/2027	Stifel
First Natl Bank of Amer- East Lansing MI CE	05/16/22	95.228000	245,000	245,000.00	233,308.60	3.0000	32110YXE0	11/28/2025	Stifel
Morgan Stanley Bank NA- Salt Lake City UT CD	05/16/22	93.859000	245,000	245,000.00	229,954.55	3.2500	61690UJ68	5/19/2027	Stifel
Morgan Stanley PVT BK NA- Purchase NY CD	05/16/22	93.859000	245,000	245,000.00	229,954.55	3.2500	61768EJR5	5/19/2027	Stifel
Discover Bank- Greenwood DE CD	05/20/22	93.658000	245,000	245,000.00	229,462.10	3.2000	254673E36	5/24/2027	Stifel
Barclays Bank DE- Wilmington DE CD	05/24/22	96.140000	245,000	245,000.00	235,543.00	3.0500	06740KQS9	6/2/2025	Stifel
Isreal Discount BK of NY- New York NY CD	05/24/22	97.508000	245,000	245,000.00	238,894.60	2.8500	465076TQ0	5/28/2024	Stifel
Bank Hapoalim BM- New York NY CD	06/23/22	98.417000	245,000	245,000.00	241,121.65	3.0000	06251A4G2	12/29/2023	Stifel
BMO Harris Bank NA- Chicago IL CD	06/23/22	96.357000	245,000	245,000.00	236,074.65	3.2000	05600XGK0	6/24/2025	Stifel
Oceanfirst Bank NA- Toms River NJ CD	06/23/22	97.809000	245,000	245,000.00	239,632.05	3.2500	67523TBE2	7/1/2024	Stifel
Pinnacle Bank - Nashville TN CD	06/23/22	97.569000	245,000	245,000.00	239,044.05	3.0500	72345SLE9	6/28/2024	Stifel
Synovus Bank- Columbus GA CD	06/23/22	97.500000	245,000	245,000.00	238,875.00	3.2000	87164DTM2	8/30/2024	Stifel
RBS Citizens NA- Providence RI CD	06/27/22	99.435000	245,000	245,000.00	243,615.75	2.8500	75524KNZ3	6/29/2023	Stifel
UBS Bank USA- Salt Lake City UT CD	06/27/22	97.736000	245,000	245,000.00	239,453.20	3.2000	90348J4B3	7/1/2024	Stifel
American First CR UN- Brea CA SHS CTF	06/30/22	96.355000	245,000	245,000.00	236,069.75	3.2500	02616ABJ7	7/15/2025	Stifel
First Technology FCU- Mountain View CA SHS CTF	06/30/22	98.124000	245,000	245,000.00	240,403.80	3.2500	33715LEA4	4/15/2024	Stifel
Tennessee Valley Auth- PWR Bond 1995 SER E	06/30/22	106.571000	1,000,000	1,092,087.60	1,065,710.00	6.7500	880591CJ9	11/1/2025	Stifel
California CR UN- Glendale CA SHS	10/12/22	99.627000	245,000	245,000.00	244,086.15	4.5000	130162AK6	10/25/2023	Stifel
Austin Telco Fed CR UN- Austin TX SHS CTF	11/14/22	100.464000	245,000	245,000.00	246,136.80	5.0500	052392CC9	11/27/2026	Stifel
Baxter CR UN- Vernon Hills IL SHS CTF	11/14/22	100.297000	245,000	245,000.00	245,727.65	5.0000	07181JAV6	11/30/2026	Stifel
Greenwood Credit Union- Warwick RI SHS CTF	11/14/22	99.850000	245,000	245,000.00	244,632.50	4.9500	397129AJ6	5/28/2024	Stifel
Kemba FINL CR UN- Kemba OH SHS CTF	11/14/22	100.050000	245,000	245,000.00	245,122.50	5.2500	48836LAW2	11/23/2027	Stifel
Mountain Amer Fed CR UN- West Jordan UT SHS CTF	11/14/22	99.906000	245,000	245,000.00	244,769.70	5.0000	62384RAS5	5/28/2024	Stifel
Oklahoma Fedl CR UN- Oklahoma City OK CD	11/14/22	99.995000	245,000	245,000.00	244,987.75	5.0000	67886WAB3	11/22/2024	Stifel
Rogue Credit Union- Medford OR SHS CTF	11/14/22	100.013000	245,000	245,000.00	245,031.85	5.2000	77535MAE3	11/26/2027	Stifel
ST Lawrencefed CR UN- Ogdenburg NY CD	11/14/22	99.903000	245,000	245,000.00	244,762.35	4.9500	791125AB3	11/22/2023	Stifel
USAlliance FCU- Rye NY SHS CTF	11/14/22	99.995000	245,000	245,000.00	244,987.75	5.0000	90352RCW3	11/29/2024	Stifel
All in FED CR Union- Daleville AL SHS CTF	12/07/22	98.429000	245,000	245,000.00	241,151.05	4.4500	01664MAA4	12/21/2026	Stifel
Farmers Ins Group FCU- Los Angeles CA SHS CTF	12/07/22	99.909000	245,000	245,000.00	244,777.05	5.0000	30960QAL1	12/13/2023	Stifel
Ideal Credit Union- Woodbury MN SHS CTF	12/07/22	98.460000	245,000	245,000.00	241,227.00	4.5000	45157PAZ3	12/29/2027	Stifel
Workers Credit Union- Littleton MA SHS CTF	12/07/22	99.970000	245,000	245,000.00	244,926.50	5.0500	98138MAZ3	6/17/2024	Stifel
Community West CR UN- Kentwood MI CD	12/12/22	100.130000	245,000	245,000.00	245,318.50	5.0000	20416JAC8	6/23/2025	Stifel
Alliant Credit Union- Chicago IL SHS CTF	12/20/22	99.942000	245,000	245,000.00	244,857.90	4.8500	01882MAA0	12/30/2027	Stifel
Valley Strong CR UN- Bakersfield CA SHS CTF	01/04/23	100.034000	245,000	245,000.00	245,083.30	5.1000	920133AL9	7/18/2025	Stifel
Technology CR UN- San Jose CA SH CTF	01/09/23	100.033000	245,000	245,000.00	245,080.85	5.1000	87868YAH6	7/21/2025	Stifel

CITY OF COVINA
U.S. Bank and Stifel
Investment Portfolio as of
March 2023

Issuer	Purchase Date	Market Price Per Share	Qty	Total Original Cost Value	Total Market Value	Coupon	CUSIP	Maturity	Trustee
Uncle Credit Union-Livermore CA SHS CTF	01/10/23	99.890000	245,000	245,000.00	244,730.50	5.0000	90307LAB0	1/25/2024	Stifel
Affinity FEDL Credit UN-Basking Ridge NJ SHS CTF	01/26/23	99.891000	245,000	245,000.00	244,732.95	5.0000	00832KBH1	2/1/2024	Stifel
True Sky FEDL CR UN-Oklahoma City OK SHS CTF	01/26/23	94.695000	248,000	233,596.16	234,843.60	0.3500	89786MAA2	5/20/2024	Stifel
Sound CR UN-Tacoma WA ShS CTF	02/06/23	100.240000	245,000	245,000.00	245,588.00	5.1000	83616HAC8	2/21/2025	Stifel
Coop Choice Network CU-Peoria IL CD	02/13/23	99.978000	245,000	245,000.00	244,946.10	5.1000	21686QAE9	2/23/2024	Stifel
Grow FNL FED CR UN-Tampa FL SHS CTF	02/14/23	99.935000	245,000	245,000.00	244,840.75	5.0500	39981MAB8	2/26/2024	Stifel
First NATL Bank-Damariscotta ME CD	03/09/23	100.293000	245,000	245,000.00	245,717.85	5.0000	32117BFR4	9/23/2026	Stifel
Kodabank-Drayton ND CD	03/09/23	100.293000	245,000	245,000.00	245,717.85	5.0000	50007DAC3	9/22/2026	Stifel
Truliant FEDL CR UN-Winston Salem NC SHS CTF	03/09/23	100.689000	245,000	245,000.00	246,688.05	5.1500	89789AAH0	3/23/2026	Stifel
Pacific Western Bank-San Diego CA CD	03/23/23	100.396000	245,000	245,000.00	245,970.20	5.6500	69506YYD5	4/5/2028	Stifel
*Unsettled Purchases				(245,000.00)	(245,970.20)				
Total Agricultural Mortgage			**15,217,000**	**15,049,434.76**	**14,598,792.87**				
		*Unsettled Purchases		1,245,000.00	1,245,560.20				
		Cash Per Stifel Statement		(1,135,058.50)	(1,135,058.50)				
		Net Stifel Cash		**$ 109,941.50**	**$ 110,501.70**				
		Stifel Total Value of Portfolio	**43,117,000**	**41,967,609.09**	**41,119,979.67**				

CITY OF COVINA

Investment Transaction Summary

for the Month Ended March 31, 2023

Purchased Investments

Qty	Purch Date	Maturity		Share Price at Purch Date	Net Trade Amount	Cost Basis Value	Market Value	Accrued Interest	Issuer	CUSIP	Held by
10,000	03/01/23	3/27/2026		100.063000	1,000,000.00	1,000,000.00	1,000,630.00	-	FEDL Home Loan Bank Bond	3130AVAD4	Stifel
10,000	03/06/23	3/8/2028		100.496000	1,000,000.00	1,000,000.00	1,004,960.00	-	EDL AGRIC MTG Corp- Medium Term Note	31422XY30	Stifel
2,450	03/09/23	9/22/2026		100.293000	245,000.00	245,000.00	245,717.85	-	odabank- Drayton ND CD	50007DAC3	Stifel
2,450	03/09/23	9/23/2026		100.293000	245,000.00	245,000.00	245,717.85	-	rst NATL Bank- Damariscotta ME CD	32117BFR4	Stifel
2,450	03/09/23	3/23/2026		100.689000	245,000.00	245,000.00	246,688.05	-	Truliant FEDL CR UN-Winston Salem NC SHS CTF	89789AAH0	Stifel
10,000	03/20/23	3/27/2026		99.959000	1,000,000.00	1,000,000.00	999,590.00	-	FEDL Home Loan Bank Bond	3130AVF72	Stifel
2,450	03/23/23	4/5/2028		100.396000	245,000.00	245,000.00	245,970.20	-	Pacific Western Bank- San Diego CA CD	69506YYD5	Stifel
				Total	**3,980,000.00**	**3,980,000.00**	**3,989,273.95**	**-**			

Sold/Matured Investments

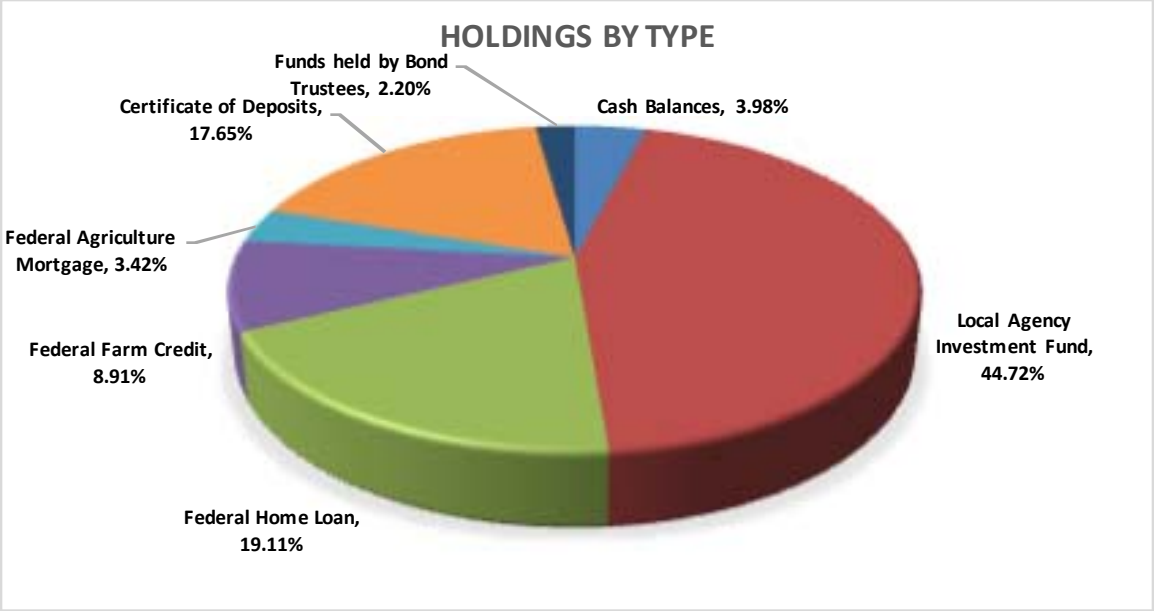
Qty	Purch Date	Maturity	Sale / Maturity Date	Share Price at Sale / Maturity Date	Original Cost Value	Par Value at Sale/Maturity	Gain / (Loss) on Sale / Redemption	Interest Earnings Since Purchase	Issuer	CUSIP	Held by
					NO SALES OR MATURITIES IN MARCH						
				Total	**-**	**-**	**-**	**-**			

Net Revenue Analysis - for Period Ending March 31, 2023

Period	Interest Revenue	Gain / (Loss) on Transactions	Net revenue / (Loss)
Previous Month	65,014.71	(4,874.21)	60,140.50
Previous 12 mos.	484,122.33	(92,382.29)	391,740.04

CITY OF COVINA
Cash & Investment Holdings by Type

	Statement Balance	Total Percentage
Cash Balances	3,395,648	3.98%
Local Agency Investment Fund	38,131,850	44.72%
Federal Home Loan	16,292,903	19.11%
Federal Farm Credit	7,599,972	8.91%
Federal Agriculture Mortgage	2,915,358	3.42%
Certificate of Deposits	15,049,435	17.65%
Funds held by Bond Trustees	1,875,761	2.20%
Total	85,260,927	100.00%

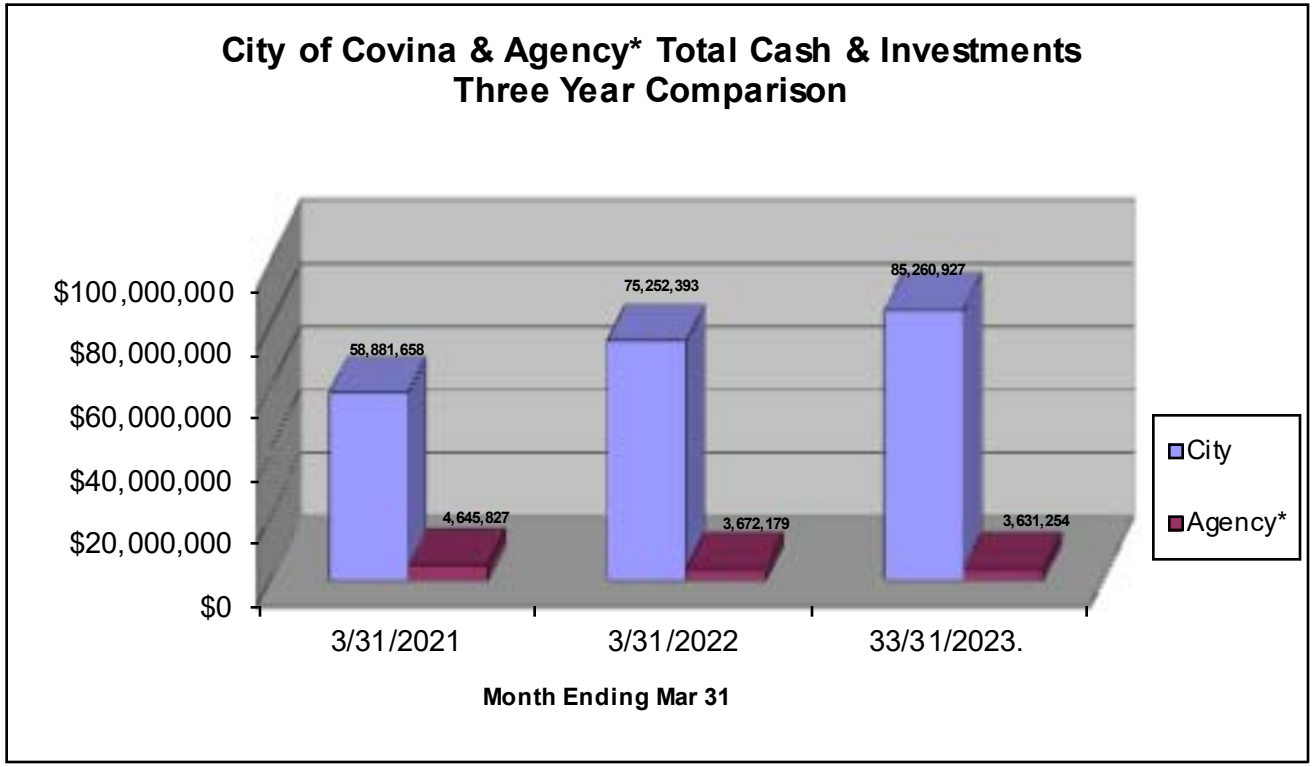


*Average Investment coupon rate: 3.88% (based on weighted average of Original Cost Value)
This chart illustrates the City's cash & investments by asset type.

CITY OF COVINA AND SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY

Cash and Investments Three Year Comparison as of March 31, 2023

Quarter Ending	City	Agency*
3/31/2021	58,881,658	4,645,827
3/31/2022	75,252,393	3,672,179
33/31/2023.	85,260,927	3,631,254



The purpose of this schedule is to show, for comparison purposes, the total cash and investment values for the last 3 years.

*Successor Agency to Covina Redevelopment Agency

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

April 10, 2023

LAIF Home
PMIA Average Monthly Yields

CITY OF COVINA

CITY TREASURER
125 E. COLLEGE STREET
COVINA, CA 91723-2199

Tran Type Definitions

Account Number: 98-19-219

March 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/7/2023	3/7/2023	RW	1724611	1684960	THERESA FRANKE	-1,000,000.00
3/9/2023	3/9/2023	RW	1724699	1685050	THERESA FRANKE	-2,500,000.00
3/13/2023	3/13/2023	RW	1724785	1685142	THERESA FRANKE	-2,000,000.00
3/16/2023	3/16/2023	RW	1724989	1685345	THERESA FRANKE	-2,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	45,631,850.19
Total Withdrawal:	-7,500,000.00	Ending Balance:	38,131,850.19

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

April 10, 2023

LAIF Home
PMIA Average Monthly Yields

S/A CITY OF COVINA FOR COVINA
REDEVELOPMENT AGENCY
FINANCE DIRECTOR
125 EAST COLLEGE STREET
COVINA, CA 91723-2199

Tran Type Definitions

Account Number: 65-19-007

March 2023 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	534,403.03
Total Withdrawal:	0.00	Ending Balance:	534,403.03

Attachment A-7

State of California
Pooled Money Investment Account
Market Valuation
3/31/2023

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	$ 29,418,545,599.25	$ 29,779,495,353.47	$ 29,757,207,000.00	NA
Notes	$ 93,242,224,235.91	$ 93,212,620,838.86	$ 90,945,077,500.00	$ 288,849,618.00
Federal Agency:				
SBA	$ 322,209,737.47	$ 322,209,737.47	$ 321,868,141.12	$ 1,291,571.96
MBS-REMICs	$ 3,084,994.85	$ 3,084,994.85	$ 3,058,806.67	$ 13,760.19
Debentures	$ 10,349,812,980.86	$ 10,349,583,675.33	$ 10,206,571,800.00	$ 45,703,340.00
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 2,550,000,000.00	$ 2,550,000,000.00	$ 2,495,849,500.00	$ 25,411,824.00
Discount Notes	$ 25,242,636,340.20	$ 25,554,072,104.18	$ 25,548,182,500.00	NA
Supranational Debentures	$ 3,074,194,538.58	$ 3,074,194,538.58	$ 3,010,317,500.00	$ 11,201,903.00
Supranational Debentures FR	$ -	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -	$ -
Bank Notes	$ 200,000,000.00	$ 200,000,000.00	$ 200,045,234.42	$ 2,003,194.45
CDs and YCDs	$ 12,200,000,000.00	$ 12,200,000,000.00	$ 12,194,072,815.39	$ 141,674,375.01
Commercial Paper	$ 8,539,926,819.43	$ 8,629,619,069.50	$ 8,625,697,222.20	NA
Corporate:				
Bonds FR	$ -	$ -	$ -	$ -
Bonds	$ 454,676,266.87	$ 454,676,266.87	$ 432,355,270.00	$ 3,364,631.80
Repurchase Agreements	$ -	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -	$ -
Time Deposits	$ 5,237,000,000.00	$ 5,237,000,000.00	$ 5,237,000,000.00	NA
PMIA & GF Loans	$ 376,839,000.00	$ 376,839,000.00	$ 376,839,000.00	NA
TOTAL	$ 191,211,150,513.42	$ 191,943,395,579.11	$ 189,354,142,289.80	$ 519,514,218.41

Fair Value Including Accrued Interest $ 189,873,656,508.21

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.986510329).
As an example: if an agency has an account balance of $20,000,000.00, then the agency would report its participation in the LAIF valued at $19,730,206.58 or $20,000,000.00 x 0.986510329.

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023
Title: Purchase Agreement for Building Maintenance Division and Parks & Recreation Department – 3 Ford E-Transit Cargo Vans
Presented by: Andy Bullington, Director of Public Works
Recommendation: Authorize the City Manager to execute a Purchase Order with National Auto Fleet Group for the purchase of three (3) 2023 Ford E-Transit Cargo Vans in an amount not-to-exceed $188,278.14.

EXECUTIVE SUMMARY/BACKGROUND:

Assembly Bill 2766 was adopted in 1990 to provide a revenue stream for programs to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies. State law, *H&S Code Section 44223*, authorizes the Department of Motor Vehicles to collect a registration surcharge of $4 per vehicle to fund the AB 2766 Subvention Fund Program. Each year, South Coast Air Quality Management District distributes collected revenue on a quarterly basis to cities and counties in the South Coast Air Basin.

In an effort to best utilize AB 2766 Subvention Funds allocated to Covina, the City has made efforts to convert many of its older gas-powered fleet vehicles to either hybrid or zero-emission electric (EV) vehicles in order to reduce the City's carbon footprint. As proposed, the City will utilize local AB 2766 funds to replace three (3) aging fleet assets with new Ford E-Transit Cargo vans for use in the Public Works Department and Parks, Recreation and Library Services Department. The proposed acquisition would be made via a competitively bid purchasing agreement through Sourcewell, a cooperative procurement organization for public agencies. The

DISCUSSION:

As proposed, the City would purchase three (3) new 2023 Ford E-Transit Cargo Vans under the competitively bid Sourcewell Contract 091521-NAF. The terms of the contract make the negotiated pricing available to all public agencies in the United States, Canada, and Internationally. In accordance with the City's Purchasing Policy under CMC Sections 2.20.200 (Joint bidding with other governmental entities) and 2.20.210 (Joint purchasing agreement with other governmental entities), the City Council may use a competitive bid conducted by another public agency to purchase goods and services.

FISCAL IMPACT:

The total price of the three (3) cargo vans is $188,278.14. There is sufficient funding for the purchase of said vans in the Department of Public Works – Air Quality Management Division Budget account number (2500-2600-55550). No additional funding is necessary to complete the vehicle purchase.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Andy Bullington
Director of Public Works

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/29/2023

Quote ID: **34052**

Order Cut Off Date: **5/1/2023**

Andy Bullington
City of Covina
Public Works

534 N Barranaca

Covina, California, 91723

Dear Andy Bullington,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2023 Ford E-Transit Cargo Van (W1Y) T-350 130" Low Rf 9500 GVWR RWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	$58,190.00	$57,190.00	1.719 %	$114,380.00	$2,000.00
Tax (10.2500 %)		$5,861.98		$11,723.96	
Tire fee		$8.75		$17.50	
Total		$63,060.73		$126,121.46	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99K	Engine: Electric Motor, (STD)
TRANSMISSION	
Code	**Description**
44A	Transmission: Single-Speed, (STD)
WHEELS	
Code	**Description**
64H	Wheels: 16" Steel w/Full Silver Cover, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	Oxford White
SEAT TYPE	
Code	**Description**
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats
SEATING ARRANGEMENT	
Code	**Description**
21G	Dark Palazzo Gray Vinyl Bucket Seats, (STD)
OPTION PACKAGE	
Code	**Description**
101A	Order Code 101A
ADDITIONAL EQUIPMENT	
Code	**Description**
59C	Fleet Safety Package, -inc: With this package, the safety features are set to ON w/no driver ability to change settings, Reverse Speed Limiter, Auto High Beam, Lane Keeping Aid
543	Long-Arm Manual-Folding Power Adjusting Mirrors
55D	Front Fog Lamps, -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility
58C	Radio: AM/FM Stereo w/SYNC 4/SiriusXM w/360L, -inc: HD Radio, 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation w/3 years of service available through Ford Pro Intelligence, 4 speakers (front), Ford commercial solutions energy management and vehicle insight tools (access to the Ford

	charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year
86F	2 Additional Keys (4 Total), -inc: key fobs
66F	Multi-Level Fixed Shelving - Passenger Side Only
17P	6 Cargo Tie-Down Hooks
47U	Window Only Bulkhead
61D	360-Degree Camera w/Split View, -inc: front washer, Front, side and rear facing cameras allow the driver to toggle through different camera views via a button located on the instrument panel, Honeycomb Mesh Grille w/Chrome Surround, Reverse Sensing System, Front Fog Lamps, Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility
43R	Reverse Sensing System
61C	Vehicle Maintenance Monitor, -inc: Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status

2023 Fleet/Non-Retail Ford E-Transit Cargo Van T-350 130" Low Rf 9500 GVWR RWD

WINDOW STICKER

2023 Ford E-Transit Cargo Van T-350 130" Low Rf 9500 GVWR RWD

CODE	MODEL	MSRP
W1Y	2023 Ford E-Transit Cargo Van T-350 130" Low Rf 9500 GVWR RWD	$53,790.00
	OPTIONS	
99K	Engine: Electric Motor, (STD)	$0.00
44A	Transmission: Single-Speed, (STD)	$0.00
64H	Wheels: 16" Steel w/Full Silver Cover, (STD)	$0.00
YZ	Oxford White	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats, (STD)	$0.00
101A	Order Code 101A	$0.00
59C	Fleet Safety Package, -inc: With this package, the safety features are set to ON w/no driver ability to change settings, Reverse Speed Limiter, Auto High Beam, Lane Keeping Aid	$35.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	$60.00
55D	Front Fog Lamps, -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	INC
58C	Radio: AM/FM Stereo w/SYNC 4/SiriusXM w/360L, -inc: HD Radio, 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation w/3 years of service available through Ford Pro Intelligence, 4 speakers (front), Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year	$220.00
86F	2 Additional Keys (4 Total), -inc: key fobs	$70.00
66F	Multi-Level Fixed Shelving - Passenger Side Only	$605.00
17P	6 Cargo Tie-Down Hooks	$25.00
47U	Window Only Bulkhead	$835.00
61D	360-Degree Camera w/Split View, -inc: front washer, Front, side and rear facing cameras allow the driver to toggle through different camera views via a button located on the instrument panel, Honeycomb Mesh Grille w/Chrome Surround, Reverse Sensing System, Front Fog Lamps, Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	$655.00
43R	Reverse Sensing System	INC
61C	Vehicle Maintenance Monitor, -inc: Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$56,295.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$58,190.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Electric Motor (STD) With 68kWH standard range high-voltage battery.
Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 16" Steel w/Full Silver Cover (STD)

INTERIOR

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)

ADDITIONAL EQUIPMENT

Zero Evaporated Emissions System
Rear-Wheel Drive
Electric Axle
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
3800# Maximum Payload
GVWR: 9,500 lbs
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
Strut Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 12 Hrs Charge Time @ 220/240V and 68 kWh Capacity
Tires: 235/65R16C 121/119 R AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles

Black Side Mirrors w/Convex Spotter
Short-Arm Manual-Folding Power Adjust Mirrors
Light Tinted Glass
Rain Detecting Variable Intermittent Wipers
Fully Galvanized Steel Panels
Colored Grille w/Chrome Surround
Front License Plate Bracket
Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
Headlights-Automatic Highbeams
Laminated Glass
Radio w/Seek-Scan, Clock and Steering Wheel Controls
Radio: AM/FM Stereo w/SYNC 4 -inc: 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation w/3 years of service available through Ford Pro Intelligence, 4 speakers (front), Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year
Streaming Audio
Fixed Antenna
Bluetooth Wireless Phone Connectivity
1 LCD Monitor In The Front
4-Way Driver Seat
4-Way Passenger Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen and Trip Odometer
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Electronic Air Temperature Control
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Front Cloth Headliner
Piano Black/Metal-Look Gear Shifter Material
Vinyl Front Bucket Seats
Partial Floor Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting

Front Only Vinyl/Rubber Floor Covering
Cargo Space Lights
Driver Alert
Pre-Collision Assist w/Automatic Emergency Braking
Passenger-Side B-Pillar Assist Handle
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Systems Monitor
Analog Appearance
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
911 Assist Emergency Sos
Lane-Keeping System Lane Departure Warning
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
High Resolution Digital Camera Back-Up Camera

National Auto Fleet Group

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3/29/2023

Quote ID: **34053**

Order Cut Off Date: **5/1/2023**

Andy Bullington
City of Covina
Public Works

LISA's Van Replacement.

534 N Barranaca

Covina, California, 91723

Dear Andy Bullington,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2023 Ford E-Transit Cargo Van (W1Y) T-350 130" Low Rf 9500 GVWR RWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$57,370.00	$56,370.00	1.743 %	$1,000.00
Tax (10.2500 %)		$5,777.93		
Tire fee		$8.75		
Total		$62,156.68		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Purchase Order Instructions & Resources

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Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99K	Engine: Electric Motor, (STD)

TRANSMISSION	
Code	**Description**
44A	Transmission: Single-Speed, (STD)

WHEELS	
Code	**Description**
64H	Wheels: 16" Steel w/Full Silver Cover, (STD)

PRIMARY PAINT	
Code	**Description**
YZ	Oxford White

SEAT TYPE	
Code	**Description**
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats

SEATING ARRANGEMENT	
Code	**Description**
21G	Dark Palazzo Gray Vinyl Bucket Seats, (STD)

OPTION PACKAGE	
Code	**Description**
101A	Order Code 101A

ADDITIONAL EQUIPMENT	
Code	**Description**
59C	Fleet Safety Package, -inc: With this package, the safety features are set to ON w/no driver ability to change settings, Reverse Speed Limiter, Auto High Beam, Lane Keeping Aid
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors, -inc: turn signals
153	Front License Plate Bracket
55D	Front Fog Lamps, -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility
63G	White Noise Back Up Alarm
58C	Radio: AM/FM Stereo w/SYNC 4/SiriusXM w/360L, -inc: HD Radio, 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation w/3

	years of service available through Ford Pro Intelligence, 4 speakers (front), Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year
86F	2 Additional Keys (4 Total), -inc: key fobs
96D	Load Area Protection Package, -inc: full-height polypropylene cargo area panels, Front & Rear Vinyl Floor Covering, wheel well liners
16E	Front & Rear Vinyl Floor Covering, -inc: wheel well liners
17P	6 Cargo Tie-Down Hooks
61D	360-Degree Camera w/Split View, -inc: front washer, Front, side and rear facing cameras allow the driver to toggle through different camera views via a button located on the instrument panel, Honeycomb Mesh Grille w/Chrome Surround, Reverse Sensing System, Front Fog Lamps, Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility
43R	Reverse Sensing System
61C	Vehicle Maintenance Monitor, -inc: Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status

2023 Fleet/Non-Retail Ford E-Transit Cargo Van T-350 130" Low Rf 9500 GVWR RWD

WINDOW STICKER

2023 Ford E-Transit Cargo Van T-350 130" Low Rf 9500 GVWR RWD

CODE	MODEL	MSRP
W1Y	2023 Ford E-Transit Cargo Van T-350 130" Low Rf 9500 GVWR RWD	$53,790.00
	OPTIONS	
99K	Engine: Electric Motor, (STD)	$0.00
44A	Transmission: Single-Speed, (STD)	$0.00
64H	Wheels: 16" Steel w/Full Silver Cover, (STD)	$0.00
YZ	Oxford White	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats, (STD)	$0.00
101A	Order Code 101A	$0.00
59C	Fleet Safety Package, -inc: With this package, the safety features are set to ON w/no driver ability to change settings, Reverse Speed Limiter, Auto High Beam, Lane Keeping Aid	$35.00
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors, -inc: turn signals	$150.00
153	Front License Plate Bracket	$0.00
55D	Front Fog Lamps, -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	INC
63G	White Noise Back Up Alarm	$160.00
58C	Radio: AM/FM Stereo w/SYNC 4/SiriusXM w/360L, -inc: HD Radio, 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation w/3 years of service available through Ford Pro Intelligence, 4 speakers (front), Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year	$220.00
86F	2 Additional Keys (4 Total), -inc: key fobs	$70.00
96D	Load Area Protection Package, -inc: full-height polypropylene cargo area panels, Front & Rear Vinyl Floor Covering, wheel well liners	$370.00
16E	Front & Rear Vinyl Floor Covering, -inc: wheel well liners	$0.00
17P	6 Cargo Tie-Down Hooks	$25.00
61D	360-Degree Camera w/Split View, -inc: front washer, Front, side and rear facing cameras allow the driver to toggle through different camera views via a button located on the instrument panel, Honeycomb Mesh Grille w/Chrome Surround, Reverse Sensing System, Front Fog Lamps, Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	$655.00
43R	Reverse Sensing System	INC
61C	Vehicle Maintenance Monitor, -inc: Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$55,475.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$57,370.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Electric Motor (STD) With 68kWH standard range high-voltage battery.
Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 16" Steel w/Full Silver Cover (STD)

INTERIOR

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)

ADDITIONAL EQUIPMENT

Zero Evaporated Emissions System
Rear-Wheel Drive
Electric Axle
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
3800# Maximum Payload
GVWR: 9,500 lbs
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
Strut Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 12 Hrs Charge Time @ 220/240V and 68 kWh Capacity
Tires: 235/65R16C 121/119 R AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles

Black Side Mirrors w/Convex Spotter
Short-Arm Manual-Folding Power Adjust Mirrors
Light Tinted Glass
Rain Detecting Variable Intermittent Wipers
Fully Galvanized Steel Panels
Colored Grille w/Chrome Surround
Front License Plate Bracket
Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
Headlights-Automatic Highbeams
Laminated Glass
Radio w/Seek-Scan, Clock and Steering Wheel Controls
Radio: AM/FM Stereo w/SYNC 4 -inc: 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation w/3 years of service available through Ford Pro Intelligence, 4 speakers (front), Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year
Streaming Audio
Fixed Antenna
Bluetooth Wireless Phone Connectivity
1 LCD Monitor In The Front
4-Way Driver Seat
4-Way Passenger Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen and Trip Odometer
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Electronic Air Temperature Control
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Front Cloth Headliner
Piano Black/Metal-Look Gear Shifter Material
Vinyl Front Bucket Seats
Partial Floor Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting

Front Only Vinyl/Rubber Floor Covering
Cargo Space Lights
Driver Alert
Pre-Collision Assist w/Automatic Emergency Braking
Passenger-Side B-Pillar Assist Handle
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Systems Monitor
Analog Appearance
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
911 Assist Emergency Sos
Lane-Keeping System Lane Departure Warning
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
High Resolution Digital Camera Back-Up Camera

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Resolution CC 2023-22, Authorizing the Application for the Urban and Community Forestry Grant Program Funds (Green Schoolyards Planning Grant) from the California Department of Forestry and Fire Protection (CalFire)

Presented by: Brian K. Lee, Director of Community Development, AICP

Recommendation: Staff recommends that the City Council adopt Resolution CC 2023-22.

EXECUTIVE SUMMARY:

In late 2022, the City and Charter Oak Unified School District ("District") established a cooperative framework related to the potential enhancement and reuse of some outdoor spaces at school campuses. As proposed, the City and District would identify school campuses that could provide a significant public benefit, including enhancing fields for student use, utilizing drought-tolerant landscape and irrigation systems to reduce water consumption and expanding the public's use of renovated fields during school off-hours.

Recently, a unique grant opportunity opened under the CalFire Green Schoolyard Program that could further the City/District's partnership. As proposed, the City will prepare an application to fund the planning/design of a Green Schoolyard project at Royal Oak Middle School, located at l303 S. Glendora Avenue, in Covina. The application is specifically for the costs associated with planning & design, such as research, landscape design, civil drawings/LID preparation, and community outreach/engagement. At the end of this grant period, if awarded, the City may reapply for implementation funding from CalFire to include the installation of turf and new athletic fields, stormwater treatment and capture, drought tolerant/native landscaping, and other appurtenances.

The CalFire grant application requires that the applicant/agency's board or governing body adopt a resolution approving the submittal of an application for and reception of grant funds should the applicant be selected as an awardee for the grant. The total cost for the grant application is $12,510 – which will be shared equally by the City and District in accordance with the established Memorandum of Understanding between the two agencies.

BACKGROUND/DISCUSSION

On November 16, 2022, the City and Charter Oak Unified School District entered into a Memorandum of Understanding (MOU) to cooperatively prepare and submit grant applications to fund the design and installation of features at the existing Royal Oak Middle School, Schoolyard, to include the installation of turf and new the athletic fields, stormwater treatment and capture, drought tolerant/native landscaping and trees, and other appurtenances. The City and Charter Oak Unified School District also intend to prepare a separate joint use agreement to set forth the parameters for the City's use and the District's School Facilities and other District-owned recreational, athletic, and other school facilities when school is not in session.

The California Department of Forestry and Fire (CalFire) is currently offering a Green Schoolyard Planning Grant with the purpose of greening schoolyards to protect the health, well-being, and educational opportunity of children most vulnerable to increasing temperatures and extreme heat across California. Applications targeting these funds should include how the project can reduce greenhouse gas (GHG) emissions, mitigate extreme heat, enhance learning environments, increase water supply, reduce energy use, manage stormwater, improve access to recreation, and improve public health. At the end of this grant period, if awarded, the City may reapply for an implementation grant, to fund the materials, installation, and construction portion of the project.

FISCAL IMPACT:

None at this time.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Brian K. Lee
Director of Community Development

RESOLUTION CC 2023-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

WHEREAS, the Governor of the State of California in cooperation with the State Legislature has appropriated General Funds for the state's urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program; and

WHEREAS, said procedures established by the Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban forestry project.

NOW, THEREFORE, THE CITY OF 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. Approve the filing of an application for the Urban and Community Forestry grant program funds and certify and/or appoint the following:

1. Certify that said applicant has or will have sufficient funds to operate and maintain the project.

2. Certify that funds under the jurisdiction of Covina are available to begin the project.

3. Certify that said applicant will expend grant funds prior to March 30, 2026.

4. Appoint the City Manager, or a designee, as agent of the City of Covina to conduct negotiations, execute and submit all documents including, but no limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

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 18th day of April, 2023.

City of Covina, California

BY: _____
WALT ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-22 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023
Title: Resolution CC 2023-26, Amending the Fiscal Year 2022-2023 Operating Budget and Approving an Appropriation of $315,000 as per a Development Agreement with PS Southern California One, Inc., and Making a Determination of Exemption from CEQA
Presented by: Brian K. Lee, AICP, Director of Community Development
Recommendation: Adopt Resolution CC 2023-26.

EXECUTIVE SUMMARY/BACKGROUND

As part of the Public Storage Development to be located at 1330 E Cypress Avenue in Covina, the City entered into a Development Agreement with PS Southern California One, Inc. The City Council adopted Ordinance 22-20, approving a Development Agreement with PS Southern California One, Inc. on December 6, 2022, and the Development Agreement was subsequently executed and filed with the Los Angeles County Clerk on March 15, 2023. Per Section 5 of the Agreement, Owner (PS Southern California One, Inc.) supplied a payment of $315,000 to the City of Covina which is to be used for City Infrastructure projects.

DISCUSSION:

As proposed, the funds would be utilized for design, planning, construction, and related services for various ongoing city projects, such as to supplement local match requirements for Covina Recreation Village grant funding, Charter Oak Unified School District Recreation Field design (per the MOU between the City of Covina and Charter Oak Unified School District), Covina Co-Work Incubator, and/or Covina Theater improvements, and/or acquisition or planning services related to the Frontier Property to name a few.

It is recommended that the Council adopt Resolution CC 2023-26 (Attachment A), appropriating these funds into the Planning Account 1010-4010-55100 to be utilized for City Infrastructure which includes but is not limited to any City-Owned public facility such as streets, landscaping, parking lots, and utilities, or the acquisition of future City-Owned and maintained facilities such as those current projects described.

FISCAL IMPACT:

The appropriation of $315,000 is from the cash payment to the City of Covina from PS Southern California One, Inc., (Revenue Account 1010-4010-48990), pursuant to the Development Agreement adopted by City Council on December 6, 2022. No General Fund monies would be utilized for these projects.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This action is exempt from the California Environmental Quality Act (CEQA).

Respectfully submitted,

Brian K. Lee
Director of Community Development

RESOLUTION CC 2023- 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-2023 OPERATING BUDGET AND APPROVING THE APPROPRIATION OF $315,000.0000 FROM A PAYMENT FOR CITY INFRASTRUCTURE FROM PS SOUTHERN CALIFORNIA ONE, INC. INTO PLANNING ACCOUNT 1010-4010-55100 FOR VARIOUS CAPITAL INFRASTRUCTURE PROJECTS WITHIN THE CITY OF COVINA

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

WHEREAS, the budget for the City of Covina for the fiscal year commencing July 1, 2022, and ending on June 30, 2023, was approved on May 17, 2022; and

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

WHEREAS, on occasion, the City Council will deem it necessary to amend the Operating Budget to create a new budget allocation in order to facilitate a project the City Council deems necessary and important; and

WHEREAS, those amendments (allocations) to the Budget shall be by approval and memorialized by Resolution of the City Council; and

WHEREAS, The City Council of the City of Covina adopted Ordinance 22-20, approving a Development Agreement between the City of Covina and PS Southern California Once, Inc.; and

WHEREAS, under Section 5 of the aforementioned Agreement, PS Southern California One, Inc., supplied a payment of $315,000 to the City of Covina for use by the City for the design and/or construction of City Infrastructure within the municipal boundaries of the City of Covina; and

WHEREAS, The City Council of the City of Covina wishes to establish a new budget allocation in order to facilitate various capital infrastructure improvement projects within the City of Covina; and

WHEREAS, the appropriation of the $315,000 payment from PS Southern California One, Inc., is cost-neutral to the General Fund.

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

SECTION 1. Amend the fiscal year 2022-2023 Operating Budget as follows:

Account Number	Account Title	Original Budget	Increase	Amended Budget
1010-4010-48990	Planning Revenue Account	$0	$315,000	$315,000
1010-4010-55100	Planning Account Buildings & Structures	$0	$315,000	$315,000

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

APPROVED and **PASSED** this 18th day of April, 2023.

City of Covina, California

BY: _____
WALTER ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-26 duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Resolution CC 2023-24 Approving and Recordation of Tract No. 83343 (Century Communities) Located at 155 E. Covina Boulevard

Presented by: Andy Bullington, Director of Public Works
Rafael Fajardo, City Engineer

Recommendation: Adopt Resolution CC 2023-24 approving the recordation of Tract No. 83343 (Century Communities) located at 155 E. Covina Boulevard.

EXECUTIVE SUMMARY:

Resolution CC 2023-24 (Attachment A) is presented for the City Council's consideration to approve the recordation of Tract No. 83343 (Century Communities) located at 155 E. Covina Boulevard and authorizing the City Manager to execute the Subdivision Improvement Agreement (Attachment B) between the City and Covina Blvd., LLC (Century Communities) for the public improvements required for Tract No. 83343.

BACKGROUND:

On November 29, 2016, the City Council certified the Final Environmental Impact Report (EIR) for the Covina Forward Specific Plan Project. The City Council also approved a General Plan Amendment, the Covina Forward Specific Plan, and the iTEC Transit Oriented Mixed-Use development consisting of a residential component (Planning Area 1), a transit/civic component (Planning Area 2), and a public/civic component (Planning Area 3). The residential component has been completed with the construction of 117 townhomes on 6.12 acres, the transit/civic component has been completed with the construction of a park and ride facility and bus transit station on 2.99 acres, and the public/civic component is a vacant 1.55-acre property.

On October 15, 2019, the City Council approved a non-binding Memorandum of Understanding (MOU) with Sheldon Development, LLC, which subsequently became Covina Blvd., LLC to negotiate an Exchange Agreement and Escrow Instructions (EA) for the exchange of property owned by the City located at 155 E. Covina Boulevard and property under control of Covina Blvd., LLC located at 601 E. San Bernardino Road.

On June 15, 2021, the City Council approved the EA. Pursuant to the terms of the EA, it is the responsibility of Covina Blvd., LLC to apply for, and obtain the required and necessary land use entitlements to allow for the development of a transit-oriented residential project at 155 E. Covina Boulevard, designated as Planning Area 3, Covina Forward Specific Plan. Covina Blvd., LLC made a timely submittal of the appropriate land use entitlement application materials consisting of General Plan Amendment (GPA) 21-1, Covina Forward Specific Plan Amendment 21-1, Major Site Plan Review (SPR) 21-87, Tentative Tract Map (TTM) No. 73343, and Addendum to the Covina Forward Specific Plan Final Environmental Impact Report.

On January 18, 2022, the Covina City Council conditionally approved the GPA Amendment, the Covina Forward Specific Plan Amendment, SPR 21-87, Tentative Tract Map No. 83343, and an amendment to the adopted EIR.

DISCUSSION:

The City Engineer has reviewed the Tract Map (Attachment C) and has determined, in accordance with the provisions of Chapter 16.14 (Final Maps and Parcel Maps) of the Covina Municipal Code, that all conditions for

the approval of Tract No. 83343 have been met. Approval of the Tract Map by the City Council will allow recordation of the map by Los Angeles County; completing the subdivision process.

Prior to the recordation of the Tract Map, the developer must enter into a Subdivision Improvement Agreement with the City of Covina to ensure the installation of all necessary improvements including street, signing and striping, lighting, median and parkway landscaping, sewer, and water improvements.

FISCAL IMPACT:

There is no fiscal impact to the City associated with the approval of Tract No. 83343.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

During the review process, the City Council adopted Resolution CC 2022-03 approving an amendment to the Covina Forward Specific Plan Final Environmental Impact Report.

Respectfully submitted,

Andy Bullington
Director of Public Works

Rafael M. Fajardo
City Engineer

1 NUMBERED LOT
1.459 ACRES

TRACT NO. 83343

SHEET 1 OF 3 SHEETS

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

BEING A SUBDIVISION OF LOT 2 OF VESTING TRACT NO. 74512-2 AS PER MAP RECORDED IN BOOK 1410, PAGES 22 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATES OF SURVEY:
AUGUST, 2020
JUNE, 2022

OWNER'S STATEMENT

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

WE HEREBY DEDICATE TO THE CITY OF COVINA AN EASEMENT FOR INGRESS AND EGRESS, SANITARY SEWER, WATER, PUBLIC UTILITY, FIRE LANE AND EMERGENCY ACCESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO.

CENTURY COMMUNITIES OF CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: _____

THOMAS J. HILDEBRANDT
DIVISION PRESIDENT

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____ BEFORE ME, _____,

_____, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 38 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

SIGNATURE OMISSIONS

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

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, HOLDER OF AN EASEMENT FOR FACILITIES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JULY 18, 2018 AS INSTRUMENT NO. 20180717029 OF OFFICIAL RECORDS. THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHELDON DEVELOPMENT, LLC, ON JULY 28, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP; THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.

PROFESSIONAL LAND SURVEYOR
DANE P. MCDOUGALL
L.S. 9297
STATE OF CALIFORNIA

_____

DANE P. MCDOUGALL — DATE
L.S. 9297

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF COVINA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLETED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR
DAVID G. GILBERTSON
No. 6941
STATE OF CALIFORNIA

_____

DAVID G. GILBERTSON — DATE
CITY ENGINEER, CITY OF COVINA
L.S. 6941

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF COVINA ON _____, APPROVED THIS MAP. SAID COUNCIL DID ACCEPT ON BEHALF OF THE CITY, THE EASEMENTS FOR INGRESS AND EGRESS, SANITARY SEWER, WATER, PUBLIC UTILITY, FIRE LANE AND EMERGENCY ACCESS PURPOSES, SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO.

_____

ANDREW ALEMAN — DATE
CITY CLERK

SPECIAL ASSESSMENT STATEMENT

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

_____

ANDREW ALEMAN — DATE
CITY CLERK

COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 83343 AS REQUIRED BY LAW.

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

BY _____ _____
DEPUTY DATE

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

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

BY _____ _____
DEPUTY DATE

SCALE: 1" = 60'

TRACT NO. 83343

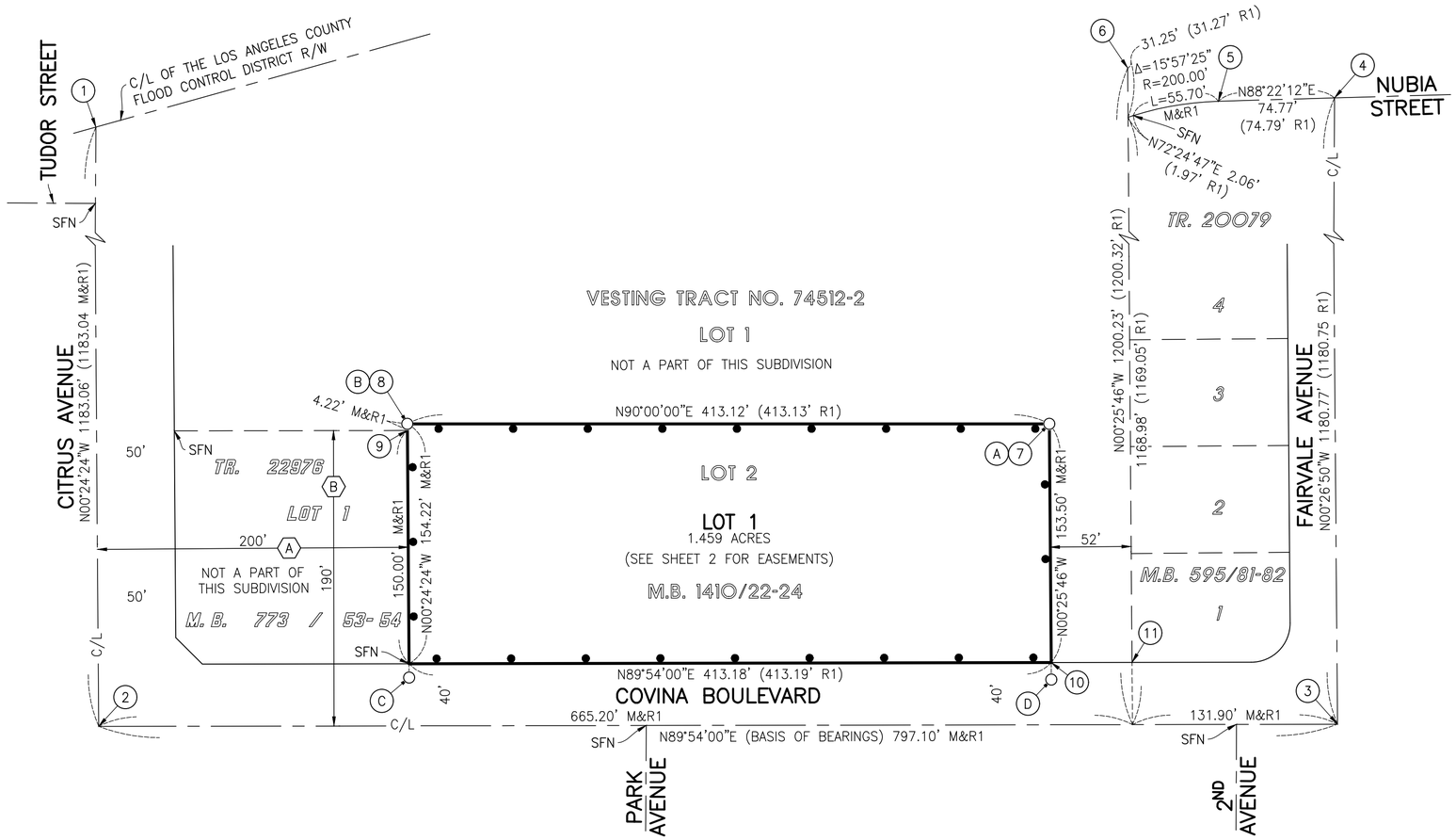
IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATES OF SURVEY:
AUGUST, 2020
JUNE, 2022

BOUNDARY ESTABLISHMENT



MONUMENT NOTES

1. FOUND LEAD AND TACK FLUSH IN CONCRETE BRIDGE DECK SHOWN ON TRACT NO. 22976, M.B. 773/53–54 AND R1. ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT–OF–WAY AND THE CENTERLINE OF CITRUS AVENUE.
2. FOUND 4" BRASS CAP STAMPED "RE 5869 LA COUNTY SURVEY TRAVERSE STATION CONTROL SYSTEM COVINA B–1 FOR INFO SEE COUNTY ENGINEER" IN WELL MONUMENT, SHOWN ON P.W.F.B. 1432–1077–1078 AND R1, DOWN 1.3'. ACCEPTED AS THE CENTERLINE INTERSECTION OF CITRUS AVENUE AND COVINA BOULEVARD
3. FOUND PUNCHED SPIKE AND WASHER WITH NO MARKING, SHOWN ON R1, DOWN 0.1'. ACCEPTED AS THE CENTERLINE INTERSECTION OF COVINA BOULEVARD AND FAIRVALE AVENUE.
4. FOUND GEAR SPIKE AND WASHER STAMPED "LS 6957" PER P.W.F.B. 1532–1825–1826, FLUSH. ACCEPTED AS THE CENTERLINE INTERSECTION OF FAIRVALE AVENUE AND NUBIA STREET.
5. FOUND GEAR SPIKE AND WASHER STAMPED "LS 6957" PER P.W.F.B. 1532–1825–1826, FLUSH. ACCEPTED AS THE BEGINNING OF CURVE OF THE CENTERLINE OF NUBIA STREET.
6. FOUND 2" IRON PIPE WITH NAIL AND TAG "LS 3173" PER TRACT NO. 34353, M.B. 892/53–55, DOWN 0.2'. ACCEPTED AS NORTHEAST CORNER OF LOT 4 OF TRACT NO. 22976, M.B. 773/53–54.
7. FOUND 2" IRON PIPE WITH PUNCHED ALUMINUM CAP STAMPED "P.L.S. 9305", FLUSH, S31°04'01"W 0.40' FROM NORTHEAST CORNER OF LOT 2 OF R1 PER R2.
8. FOUND LEAD, TACK, AND TAG, "PLS 9305" FLUSH IN CONCRETE, S64°40'43"W 0.20' FROM NORTHWEST CORNER OF LOT 2 OF R1 PER R2.
9. FOUND LEAD, TACK, AND TAG, "PLS 9305" FLUSH IN CONCRETE, S70°21'39"W 0.22' FROM NORTHEAST CORNER OF LOT 1 OF TRACT NO. 22976, M.B. 773/53–54 PER R2.
10. FOUND LEAD, TACK, AND TAG, "PLS 9305" FLUSH IN CONCRETE, S39°05'23"W 0.40' FROM SOUTHEAST CORNER OF LOT 2 OF R1 PER R2.
11. FOUND LEAD, TACK, AND TAG, "PLS 9305" FLUSH IN CONCRETE, S10°45'22"W 1.38' FROM SOUTHEAST CORNER OF LOT 1 OF R1 PER R2.

(A) LEAD, TACK, AND TAG "LS 9297" TO BE SET FLUSH IN CONCRETE.

(B) 2" IRON PIPE WITH NAIL AND TAG "LS 9297" TO BE SET FLUSH.

(C) LEAD, TACK, AND TAG "LS 9297" TO BE SET FLUSH ON TOP OF CURB, OFFSET SOUTHERLY 9.00' ALONG THE SIDELINE PROLONGATION.

(D) LEAD, TACK, AND TAG "LS 9297" TO BE SET FLUSH ON TOP OF CURB, OFFSET SOUTHERLY 11.00' ALONG THE SIDELINE PROLONGATION.

○ INDICATES MONUMENT TO BE SET PER ABOVE REFERENCED NOTE.

ESTABLISHMENT NOTES

(A) ESTABLISHED THE WEST LINE OF LOT 2 OF R1 PARALLEL WITH AND 200.00 FEET EASTERLY OF THE CENTERLINE OF CITRUS AVENUE PER R1.

(B) ESTABLISHED THE NORTH LINE OF LOT 1 OF TRACT NO. 22976, M.B. 773/53–54 PARALLEL WITH AND 190.00 FEET NORTHERLY OF THE CENTERLINE OF COVINA BOULEVARD PER R1.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 89°54'00" EAST OF THE CENTERLINE OF COVINA BOULEVARD AS SHOWN ON R1.

LEGEND

—●———●— INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

R1 – VESTING TRACT NO. 74512–2, M.B. 1410/22–24

R2 – CERTIFICATE OF CORRECTION PER INSTRUMENT NO. 20220983013 O.R.

( ) – INDICATES RECORD OR CALCULATED DATA.

SFN – INDICATES SEARCHED, FOUND NOTHING.

SCALE: 1" = 20'

TRACT NO. 83343

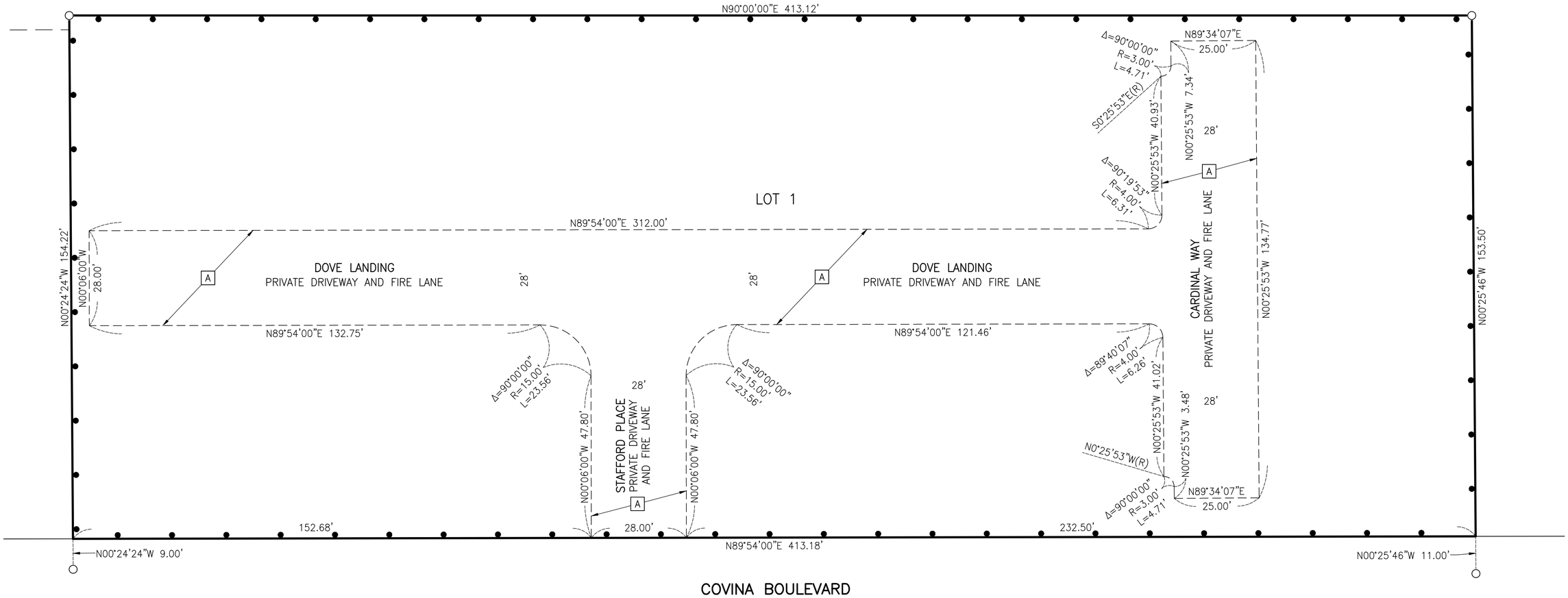
IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATES OF SURVEY:
AUGUST, 2020
JUNE, 2022

EASEMENT DETAIL



EASEMENT NOTE

A AN EASEMENT FOR INGRESS AND EGRESS, SANITARY SEWER, WATER, PUBLIC UTILITY, FIRE LANE AND EMERGENCY ACCESS PURPOSES DEDICATED TO THE CITY OF COVINA HEREON.

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF COVINA
125 E. College Street
Covina, CA 91723
ATTN: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code Section 27383

CITY OF COVINA, CALIFORNIA

By: _____
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

FINAL TRACT MAP NO. 83343

between

THE CITY OF COVINA,

a California municipal corporation

and

CENTURY COMMUNITIES OF CALIFORNIA, LLC

a Delaware Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
FINAL TRACT MAP NO. 83343

I. PARTIES AND DATE.

This **Subdivision Improvement Agreement for Completion of Public Improvements ("Agreement")** is entered into as of this ___ day of 20____, by and between the **City of Covina, a California municipal corporation ("City") and Century Communities of California, LLC, a Delaware Limited Liability Company,** with its principal office located at 4695 MacArthur Court, Suite 300, Newport Beach, California 92660 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. The CITY approved **Tentative Tract Map No. 83343** on **January 18, 2022** (the "Tentative Tract Map"), subject to certain conditions of approval, which conditions include construction of certain public improvements pursuant to Covina's Municipal Code Chapters 16.14 and 16.30, the Subdivision Map Act (Gov. Code, § 66410 *et seq.*) ("Map Act"), the conditions of approval for the Tentative Tract Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land (collectively, the "Improvements") as set forth in **Exhibit "B"** attached hereto and incorporated into this Agreement.

B. The Developer has filed the final map (the "Final Map") for the Tract No. 83343 (the "Tract") with the City Engineer of the City of Covina for presentation to the City Council of the City of Covina (the "City Council") for the Final Map approval. The Tract is legally described in **Exhibit "A"** attached hereto and incorporated into this Agreement.

C. Developer has not completed the Improvements.

D. Pursuant to Covina Municipal Code Section 16.14.040 and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Improvements and the furnishing of the security therefor, acceptable to the Public Works Director and City Attorney, for the Tract.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

63002.00002\7631985.1

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied:

(a) Developer provides City with security of the type and in the amounts required by this Agreement;
(b) Developer executes and records this Agreement in the Recorder's Office of the County of Los Angeles (the recording of this Agreement shall be concurrent with the recording of the Final Map);
(c) the City Council of the City ("City Council") approves the Final Map for the Tract; and
(d) Developer records the Final Map in the Recorder's Office of the County of Los Angeles (the recording of the Final Map shall be concurrent with the recording of this Agreement).

If the above-described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer shall not thereafter record this Agreement or the Final Map.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability the Improvements specifically described in Exhibit "B" as shown in detail on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer for the Tract ("Plans"). Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety as shown on the Plans. To the extent not shown on the Plans, the Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the Public Works Director and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements, as well as any replacement, relocation, or removal of any irrigation water system including payment of all fees, costs and expenses necessary for the completion of all work and Improvements specified herein.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Improvements or assure their completion in accordance with this Agreement and within the time required and specified by City.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written

statement with the City Clerk and the Public Works Director, signed by Developer and each utility which will provide utility service to the Tract, attesting that Developer has made all deposits legally required by the utility including any utility owned, operated, maintained or controlled by City for the extension and provision of utility service to the Tract.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Improvement until all Plans for such Improvement have been submitted to and approved by the Public Works Director, or his or her designee. Approval by the Public Works Director shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance with Laws and Codes. The Plans for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Improvements shall be completed in accordance with all approved Plans thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, certificates and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, certificates and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Public Improvements. The Improvements in **Exhibit "B"** are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on the Plans. If during the course of construction and installation of the Improvements it is determined that the alterations in the Improvements are reasonably and legally required, Developer shall undertake such design and construction; provided, that all such changes or alterations do not exceed 10 percent of the original estimated cost of the Improvements. Any and all such alterations in the Plans within the amount specified above, may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Use of Public Improvements Prior to City's Acceptance. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to City's acceptance of the Improvements.

2.8 Developer's Obligation to Warn Public During Construction. Until final acceptance of the Improvements, Developer shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous condition, and shall do whatever is necessary, needed or required to immediately remove, and/or make safe the dangerous condition.

3.0 Maintenance of Public Improvements and Landscaping. Developer shall maintain all the Improvements in a state of good repair until all the following conditions are satisfied: (1) such Improvements are completed by Developer; (2) such Improvements are approved and accepted by the City; and (3) the security for the performance of this Agreement is released. The warranty time period that pertains to Developer's maintenance of the Improvements and landscaping is set forth in Section 12.0 of this Agreement. Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping pertaining to the Improvements in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for the maintenance or care of the Improvements, nor will the City exercise any control over such Improvements, until after the applicable warranty period expires and the City accepts them.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.0 of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within twelve (12) months of the date on which the City make a written request to Developer to commence construction of such Improvements or the date on which Developer has commenced construction of such Improvements, whichever date occurs first.

4.1 Extensions. City may, in its reasonable discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer, and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to Developer's breach of this Agreement or the terms thereof for failure to complete the Public Improvements shall not accrue until Developer has provided the Public Works Director with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Tract shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Tract in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Tract.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Improvements and areas where construction of the Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof or such other

amount of time established in City's sole discretion as may be reasonably required to do so. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the Noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Public Improvements; As-Built or Record Drawings. If the Improvements are properly completed by Developer and approved by the Public Works Director, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Improvements by City, Developer shall file with the Recorder's Office of the County of Los Angeles a notice of completion for the accepted Improvements in accordance with California Civil Code section 8182, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. If the Tract was approved and recorded as a single-phase map, City shall not accept any one or more of the Improvements until all of the Improvements are completed by Developer and approved by City. If the Tract was approved and recorded as a multiple-phased map, City shall not accept any one or more of the Improvements until all of the Improvements for all phases are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located

on the Tract shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the Public Works Director for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Tract in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work, approval, and acceptance of the work by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, and shall sweep the streets within the Tract and shall maintain all landscaping within the Tract, all in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the Public Works Director. All maintenance, repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for the repaired, replaced, or reconstructed Improvements for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement. The surety's liability under any bonds or other forms of security provided pursuant to this Agreement shall be released only upon final completion and City's acceptance of the work required pursuant to this Agreement.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the Public Works Director's approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its reasonable discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One Million Two Hundred and Fifty-Six Thousand Dollars ($1,256,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the Public Works Director, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of

approval for the Tract, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Final Map.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Million Two Hundred and Fifty-Six Thousand Dollars ($1,256,000.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the Public Works Director after six (6) months from the date City accepts the final Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Subdivision Warranty Bond. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by the Public Works Director against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the Improvements.

13.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation on the Security.

13.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in **Exhibit "C"**, unless other forms are deemed acceptable by the Public Works Director and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as **Exhibit "C"** and incorporated herein by this reference.

14.0 Monument Security. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall provide City a Monument bond in the amount of **Four Thousand Dollars ($4,000.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the Public Works Director. Said Monument bond may be released by written authorization of the Public Works Director after all required Subdivision Monuments are accepted by the Public Works

Director, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for the Tract.

15.0 Indemnification. City, its officers, elected officials, directors, employees or agents thereof shall not be liable for injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents, officers, or employees in the performance of this Agreement. Developer further agrees to defend, indemnify, protect and hold harmless and defend City, its elected officials, directors, and employees from any and all claims, demands, causes or action, liability or loss, damage or injury of any sort caused by, or resulting from the acts or omissions, negligence, or willful misconduct of Developer, its officers, agents, contractors, or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss caused by, or resulting from, in whole or in part, the design or construction of the Improvements. This indemnification and agreement to hold harmless, protect, indemnify and defend, shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision, and the Improvements, by Developer, its officers, agents, contractors, or employees as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters by Developer from the design or construction of public drainage systems, streets and other improvements. To the fullest extent permitted by law, Developer's total liability to City and anyone claiming by, through, or under City for any claim, demand, cause of action, liability, loss, damage, or injury caused in part by Developer's negligence and in part by City's negligence or any other negligent entity or individual, shall not exceed the percentage share that Developer bears to the total negligence of City, Developer, and all other negligent entities and individuals. Acceptance by the City of the Improvements shall not constitute an assumption by the City of any responsibility for the design or construction of the subdivision or the Improvements pursuant to the approved Plans or the Final Map, regardless of any negligent action or inaction taken by the City in approving the Plans or the Final Map, unless the particular improvement design was specifically required by City over written objection by Developer submitted to the Public Works Director before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the Public Improvements, the Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect within the applicable statute of limitations period for the alleged design or construction defect by Developer, its officers, agents, contractors, or employees; however, Developer shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the date of substantial completion of the Public Improvements as set forth in Code of Civil Procedure Section 337.15(g). It is the intent of this section that Developer shall be responsible for all liability for Developer design and construction of the Public Improvements installed or work done by Developer, its officers, agents, contractors, or employees pursuant to this Agreement within the applicable statutes of limitation and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

15.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation SB 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. 16.0 Insurance.

16.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

16.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage.

16.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than $2,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

16.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than $2,000,000 per occurrence, at all times during which insured retains employees.

16.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than $2,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements.

16.2 Deductibles. Developer shall be solely responsible for paying such deductibles or self-insured retentions and under no circumstances shall Developer withhold payment of such deductibles or self-insured retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

16.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard

separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

16.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, directors, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

16.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance, which will include all material information regarding the amount of coverage, any deductible or self-insured retention amount, and any non-industry standard exclusions from coverage. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

16.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. Developer shall provide 30 days' prior written notice to City of any suspension, voiding, reduction, cancellation, or expiration of the Required Insurance.

16.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

17.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

18.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Tract, nor any other related entitlement, permit, or approval issued by City for the Tract shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.0 General Provisions.

19.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

19.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Covina
125 E. College Street
Covina, CA 91723
Attn: Engineering Section
(626) 384-5490

DEVELOPER:

Century Communities of California, LLC
4695 MacArthur Court, Suite 300
Newport Beach, CA 92660
Attn: Brian Taylor and Justin Brewer
(949) 420-9531

With a copy to:

Century Communities, Inc.
7330 North Palm Avenue, Suite 105
Fresno, CA 93711
Attn: Holly Traube Cordova, Esq.
(661) 487-6080

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. Said written consent shall not be unreasonably withheld.

19.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

19.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Tract, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual

attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

19.13 Legal Responsibilities. The Developer shall keep itself informed of all local, State and Federal Laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. The Developer shall at all times observe and comply with all such laws and regulations and shall require its contractors and subcontractors to comply with all such laws and regulations. The City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of the Developer to comply with this Section.

19.14 No Vesting of Rights. Performance by Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance other than what rights might already be vested from the Vesting Tentative Tract Map.

19.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

SIGNATURE PAGE TO
SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP NO. 83343

CITY OF COVINA
a California municipal corporation

By: _____
City Manager
City of Covina

Dated: _____, 20___

ATTEST:

By: _____
(signature)

_____
City Clerk
City of Covina

CENTURY COMMUNITIES OF CALIFORNIA, LLC,
a Delaware Limited Liability Company

By: [signature]
(signature)

Its: Justin Brewer - Division President

Dated: March 15th, 2023

By: _____
(signature)

Its: _____

Dated: _____, 20___

NOTE: **DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

ACKNOWLEDGMENT

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

State of California
County of Orange)

On March 15, 2023 before me, Devin Broderick, a Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

DEVIN BRODERICK
Notary Public - California
Orange County
Commission # 2393478
My Comm. Expires Feb 9, 2026

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

FINAL TRACT MAP NO. 83343

LEGAL DESCRIPTION

A.P.N.: 8406-019-098

A SUBDIVISION OF LOT 2 OF VESTING TRACT NO. 74512-2 AS PER MAP RECORDED IN BOOK 1410, PAGES 22 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

EXHIBIT "B"

LIST OF IMPROVEMENTS

FINAL TRACT MAP NO. 83343

Public Improvements. Construction/installation of:

1. Public street improvements including A.C. pavement and overlay, driveways, curb and gutter, ADA ramps, sidewalk, median improvements, street trees, street lights, power pole removal, pavement striping and markings, and traffic signing.

2. Public water and fire improvements for the proposed development to the satisfaction of the City Engineer.

3. Storm drain and LID improvements for the proposed development to the satisfaction of the City Engineer.

4. Public sewer improvements for the proposed development to the satisfaction of the City Engineer.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

FINAL TRACT MAP NO. 83343

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: $1,256,000.00
Attorney-in-fact:
Surety:
Address
City:

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: $1,256,000.00
Attorney-in-fact:
Surety:
Address
City:

SUBDIVISION WARRANTY OBLIGATION BOND: $251,200.00
Attorney-in-fact:
Surety:
Address
City:

MONUMENT BOND: $4,000.00
Attorney-in-fact:
Surety:
Address
City:

BOND NO. 21BSBIY7261
INITIAL PREMIUM: $4,396.00
SUBJECT TO RENEWAL

CITY OF COVINA

FINAL TRACT MAP NO. 83343 PUBLIC IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Covina, California ("City") and CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware Limited Liability Company ("Principal"), have executed an improvement agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water mains, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, and all other required public facilities for Parcel/Tract Map No. 82874 ("Improvements");

WHEREAS, the Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement for Completion of Public Improvements dated_____ , 20___, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **One Million Two Hundred and Fifty-Six Thousand Dollars ($1,256,000.00)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and, in all respects, according to their intent

and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition. The Surety further stipulates and agrees that its obligations and liability on this bond shall be released only upon final completion and City's acceptance of the work required pursuant to the Improvement Agreement.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at * , this 5th day of ** , 20 22 .

Century Communities of California, LLC Principal	Hartford Fire Insurance Company Surety
By: _____ President	By: _____ Attorney-in-Fact
Josh Brewer (print name)	Richard H. Mitchell (CA License No. 0H56218) (print name)

*Birmingham, Alabama
** December

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

65002.00002\7631985.1

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES INC
Agency Code: 21-250036

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Christopher C. Gardner of Union MS, R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie, LA, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 5, 2022.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Alabama
County of Jefferson

On December 5, 2022 (Date) before me, Tyler Joseph Tucker, Notary Public (Name and Title of Notary)

personally appeared Richard H. Mitchell, Attorney-in-Fact (Name and or Names of Signer(s))

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

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

Witness my hand and official seal.

Signature Tyler Joseph Tucker (Notary Public Signature)

My commission expires: May 3, 2026

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing

RIGHT THUMBPRINT OF SIGNER
Top of thumb

ACKNOWLEDGMENT

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

State of California
County of Orange)

On December 8, 2022 before me, Devin Broderick, a Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DEVIN BRODERICK
Notary Public - California
Orange County
Commission # 2393478
My Comm. Expires Feb 9, 2026

Signature _____ (Seal)

BOND NO. 21BSBIY7261
INITIAL PREMIUM: Included with Performance Bond
SUBJECT TO RENEWAL

CITY OF COVINA

FINAL TRACT MAP NO. 83343 PUBLIC IMPROVEMENTS

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Covina, California ("City") and CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware Limited Liability Company ("Principal"), have executed a Subdivision Improvement Agreement for Completion of Public Improvements for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water mains, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, and all other required public facilities for Parcel/Tract Map No. 82874 ("Improvements");

WHEREAS, the Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement for Completion of Public Improvements dated_____ , 20__ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, under the terms of the Improvement Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and all contractors, sub-contractors, laborers, material suppliers, and other persons employed in the performance of the Improvement Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **One Million Two Hundred and Fifty-Six Thousand Dollars ($1,256,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred

by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Birmingham, Alabama, this 5th day of December, 20 22.

Century Communities of California, LLC Principal	Hartford Fire Insurance Company Surety
By: _____ President	By: _____ Attorney-in-Fact
Justin Brewer (print name)	Richard H. Mitchell (CA License No. 0H56218) (print name)

NOTE: **APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

65002.00002\7631985.1

ACKNOWLEDGMENT

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

State of California
County of Orange)

On December 8, 2022 before me, Devin Broderick, a Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DEVIN BRODERICK
Notary Public - California
Orange County
Commission # 2393478
My Comm. Expires Feb 9, 2026

Signature _____ (Seal)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES INC
Agency Code: 21-250036

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Christopher C. Gardner of Union MS, R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie, LA, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

NOTARY PUBLIC STATE OF FLORIDA

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 5, 2022.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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

State of Alabama
County of Jefferson

On December 5, 2022 (Date) before me, Tyler Joseph Tucker, Notary Public (Name and Title of Notary)

personally appeared Richard H. Mitchell, Attorney-in-Fact (Name and or Names of Signer(s))

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

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

Witness my hand and official seal.

Signature Tyler Joseph Tucker (Notary Public Signature)

My commission expires: May 3, 2026

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER — Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT OF SIGNER — Top of thumb

BOND NO. 21BSBIY7260
INITIAL PREMIUM: $100.00
SUBJECT TO RENEWAL

CITY OF COVINA

FINAL TRACT MAP NO. 83343 PUBLIC IMPROVEMENTS

MONUMENTATION BOND

WHEREAS, the City of Covina, State of California, and CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware Limited Liability Company ("Principal") have executed an agreement dated _____, 20___ (the "Improvement Agreement") which is incorporated herein by reference, in which Principal has agreed to warrant and guarantee the installation by engineer or surveyor, the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"); and

WHEREAS, under the terms of the Improvement Agreement, Principal is required to file a good and sufficient payment bond with the City of Covina to secure the performance of its warranty and guarantee obligation under the Improvement Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Covina in the sum of **Four Thousand Dollars ($4,000.00)** to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the monument installation, the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments") and required by the Improvement Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Covina, its officials, officers, agents and employees until all warranty or guarantee time periods required under the Improvement Agreement following performance of all terms, covenants, provisions and conditions of the Improvement Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, its heirs, executors, administrators, successors or assigns. Upon fulfillment of the obligations set forth in the Improvement Agreement as specified above, this obligation bond shall become null and void.

As part of the obligations secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Covina in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgment upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition. The Surety further stipulates and agrees that its obligations and liability on this bond shall be released only upon final completion and City's acceptance of the work required pursuant to the Improvement Agreement.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized
Attorney-in-Fact at Birmingham, Alabama, this 5th day of December, 20 22.

Century Communities of California, LLC Principal	Hartford Fire Insurance Company Surety
By: _____ President	By: _____ Attorney-in-Fact
_____ (print name)	Richard H. Mitchell (CA License No. 0H56218) (print name)

NOTE: **APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND**

65002.00002\7631985.1

ACKNOWLEDGMENT

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

State of California
County of Orange)

On December 8, 2022 before me, Devin Broderick, a Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DEVIN BRODERICK
Notary Public - California
Orange County
Commission # 2393478
My Comm. Expires Feb 9, 2026

Signature _____ (Seal)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
***call:* 888-266-3488 *or fax:* 860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES INC
Agency Code: 21-250036

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Christopher C. Gardner of Union MS, R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie, LA, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 5, 2022.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Alabama

County of Jefferson

On December 5, 2022 (Date) before me, Tyler Joseph Tucker, Notary Public (Name and Title of Notary)

personally appeared Richard H. Mitchell, Attorney-in-Fact (Name and or Names of Signer(s))

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

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

Witness my hand and official seal.

Signature Tyler Joseph Tucker (Notary Public Signature)

My commission expires: May 3, 2026

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____
Hartford Fire
Insurance
Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

RESOLUTION CC 2023-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING TRACT NO. 83343

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 Subdivision Ordinance of the City of Covina is embodied within Title 16 of the Covina Municipal Code; and

WHEREAS, a Tentative Tract Map application was submitted to the City of Covina by Covina Blvd., LLC (Century Communities) for the development of 38 for-sale residential townhouse units on a 1.55-acre site located at 155 E. Covina Boulevard; and

WHEREAS, pursuant to the provisions of Chapter 16.08 of the Covina Municipal Code, the City Council approved the Tentative Tract Map on January 18, 2022; and

WHEREAS, during the review process, the City Council adopted Resolution CC 22-03 approving an amendment to the Covina Forward Specific Plan Final Environmental Impact Report; and

WHEREAS, the City Engineer, in accordance with the provisions of Chapter 16.14 of the Covina Municipal Code, has determined that the applicant has met all of the required conditions of approval for the approval and recordation of the Final Tract Map.

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

SECTION 1. The City Council does hereby find that Tract No.83343 conforms to CEQA.

SECTION 2. The City Council does hereby approve and accept the final subdivision of Tract No. 83343.

SECTION 3. The City Council does hereby accept the easements for ingress and egress, sanitary sewer, water, public utility, fire lane, and emergency access purposes shown on said map.

SECTION 4. The City Clerk is hereby authorized to sign page one of said Tract Map and to transmit the same for recordation.

SECTION 5. The City Manager is hereby authorized to sign the Subdivision Improvement Agreement between the City and Covina Blvd., LLC (Century Communities) for the public improvements in said Tract No. 83343, a copy of which is attached hereto and included herewith.

SECTION 6. 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 18th day of April, 2023.

City of Covina, California

BY: _____
WALTER ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-24 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Adopt Joint Tax Sharing Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation of Specific Property Located at 1071 E. Covina Hills Road into Los Angeles County Sanitation District No. 22

Presented by: Andy Bullington, Director of Public Works
Rafael M. Fajardo, City Engineer

Recommendation: Adopt the joint tax sharing resolution, City Council Resolution CC 2023-25 approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of a specific property located at 1071 E. Covina Hills Road into Los Angeles County Sanitation District No. 22.

EXECUTIVE SUMMARY/BACKGROUND:

On October 6, 2020, the City Council approved the Sewer Line Installation Project – Zone 10 which included the installation of approximately 600 linear feet of 8" diameter sewer main line, house laterals, and manholes on Covina Hills and Oak Canyon Road bounded by Grand Avenue, Ranchcreek Road, and San Joaquin Road. The project was completed and accepted by the City Council on June 15, 2021. In April of 2022, the property owner paid the City's required sewer Connection Fees, Los Angeles County Sanitation District Annexation Fees, and obtained a building permit to connect the existing residence to the sewer mainline and abandon the on-site private sewer system.

DISCUSSION:

In order for the sewage disposal from the new residence at 1071 E. Covina Hills Road to be treated by the Los Angeles County Sanitation District, the property must first be annexed into Sanitation District No. 22 (Annexation No. 442). 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. As proposed, a portion (0.45%) of future tax increment would be shared with the Los Angeles County Sanitation District No. 22.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

During the award of bid for the Sewer Line Installation Project – Zone 10, the project was determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption included 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,

Andy Bullington
Director of Public Works

Rafael M. Fajardo
City Engineer

RESOLUTION CC 2023-25

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. 442"

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. 442*;

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. 442* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2022, 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 0.4504329 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 442* as shown on the attached Worksheet.

ATTACHMENT A

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. 442*.

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.

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

Walter Allen, III, Mayor
PRINT NAME AND TITLE

ATTEST:

_____
Deputy City Clerk

_____
Date

(SIGNED IN COUNTERPART)

ANNEXATION TO: CO.SANITATION DIST.NO 22 DEBT S.
ACCOUNT NUMBER: 066.85
TRA: 02718
EFFECTIVE DATE: 07/01/2022
ANNEXATION NUMBER: 442 PROJECT NAME: A-22-442

DISTRICT SHARE: 0.009242042

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.317867872	31.7876 %	0.009242042	0.002937757	-0.003006277	0.314861595
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000114229	0.0114 %	0.009242042	0.000001055	0.000000000	0.000114229
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.000000000	0.0000 %	0.009242042	0.000000000	0.000000000	0.000000000
007.31	L A C FIRE-FFW	0.007299884	0.7299 %	0.009242042	0.000067465	0.000000000	0.007299884
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001740027	0.1740 %	0.009242042	0.000016081	-0.000016081	0.001723946
030.70	LA CO FLOOD CONTROL MAINT	0.009846259	0.9846 %	0.009242042	0.000090999	-0.000090999	0.009755260
136.01	CITY-COVINA TD #1	0.146208555	14.6208 %	0.009242042	0.001351265	-0.001351265	0.144857290
365.05	THREE VALLEY MWD ORIG AREA	0.004296448	0.4296 %	0.009242042	0.000039707	-0.000039707	0.004256741
400.00	EDUCATIONAL REV AUGMENTATION FD	0.069122953	6.9122 %	0.009242042	0.000638837	EXEMPT	0.069122953
400.01	EDUCATIONAL AUG FD IMPOUND	0.171005879	17.1005 %	0.009242042	0.001580443	EXEMPT	0.171005879
400.15	COUNTY SCHOOL SERVICES	0.001417019	0.1417 %	0.009242042	0.000013096	EXEMPT	0.001417019
400.21	CHILDREN'S INSTIL TUITION FUND	0.002812350	0.2812 %	0.009242042	0.000025991	EXEMPT	0.002812350
809.04	MT.SAN ANTONIO COMMUNITY COLLEGE	0.030349519	3.0349 %	0.009242042	0.000280491	EXEMPT	0.030349519
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000292802	0.0292 %	0.009242042	0.000002706	EXEMPT	0.000292802
840.03	CHARTER OAK UNIF SCHOOL DIST	0.227707790	22.7707 %	0.009242042	0.002104484	EXEMPT	0.227707790
840.06	CO.SCH.SERV.FD.- CHARTER OAK	0.008927945	0.8927 %	0.009242042	0.000082512	EXEMPT	0.008927945
840.07	DEV.CTR.HDCPD.MINOR-CHARTER OAK	0.000990469	0.0990 %	0.009242042	0.000009153	EXEMPT	0.000990469
***066.85	CO.SANITATION DIST.NO 22 DEBT S.	0.000000000	0.0000 %	0.009242042	0.000000000	0.000000000	0.004504329

RANCHO LA PUENTE

UNINCORPORATED TERRITORY

212
10-31-1984

CHAFFY TRACT, M.B. 59 / 14
LOT 1

LOT 4

T.R. NO. 16443,
M.B. 463 / 19 - 20
LOT 3

LOT 2

LOT 1

POINT OF BEGINNING

SAN JOAQUIN RD

L3

INST. NO.
2016 0468201 O.R.

APN 8447-014-026

L2

L4

L1

COVINA HILLS RD

S 89°49'45" W 200.81'

TRUE POINT OF BEGINNING

CITY OF COVINA

126
12-19-1977

T.R. NO. 31821,

P. 1 /

M.B. 870 / 21 - 20

43 - 44

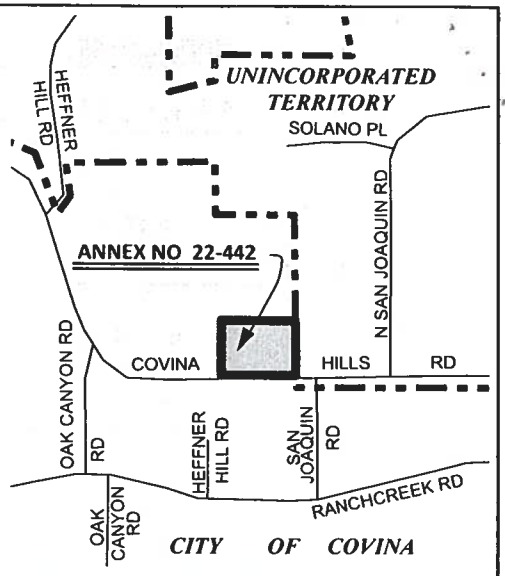
HEFFNER HILL RD

RANCHCREEK RD

126
12-19-1977

RANCHCREEK RD

PROPOSED



VICINITY MAP
NO SCALE

COURSE DATA

L1	S 89°49'45" W	160.49'
L2	N 00°09'45" W	114.50'
L3	S 89°59'32" E	159.61'
L4	S 00°36'15" E	114.00'

N

0 50 100 Feet

"FOR TAX ASSESSMENT PURPOSES ONLY"

Annexation No. 442 shown thus .....

Boundary of Sanitation District No. 22 prior to Annexation No. 442 shown thus .....

City Boundary .....

Prior Annexations shown thus ..... ANNEX. NO. (RECORDING DATE)

Area of Annexation ..... 0.420 Acres

COUNTY SANITATION DISTRICT NO. 22
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 442
TO
COUNTY SANITATION DISTRICT NO. 22
Recorded

LA County Assessor Landbase,
CAMS Centerline, DPW City boundary
LA County Sanitation Districts
AnnexationLayer and District Layer

Document Path: R:\Planning\PropertyManagement\Annexations\Annex_GIS\Projects\22_442.mxd

EAO/AUGUST 22, 2022

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023
Title: 2022 State Homeland Security Grant Program Subrecipient Agreement with the County of Los Angeles
Presented by: David Povero, Chief of Police
Recommendation: 1. Approve and sign the 2022 State Homeland Security Program Sub-recipient Agreement between the County of Los Angeles the City of Covina;
2. Approve the purchase of Motorola radio equipment offered through the reimbursable State of California FY 2022 Homeland Security Program (SHSP); and
3. Adopt Resolution CC 2023-28 to increase the Police Department's 2022-23 budget by $45,577 resulting from the 2022 Homeland Security Grant award.

EXECUTIVE SUMMARY:

A Homeland Security grant was established by the State, in part, to provide for the purchase of specialized equipment to enhance event and incident management and strengthen the ability of Law Enforcement to disrupt, deter, respond to and recover from terrorist acts. Equipment approved for purchase under this grant includes all-spectrum portable radios, programming cables and multi-radio bank charger(s).

DISCUSSION:

The County of Los Angeles Board of Supervisors accepted the 2022 State Homeland Security Program (SHSP) for the Los Angeles County Operational Area and received requisite State approvals to proceed with the allocation of funds to program recipients, such as Covina. In order to facilitate this effort, the County of Los Angeles requires a formal Sub-recipient Agreement (SRA) with the City of Covina, which outlines the requirements of the grant and provides the guidelines to follow for SHSP reimbursement of eligible expenses of which we have been authorized $45,577 to purchase all-spectrum portable radios, programming cables and one multi-radio bank charger(s).

Motorola equipment will be purchased from Motorola Solutions, Inc. These recommendations are made as exceptions to the competitive bidding process pursuant to Section 2.20.080 (b)(1) of the Covina Municipal Code. This states that procurement by noncompetitive proposals may be made only when the supply, service or equipment is available from only one source. Due to the ongoing replacement of radios in the department and county-wide for interoperability, Covina must purchase Motorola APX 8000 radios from one vendor. Since Motorola is the only vendor, competition does not exist for their proprietary items of original equipment manufacturers and are the only authorized exclusive distributors.

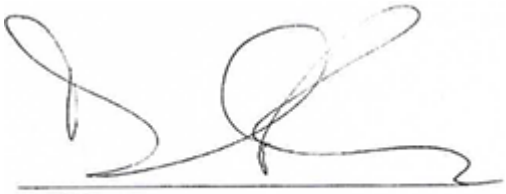
FISCAL IMPACT:

Five (5) radios will be purchased in the total amount of $51,572.15. The grant will only reimburse $45,577 leaving $5,995.15 to be covered by existing funds in police budget. Resolution CC 2023-28 will accept the grant in the amount of $45,577 and will also increase the police department FY 2022-23 budget by appropriating the same amount.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



David Povero
Chief of Police

State Homeland Security Program
Subrecipient Agreement
Grant Year 2022

Between the

County of Los Angeles

and the

City of Covina

SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF COVINA

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Covina, a public agency (the "Subrecipient").

W I T N E S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2022 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 24, 2022 with a performance period of September 1, 2022 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) # MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2022 SHSP grant from Cal OES in the total amount of $9,481,458.00; and

WHEREAS, the CEO now wishes to distribute 2022 SHSP grant funds to the Subrecipient in the amount of $45,577.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 6, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and

B. City of Covina, a public agency, having its principal office at _____ _____.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organizational UEI Number:	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

With a copy to*:*

Name and Title:	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.

C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2022 to February 29, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2022 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

   Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

   Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

C. Subrecipient must review the Federal Debarment Listing at https://sam.gov/search/ prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.

D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of $250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.

F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.

H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.

I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.

J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/authorized-equipment-list and the Funding Guidelines of the 2022 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2022 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;

3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs $5,000.00 or more per unit. Items costing less than $5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.

3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.

M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.

N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at https://www.firstrespondertraining.gov/frts/.

P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/hseep.

Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.

S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of $45,577.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2022 SHSP Grant Award Letter from Cal OES.

B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

   For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

   For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

   For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified

in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.

F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at https://www.justice.gov/crt.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" means:

a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.

E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. <u>Travel Expenses</u>

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this

Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2022 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement t may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at https://directdeposit.lacounty.gov/. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY _____ _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY_____ BY_____
CELIA ZAVALA ARLENE BARRERA
Executive Officer, Board of Supervisors Auditor-Controller

APPROVED AS TO FORM

DAWYN R, HARRISON
County Counsel

BY_____
Deputy County Counsel

CITY OF COVINA

BY_____ _____ _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY_____ _____ _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY_____ _____ _____
City Clerk (Signature) (Print Name) Date

EXHIBITS

Exhibit A…… Certification Regarding Lobbying

A.1……. Disclosure of Lobbying Activities

Exhibit B…… Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Exhibit C…… Certification Regarding Drug-Free Workplace

Exhibit D…… Certification of Grant Assurances

Exhibit E…… Final Grant Award Letter and Project Worksheet

Exhibit F…… FY 2022 Federal Notice of Funding Opportunity

F.1…… FY 2022 Cal OES Supplement to Federal Notice of Funding Opportunity

Exhibit G…… Reimbursement Form and Instructions

Exhibit H…….. Monitoring Instrument

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

 Initials_____

Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials_____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g.,”RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:

[B]
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[B]
a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[A]
a. initial filing
b. material change

For Material Change Only:

Year _____ **Quarter** _____

date of last report _____

4. Name and Address of Reporting Entity:

☐ Prime ☑ Subawardee

Tier, *If known:* _____

Congressional District, *if known:* _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

County of Los Angeles
Chief Executive Office - HSGA
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012

Congressional District, *if known:* _____

6. Federal Department/Agency:

Department of Homeland Security

7. Federal Program Name/Description:

Homeland Security Grant Program

CFDA Number, if applicable: 97.067

8. Federal Action Number, *if known:* _____

9. Award Amount, *if known:* _____

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services
(last name, first name, MI - include address if different from 10a)

11. Amount of Payment (check all that apply) :

_____ ☐ **Actual** ☐ **Planned**

12. Form of Payment *(check all that apply):*

☐ a. cash
☐ b. in-kind; specify:

nature _____ **value** _____

13. Type of Payment *(check all that apply):*

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ○ Yes ● No

16. Information requested through this form is authorized by *Title 31 U.S.C. Section 1352*. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to *31 U.S.C. 1352*. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Name: _____
Title: _____
Telephone: _____ *(area code)*
Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form – LLL

Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A

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

This certification is required by the regulations Implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
AGREEMENT NUMBER

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," " primary covered transaction," 'principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded form participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.

2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, *(Chapter 1170, Statutes of 1990),* which established the Drug-Free Workplace Act of 1990, the _____
(your agency)
accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees *[Section 8355(a) of the Government Code]*. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The _____ (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. *[Section 8355(b)(1)]*

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. *[Section 8355(a)]*

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. *[Section 8356(a)(1)(2)]*

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. *[Section 8355(b)(4)]*

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the _____ (*your agency)* to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. *[Section 8355(c)]*

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

 Initials _____

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

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For Cal OES Federal Non-Disaster Grant Programs

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;

(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

(g) Executive Order 11514 which sets forth national environmental standards;

(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;

(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);

(j) The Endangered Species Act of 1973, (P.L. 93-205);

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

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For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

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For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

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20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

October 24, 2022

Fesia A. Davenport
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)
Subaward #2022-0043, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2022-05/31/2024

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2022 HSGP subaward in the amount of $9,481,458.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Due to Los Angeles County's failure to comply with the quarterly drawdown Special Condition for the FY19 HSGP award, the period of performance for Los Angeles County's FY22 award has been shortened to May 31, 2024. The county will be given the opportunity to restore the period of performance to an end date of May 31, 2025, provided that the semi-annual drawdown requirement is met for all three periods within the first eighteen months of the FY22 grant award. A copy of the Special Condition letter for FY 19 has been included for reference.
A Conditional Hold has been placed on your award for the following investments which fall under the National Priority Areas:
IJ# 3 Cybersecurity - $106,000 Project# 25 Chainalysis.
To release this hold, additional information is required for the investments identified which must be submitted in the December 2022 Biannual Strategy Implementation Report in a manner consistent with Grants Program Directorate Information Bulletin No. 447.
Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Fesia Davenport
Fesia Davenport (Nov 14, 2022 11:23 PST)

Fesia A. Davenport
Los Angeles County

Date

Project Ledger

Covina
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
IJ.06	026	LE P25 Compliant Portable Radios	HSGP-SHSP	LE	Equipment	$ 45,577
					Total	**$ 45,577**

Planning

Covina
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over $250K	Budgeted Cost
									$ -

Organization

Covina
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Detail	Certification on File	Budgeted Cost
									$ -

Equipment

Covina
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Noncompetitive Procurement over $250K	Hold Trigger	Budgeted Cost
											$ 45,577
IJ.06	26.11	Purchase P25 Compliant all-spectrum (UHF/VHF/800/700 MHz) portable radios and accessories, as follows: Covina: 6 radios	06CP-01-PORT; 06CP-03-PRAC	Radio, Portable; Accessories, Portable Radio	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No Hold Indicated	$ 45,577

Training

Covina
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement	EHP Hold	EHP Approval Date	Budgeted Cost
														$ -

Exercise

Covina
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Date of Exercise	Exercise Type	Identified Host	Date of AAR entered into HSEEP	Noncompetitive Procurement over $250K	EHP Hold	Budgeted Cost
													$ -

The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program

Release Date: May 13, 2022

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at Unique Entity Identifier Update | GSA.

Visit Grants.gov for registration information. Detailed information regarding UEI and SAM is also provided in Section D of this funding notice.

Additional Information can be found on Grants.gov.

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.067

3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2022 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number

DHS-22-GPD-067-000-02

6. Authorizing Authority for Program

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives and Priorities

a. Overview

The Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent,

protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2022, there are three components of the HSGP:

1. State Homeland Security Program (SHSP): SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
2. Urban Area Security Initiative (UASI): UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
3. Operation Stonegarden (OPSG): OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The 2022-2026 FEMA Strategic Plan outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

Finally, for FY 2022, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation[1]. Therefore, for FY 2022, DHS has identified six priority areas related to the most serious threats to the nation. Recipients are expected to address those priority areas with their HSGP funds.

b. Objective

The objective of the FY 2022 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

c. Priorities

SHSP and UASI Funding Priorities

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2022, six priority areas attract the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that recipients should allocate a total of 30 percent of their SHSP and UASI award funds across these six priority areas. As indicated below, four of the priorities have minimum spend requirements totaling 12 percent of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 18 percent across the priorities. The following are the six priority areas for FY 2022, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

1. Enhancing the protection of soft targets/crowded places – 3 percent
2. Enhancing information and intelligence sharing and analysis – 3 percent
3. Combating domestic violent extremism – 3 percent
4. Enhancing cybersecurity – no minimum percent
5. Enhancing community preparedness and resilience – 3 percent

6. Enhancing election security – no minimum percent

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.10.b.II of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area priority area (as applicable) and overall 30 percent of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1. Effective planning[2]
2. Training and awareness campaigns
3. Equipment and capital projects
4. Exercises

The table below provides a breakdown of the FY 2022 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual. DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

National Priorities

Priorities	Core Capabilities	Lifelines	Example Project Types

Enhancing Cybersecurity	Cybersecurity Intelligence and information sharing Planning Public information and warning Operational coordination Screening, search, and detection Access control and identity verification Supply chain integrity and security Risk management for protection programs and activities Long-term vulnerability reduction Situational assessment Infrastructure systems Operational communications	Safety and Security	Cybersecurity risk assessments Migrating online services to the ".gov" internet domain Projects that address vulnerabilities identified in cybersecurity risk assessments Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA), and the National Institute of Standards and Technology Cybersecurity Framework Cybersecurity training and planning

Enhancing the Protection of Soft Targets/ Crowded Places	Operational coordination Public information and warning Intelligence and information sharing Interdiction and disruption Screening, search, and detection Access control and identity verification Physical protective measures Risk management for protection programs and activities	Safety and Security	Operational overtime Physical security enhancements Closed-circuit television (CCTV) security cameras Security screening equipment for people and baggage Lighting Access controls Fencing, gates, barriers, etc. Unmanned aircraft system detection technologies

Enhancing information and intelligence sharing and analysis	Intelligence and information sharing Interdiction and disruption Planning Public information and warning Operational coordination Risk management for protection programs and activities	Safety and Security	Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation Identification, assessment, and reporting of threats of violence Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS

Combating Domestic Violent Extremism	Interdiction and disruption Intelligence and information sharing Planning Public information and warning Operational coordination Risk management for protection programs and activities	Safety and Security	Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats Sharing and leveraging intelligence and information, including open-source analysis Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism

Enhancing Community Preparedness and Resilience	Planning Public Information and Warning Community Resilience Risk Management for Protection Programs and Activities Mass Care Services Intelligence and Information Sharing Risk and Disaster Resilience Assessment Long Term Vulnerability Reduction	Safety and Security	Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically undeserved communities, including procurement of appropriate tools, equipment and training aides Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households Execute *You are the Help Until the Help Arrives* workshops in concert with community-based

Enhancing Election Security	Cybersecurity Intelligence and information sharing Planning Long-term vulnerability reduction Situational assessment Infrastructure systems	Safety and Security	Physical security planning support Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc. General election security navigator support Cyber navigator support Cybersecurity risk assessments, training, and planning Projects that address vulnerabilities identified in cybersecurity risk assessments Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection Distributed Denial Of Service protection Migrating online services to the ".gov" internet domain

Enduring Needs

Priorities	Core Capabilities	Lifelines	Example Project Types

Planning	Planning Risk management for protection programs and activities Risk and disaster resilience assessment Threats and hazards identification Operational coordination Community resilience	Safety and Security	Development of: Security Risk Management Plans Threat Mitigation Plans Continuity of Operations Plans Response Plans Efforts to strengthen governance integration between/among regional partners Joint training and planning with DHS officials and other entities designated by DHS Cybersecurity training and planning Revision of existing plans to strengthen community resilience in underserved communities

Training & Awareness	Long-term vulnerability reduction Public information and warning Operational coordination Situational assessment Community resilience	Safety and Security	Active shooter training Intelligence analyst training SAR and terrorism indicators/behaviors training Security training for employees Public awareness/preparedness campaigns Joint training and planning with DHS officials and other entities designated by DHS Cybersecurity training and planning Sharing and leveraging intelligence and information Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations

Equipment & Capital Projects	Long-term vulnerability reduction Infrastructure systems Operational communications Interdiction and disruption Screening, search and detection Access control and identity verification Physical protective measures	Safety and Security	Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments Physical security enhancements Security cameras (CCTV) Security screening equipment for people and baggage Lighting Access Controls Fencing, gates, barriers, etc. Enhancing Weapons of Mass Destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities Chemical/Biological/Radiological/ Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment
Exercise	Long-term vulnerability reduction Operational coordination Operational communications Community resilience	Safety and Security	Response exercises, including exercise planning with community-based organizations

For FY 2022, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the four National Priority Areas with associated minimum spend requirements. Each of these four investments must also account for at least the relevant minimum percentage (12 percent) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but are not required to do so. **As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism**. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at https://www.fema.gov/national-preparedness-system. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

OPSG Funding Priorities

The table below provides a breakdown of the FY 2022 OPSG funding priority, which remains focused on and unique to border security.

National Priorities

Priorities	Core Capabilities	Lifelines	Example Project Types

Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	Intelligence and information sharing	Safety and Security	Participation in the DHS/ICE 287(g) training program Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation Identification, assessment, and reporting of threats of violence Joint intelligence analysis training and planning with DHS officials and other entities designated

For FY 2022, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding

$1,120,000,000

HSGP Programs	FY 2022 Allocation
SHSP	$415,000,000
UASI	$615,000,000
OPSG	$90,000,000
Total	**$1,120,000,000**

SHSP Allocations

For FY 2022, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four

territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the four National Priority Areas with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total SHSP allocation.

FY 2022 SHSP Allocations

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Alabama	$4,847,500	Montana	$4,847,500
Alaska	$4,847,500	Nebraska	$4,847,500
American Samoa	1,108,000	Nevada	$4,847,500
Arizona	$4,847,500	New Hampshire	$4,847,500
Arkansas	$4,847,500	New Jersey	$7,074,841

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
California	$57,035,623	New Mexico	$4,847,500
Colorado	$4,847,500	New York	$68,033,267
Connecticut	$4,847,500	North Carolina	$5,085,387
Delaware	$4,847,500	North Dakota	$4,847,500
District of Columbia	$5,085,387	Northern Mariana Islands	$1,108,000
Florida	$9,343,905	Ohio	$6,190,947
Georgia	$5,288,656	Oklahoma	$4,847,500
Guam	$1,108,000	Oregon	$4,847,500
Hawaii	$4,847,500	Pennsylvania	$8,136,252
Idaho	$4,847,500	Puerto Rico	$4,847,500

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Illinois	$13,894,910	Rhode Island	$4,847,500
Indiana	$4,847,500	South Carolina	$4,847,500
Iowa	$4,847,500	South Dakota	$4,847,500
Kansas	$4,847,500	Tennessee	$4,847,500
Kentucky	$4,847,500	Texas	$18,210,451
Louisiana	$4,847,500	U.S. Virgin Islands	$1,108,000
Maine	$4,847,500	Utah	$4,847,500
Maryland	$7,074,841	Vermont	$4,847,500
Massachusetts	$6,190,947	Virginia	$8,136,252
Michigan	$5,085,387	Washington	$6,190,947

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Minnesota	$4,847,500	West Virginia	$4,847,500
Mississippi	$4,847,500	Wisconsin	$4,847,500
Missouri	$4,847,500	Wyoming	$4,847,500
Total			**$415,000,000**

UASI Allocations

Eligible candidates for the FY 2022 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at https://www.census.gov/programs-surveys/metro-micro.html. **THIRA/SPR results do not impact grant allocations or awards.**

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the four National Priority Areas with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's

UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total UASI allocation.

FY 2022 UASI Allocations

State/Territory	Urban Area	FY 2022 UASI Allocation
Arizona	Phoenix Area	$5,250,000.00
California	Anaheim/Santa Ana Area	$5,250,000.00
California	Bay Area	$37,049,000.00
California	Los Angeles/Long Beach Area	$67,182,000.00
California	Riverside Area	$3,900,000.00
California	Sacramento Area	$3,800,000.00
California	San Diego Area	$16,696,000.00
Colorado	Denver Area	$3,900,000.00
District of Columbia	National Capital Region	$51,127,000.00
Florida	Miami/Fort Lauderdale Area	$14,750,000.00
Florida	Orlando Area	$3,800,000.00
Florida	Tampa Area	$3,800,000.00
Georgia	Atlanta Area	$6,700,000.00
Illinois	Chicago Area	$67,182,000.00
Indiana	Indianapolis Area	$1,500,000.00
Louisiana	New Orleans Area	$1,500,000.00
Maryland	Baltimore Area	$3,800,000.00

Massachusetts	Boston Area	$16,900,000.00
Michigan	Detroit Area	$5,250,000.00
Minnesota	Twin Cities Area	$5,250,000.00
Missouri	Kansas City Area	$1,500,000.00
Missouri	St. Louis Area	$3,800,000.00
Nevada	Las Vegas Area	$5,250,000.00
New Jersey	Jersey City/Newark Area	$18,915,000.00
New York	New York City Area	$176,599,000.00
North Carolina	Charlotte Area	$3,800,000.00
Ohio	Cincinnati Area	$1,500,000.00
Ohio	Cleveland Area	$1,500,000.00
Oregon	Portland Area	$3,800,000.00
Pennsylvania	Philadelphia Area	$16,900,000.00
Pennsylvania	Pittsburgh Area	$1,500,000.00
Texas	Dallas/Fort Worth/Arlington Area	$16,900,000.00
Texas	Houston Area	$24,600,000.00
Texas	San Antonio Area	$3,800,000.00
Virginia	Hampton Roads Area	$3,800,000.00
Washington	Seattle Area	$6,250,000.00
Total		**$615,000,000.00**

OPSG Allocations

For FY 2022, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2022 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. **The THIRA/SPR process is not required for OPSG.**

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal noncitizens, drug trafficking organizations, and noncitizen smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards

56

3. Period of Performance

36 months

4. Projected Period of Performance Start Date(s)

September 1, 2022

5. Projected Period of Performance End Date(s)

August 31, 2025

6. Funding Instrument Type

Grant

C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under SHSP and OPSG through the SAA.

2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2022 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2022, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2022, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. Other Eligibility Criteria

a. National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for

progress and achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

B. Emergency Management Assistance Compact (EMAC) Membership

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2022 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

C. Law Enforcement Terrorism Prevention Activities (LETPA)

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2022, DHS/FEMA is requiring that at least 30 percent of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least **30 percent** of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 30 percent LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 30 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below. The Preparedness Grants Manual includes additional information on project selection considerations and allowable activities for LETPA investments.

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

4. Cost Share or Match

There is no cost share or match requirement for the FY 2022 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date:

May 13, 2022

b. Application Submission Deadline:

June 13, 2022 at 5 p.m. ET

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may

include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Anticipated Funding Selection Date:

No later than August 17, 2022

D. Anticipated Award Date:

No later than September 30, 2022

E. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining an UEI number	Four weeks before actual submission deadline

Event	Suggested Deadline for Completion
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in ND Grants	By submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the Preparedness Grants Manual for requesting and submitting an application.

Initial applications are processed through the Grants.gov portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to http://www.grants.gov.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

1. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with login.gov;
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Create a Grants.gov account;
6. Add a profile to a Grants.gov account;
7. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
8. Register in ND Grants
9. Submit an initial application in Grants.gov;
10. **Submit the final application in ND Grants, including electronically signing applicable forms; and**
11. Continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on their immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the Preparedness Grants Manual.

7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, applicants can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the Preparedness Grants Manual.

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see https://www.fema.gov/grants/guidance-tools/non- disaster-grants-management-system.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the SF-424 family on Grants.gov.

Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline date. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at https://www.grants.gov/web/grants/forms/sf-424-family.html.

I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
  - To comply with 2 C.F.R. § 200.402 - 2 C.F.R. § 200.405, HSGP applicants must complete and submit an SF-424A or SF-424C, as appropriate, reflecting cost breakdown per budget cost categories per sub-program (SHSP, UASI, OPSG) and Management and Administration costs as applicable to align with the SHSP and UASI allocations and OPSG requests. The SF-424A or SF-424C with the pre-filled requirements can be found with the HSGP NOFO and associated attachments on grants.gov. Adjustments to the SF-424A or SF-424 C may be required after the FY 2022 OPSG allocations are finalized. GPD Grants Management Specialists will contact applicants for any necessary revisions.
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
  - **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
  - **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be

available or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non- construction forms.

b. Program-Specific Required Forms and Information

I. IJ Development: SHSP and UASI

As part of the FY 2022 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2022 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the four National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area *must* be submitted in the same IJ.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30 percent of the total

SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness; and
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2023. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2022 BSIR. DHS/FEMA will not reduce FY 2022 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. Development of Investments and Projects: SHSP and UASI

- Applicants must propose at least four and may include up to 12 investments.

- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description;
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);
  - Primary core capability the project supports;
  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.

- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. National Priority Area Investments: SHSP and UASI

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Soft Targets/Crowded Places (3 percent)**

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to

enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology.

- **Information and Intelligence Sharing (3 percent)**

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and

operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for information sharing and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism (3 percent)**

As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including leveraging lawful protests to incite violence, intimidate targets, and promote their violent

extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's and high-risk urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through Center for Prevention Programs and Partnerships | Homeland Security (dhs.gov).

- **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2022 HSGP grant awards will be required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR is estimated to be open from October 2022 – February 2023.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive

HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

Additional resources and information regarding cybersecurity are available through the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology.

- **Community Preparedness and Resilience (3 percent)**

Community organizations are the backbones of American civic life, both during "blue skies" and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community's resilience. FEMA's 2021 National Household Survey recorded an 11% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state's and urban area's efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through Individuals and Communities | FEMA.gov.

- **Election Security (no minimum percent)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, while not required, applicants are encouraged to submit an investment related to their election security needs.

If submitted, the investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

IV. Development of Fusion Center Projects: SHSP and UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2022.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

Solution Area and Amount of Proposed Funding	Percent of Proposed Funding
Planning: $10,000	2%
Organization: $200,000	48%
Equipment: $200,000	48%
Training: $10,000	2%
Exercises: $0	0%
Total: $420,000	100%

V. Completing IJs in the Grant Reporting Tool (GRT): SHSP and UASI

In the Related Documents section of the Grants.gov posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in Grants.gov posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area "Investment Type" (*Overview Tab – Investment Information Section)* is selected for the corresponding National Priority Area.

VI. Development of Concept of Operations for OPSG

As part of the FY 2022 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other

local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

- **Information and Intelligence Sharing and Cooperation** Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of,

preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence. Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

VII. Detailed Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

Fusion Center Investments

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the Preparedness Grants Manual.

Emergency Communications Investments

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See https://www.archives.gov/federal-register/codification/executive-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under most programs, including this program, is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the Preparedness Grants Manual, and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the Preparedness Grants Manual for more information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) FEMA Policy #405-143-1, or superseding document.

Additional guidance is available Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system; or

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. Pre-Award Costs

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

c. Management and Administration (M&A) Costs

M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the Preparedness Grants Manual for additional information on direct costs.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3 percent of its award to the enhancing the protection of soft targets and crowded places National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:

- Total award: $6,000,000
- SHSP: $1,000,000 OPSG: $2,500,000 UASI: $2,500,000
- M&A Maximum: $300,000 (5 percent of $6,000,000)
- Maximum M&A for SHSP = $50,000
- Maximum M&A for OPSG = $125,000. Of that amount, $62,500 (2.5 percent) may be retained from the OPSG allocation, and the other $62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $50,000 available to manage the SHSP allocation.
- Maximum M&A for UASI = $125,000

SAA 2:

- Total award: $4,500,000
- SHSP: $3,500,000 OPSG: $1,000,000
- M&A Maximum: $225,000 (5 percent of $4,500,000)
- Maximum M&A for SHSP = $175,000
- Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5 percent) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Please note, IB 365: Management and Administration Costs in the Homeland Security Grant Program and DHS/FEMA Policy 207-087-1 **do not apply to awards made in FY 2022 under this NOFO**. Please also reference IB 416 for additional clarification on OPSG M&A, but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2022 awards made under this NOFO.

D. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further

instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

E. Funds Transfer Restriction

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

F. Other Direct Costs

I. Planning

Planning costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

II. Organization

Organization costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

III. Equipment

Equipment costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

- **General Purpose Equipment** HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[3] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[4] engaged in homeland security program activity.

- **Controlled Equipment** For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed below, certain equipment is “prohibited” and is not allowable under HSGP. For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals’ privacy, civil rights, and civil liberties.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of tracked armored vehicles, camouflage uniforms, weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with IB 426 and may not be used for the purchase of the following equipment: 1) firearms; 2) ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized

aircraft, vessels, or vehicles of any kind with weapons installed.

IV. Training

Training costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

V. Exercises

Exercise costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

VI. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA IB 421b, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the Preparedness Grants Manual for more information.

VII. Operational Overtime

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the Preparedness Grants Manual for more information.

VIII. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the Preparedness Grants Manual. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

IX. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D. Please see the Preparedness Grants Manual for more information.

X. Maintenance and Sustainment

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the Preparedness Grants Manual for more information.

XI. Critical Emergency Supplies

Critical emergency supplies are allowed under this program. Please see the Preparedness Grants Manual for more information.

XII. Secure Identification

Secure Identification costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs,

please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the Preparedness Grants Manual.

TABLE

[1] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

[2] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

I. Risk Methodology

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the Preparedness Grants Manual for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, “Available Funding for the NOFO.”

II. Application Evaluation Criteria

FEMA will evaluate the FY 2022 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including

whether the applicant is suspended or debarred.

FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

1. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
2. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
3. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

I. SHSP and UASI

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO.

The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Emergency Communications Division (ECD) to verify compliance with SAFECOM guidance. FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2022 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the Preparedness Grants Manual.

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2022 BSIR, they will have funds placed on hold in the amount of 30 percent. The hold will be released only after their December 2022 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2022 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.

- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

II. OPSG

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the Preparedness Grants Manual.

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2022 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2022 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the Preparedness Grants Manual as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the Preparedness Grants Manual for information on Notice of Award.

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80 percent of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants

system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2022, while the period of performance dates for that award are September 1, 2022, through August 31, 2025. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2022 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2022, would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. **A letter of intent (or equivalent) to distribute funds is not considered sufficient.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. **The Commonwealth of Puerto Rico is required to comply with the pass-through requirement**, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20 percent of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of

both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2022, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2022 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2022 funding**.

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

In addition to the requirements in this section and elsewhere in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the Preparedness Grants Manual for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM Guidance on Emergency Communications Grants

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Recipients must complete the DHS Civil Rights Evaluation Tool within 30 days of receipt of the Notice of Award. Information about this requirement and a fuller list of the civil rights provisions that apply to recipients can be found in the DHS Standard Terms and Conditions of Award. Additional information on civil rights provisions is available at https://www.dhs.gov/civil-rights-resources-recipients-dhs-financial-assistance and https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that

have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

FEMA grant funding for new construction or substantial improvement must comply with Executive Order (EO) 14030, Climate-Related Financial Risk and applicable FEMA implementing policies in place at the time of disbursement, including FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim) (fema.gov) or superseding policies.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

d. National Incident Management System (NIMS) Implementation

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance on Emergency Communications Grants*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report submission.
  - All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
  - By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the Preparedness Grants Manual.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the Preparedness Grants Manual for information on reporting requirements.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or

desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program.

Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the Preparedness Grants Manual for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns.

CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Grant Programs Directorate (GPD) Award Administration Division

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. Equal Rights

The FEMA Office of Equal Rights (OER), in coordination with the DHS Office for Civil Rights and Civil Liberties, is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. Grants.gov

For technical assistance with Grants.gov, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhsgov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at https://www.fema.gov/grants/guidance-tools/non- disaster-grants-management-system

c. Payment and Reporting System (PARS)

FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

H. Additional Information

GPD has developed the Preparedness Grants Manual to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the Preparedness Grants Manual include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2

C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. §200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non- responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the Preparedness Grants Manual.

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the Preparedness Grants Manual for more information.

Footnotes

1. Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.

2. Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

3. Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

4. This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

FEMA

Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Fiscal Year 2022
Homeland Security Grant Program

California Supplement to the Federal Notice of Funding Opportunity

September 2022

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Federal Program Announcement

In May 2022, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP), Notice of Funding Opportunity (NOFO) and the *FEMA Preparedness Grants Manual*.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.), Part 200.

Information Bulletins

DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

Grant Management Memoranda

Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding HSGP funds.

Purpose of the California Supplement

The FY 2022 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA *Preparedness Grants Manual*. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2021 and FY 2022 HSGP and highlight additional California policies and requirements applicable to FY 2022 HSGP.

Eligible Subrecipients

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

Tribal Allocations

The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Request for Proposal will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.

Subrecipient Allocations

FY 2022 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.

Supplanting

Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.

Public/Private Organizations

Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.

Debarred/ Suspended Parties

Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

Key Changes to the FY 2022 HSGP

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2022 compared to five in FY2021: one NPA was removed and two were added. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – 3% minimum;
- Enhancing the protection of soft targets/crowded places – 3% minimum;
- Enhancing cybersecurity – no minimum requirement;
- **NEW**: Enhancing community preparedness and resilience – 3% minimum;
- Combating domestic violent extremism – 3% minimum;
- **NEW**: Enhancing election security – no minimum requirement.

Unique Entity Identifier: Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI.

Law Enforcement Terrorism Prevention Activities: Increased from 25% to 30% of the subaward.

Investment Justifications: Investments are updated for FY 2022.

Build America, Buy America Act (BABAA): The BABAA requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

For FY22 Awards, the BABAA requirement is waived.

FY 2022 National Priorities

DHS/FEMA annually publishes the National Preparedness Report (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assess changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2022, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 3%;
- Enhancing the protection of soft targets/crowded places - 3%;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – 3%
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – 3%; and
- Enhancing election security – no minimum.

The NPA specifically addressing emerging threats has been removed, but activities in this category remain allowable expenses under other investment areas. Further, **applicants must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have new flexibility on how that funding is allocated.** Although 12% is required in minimum spending across four NPAs, as noted above, the remaining 18% can be allocated across any of the six NPAs. Election security and Enhancing Cybersecurity do not require a minimum allocation.

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

FY 2022 National Priorities (cont.)

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.

- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

FY 2022 National Priorities (cont.)

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses national priorities outlined in the FY 2022 NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.

- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each national priority is included in the FY 2022 HSGP NOFO (Section A).

National Campaigns and Programs

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

National Campaigns and Programs (cont.)

Active Shooter Preparedness – DHS developed a comprehensive Active Shooter Preparedness website, which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering . For more information, please see DHS's Hometown Security Program.

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the Community Lifelines Implementation Toolkit website.

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the DHS Strategic Framework for Countering Terrorism and Targeted Violence which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

Countering Violent Extremism (CVE) Training - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

National Cybersecurity Review	The National Cybersecurity Review (NCSR) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October and December 2022. The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in IB 439 and 429a.
NIMS Implementation	Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the National Incident Management System (NIMS).
Law Enforcement Terrorism Prevention Activities	A minimum of 30% of the total subaward amount must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). Activities outlined in the National Prevention Framework and National Protection Framework are eligible for use of LETPA-focused funds. Additionally, investments that support LETPA can also support an NPA. All other terrorism prevention activities proposed for funding under LETPA must be formally pre-approved by FEMA. Refer to IB 473 for additional information.
Management and Administration	The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2022 HSGP.
Indirect Costs	Indirect costs are allowable under the FY 2022 HSGP Grant Award. Subrecipients who claim indirect costs may do so, provided they use one of the following two methods:

Indirect Costs (cont.)

1. Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

2. Subrecipients who have never received a negotiated indirect cost rate and receive *less than* $35 million in *direct* federal funding per year may claim the 10% de minimis indirect cost rate based on Modified Total Direct Costs (MTDC) as defined in 2 C.F.R. § 200.1 and Subpart E.

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the Financial Management Forms Workbook (FMFW) on the Indirect cost category ledger if being claimed under the award.

Indirect costs must be based on the claimed direct project costs, excluding equipment expenditures and other distorting items. Up to $25,000 of each subaward may be included as a direct project cost when calculating indirect costs based on MTDC.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new indirect cost rate agreement.

Organization Costs - Overtime

Operational overtime costs are allowable *for increased security measures at critical infrastructure sites* if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page A-4 of the *Preparedness Grants Manual*, all operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in *Table 2: Authorized Operational Overtime Categories*.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

Organization Costs – Overtime (cont.)

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via the Allowability Request Form at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity. ***All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.***

Personnel Cap

Pursuant to 6 U.S.C. § 609(b), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing to the Program Representative on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget **and** method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see IB 421b for more information on the waiver process.

Equipment Typing/ Identification and Use

Allowable HSGP equipment is listed on the FEMA Authorized Equipment List (AEL) website.

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The FEMA Resource Typing Library Tool (RTLT) can be used to help determine the type and capability.

Equipment Typing/ Identification and Use (cont.)	Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the Preparedness Grants Manual for additional information. Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.
Equipment Maintenance/ Sustainment	Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA IBs 336 and 379, as well as Grant Programs Directorate (GPD) Policy FP-205-402-125-1.
Emergency Communications Projects	All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.
Telecom Equipment and Services Prohibitions	Effective August 13, 2020, section 889(f)(2)-(3) of the John S. McCain National Defense Authorization Act for FY 2019 (NDAA) and 2 C.F.R. § 200.216 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services: 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities); 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

Telecom Equipment and Services Prohibitions (cont.)

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Please see FEMA Policy #405-143-1 for additional information.

Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with IB 426 and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for 03OE-07-SUAS details questions that must be included in the Aviation Request justification. Please reference Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems and contact your Program Representative for additional information.

Emergency Operations Plans

Subrecipients must update their Emergency Operations Plan at least once every two years to remain compliant with the Comprehensive Preparedness Guide 101 version 2.0.

Conflict of Interest

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Program Representative, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

BABAA	The BABA Act requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." **For FY 2022 this requirement has been waived.** Additional information for the BABA Act is available here.

FY 2022 Investments

The State prioritized the following investment strategies for the FY 2022 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority)**;
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority)**;
3. Enhance Cybersecurity **(National Priority)**;
4. Enhancing Community Preparedness and Resilience **(National Priority)**;
5. Combating Domestic Violent Extremism **(National Priority)**;
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

California Homeland Security Strategy Goals

The State prioritized the following California Homeland Security Strategy Goals for the FY 2022 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

State Initiative Funding	For FY 2022, Cal OES shall retain 20% of the SHSP and 18.5% of the UASI funding for state initiatives.
"On Behalf Of"	Cal OES may, in conjunction with local approval authorities, designate funds "on behalf of" local entities who choose to decline or fail to utilize their subaward in a timely manner.
Public Alert and Warning	Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines, developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Financial Management Forms Workbook

The FY 2022 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available sam.gov.

Authorized Body of 5 – Provide the contact information of Authorized Agents (AA), delegated via the GBR or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, grant subaward modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

Planning Ledger – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Ledger – Provides detailed information on grant-funded organizational activities.

Equipment Ledger – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Ledger – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The Training Request Form must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Ledger – Provides detailed information on grant-funded exercises.

M&A Ledger – Provides information on grant-funded M&A activities.

Financial Management Forms Workbook (cont.)	**Indirect Costs Ledger** – Provides information on indirect costs. **Consultant-Contractor Ledger** – Provides detailed information on grant-funded consultants and contractors. **Authorized Agent Page** – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.
Subrecipient Grants Management Assessment	Per 2 C.F.R. § 200.332, Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The Subrecipient Grants Management Assessment Form contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.
Application Attachments	**Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure** – Use the FFATA Financial Disclosure Form to provide the information required by the Federal Funding Accountability and Transparency Act of 2006. **Certification Regarding Lobbying** – Use the Certification Regarding Lobbying Form to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. **Intelligence Analysts Certificates** – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable. **UASI Footprint (UASIs Only)** – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application. **UAWG Member Roster (UASIs Only)** – A list of all current UAWG members with positions or titles.

Application Attachments (cont.)	**Indirect Cost Rate Agreement** – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.
Standard Assurances	The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the FY 2022 Standard Assurances as part of their FY 2022 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website. **NOTE:** Self-created Standard Assurances will not be accepted.
Operational Areas and Urban Areas	**Governing Body Resolution** – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following: • The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP); • The resolution identifies the applicable grant years, (e.g., FY 2021, FY 2022, FY 2023); and • Adheres to any necessary elements required by local protocols, rules, etc., if applicable. Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted. **Authorized Agent Information** – For each person or position appointed by the governing body, identify the individual in the Authorized Body of 5 ledger of the FMFW.

Operational Areas and Urban Areas (cont.)

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the Governing Body's resolution. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Operational Areas Only

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

Urban Areas Only

Urban Area Working Groups (UAWGs) – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria is found in the FEMA *Preparedness Grants Manual*.

THIRA – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

Urban Areas Only (cont.)	**SPR** – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.
Fusion Centers Only	All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support. Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).
State Agencies and Tribes Only	State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2022 HSGP Timeline, referenced as Attachment B.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

HSGP Contact Information

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
ATTN: Grants Management (Building E)
Homeland Security Grants Unit
3650 Schriever Avenue
Mather, CA 95655

Darlene Arambula	(916) 845-8427
Christopher Camacho	(916) 845-8789
Laura Halverstadt	(916) 845-8899
Antoinette Johnson	(916) 845-8260
Jim Lane	(916) 845-8428
Vidal Lopez	(916) 845-8744
Abigayle Tirapelle	(916) 845-8400

The Program Representative Regional Assignments Map is available at the Cal OES website under "Regional Assignments".

Subaward Approval

Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Payment Request Process

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES FMFW, returning it to the appropriate Program Representative. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned amounts up to $500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested using the Cal OES HSGP FMFW v1.22, signed by the Subrecipient's AA, and submitted to the Program Representative.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

Modifications (cont.)

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference GMM 2018-17 for additional information regarding modification requests.

Modifications to National Priority Projects have additional restrictions as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Training

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a "placeholder" for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Program Representative and the Training Branch to identify a possible "placeholder" for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a Training Request Form and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the Cal OES Training Branch at (805) 594-2500.

Exercises, Improvement Plans, and After-Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- christopher.camacho@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients must conduct procurement utilizing documented local government procurement standards and procedures, or the federal procurement standards found in 2 C.F.R. Part 200, whichever is more strict. Procurement standards must also contain a written conflict of interest policy which reflect applicable federal, state, local, and tribal laws.

Procurement Thresholds

Effective June 20, 2018, the micro-purchase threshold was increased from $3,500 to $10,000 and the simplified acquisition threshold was increased from $150,000 to $250,000. These increases apply to all Subrecipient procurements executed on or after June 20, 2018. Refer to IB 434 for additional information.

Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Documentation that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and other documents required by federal regulations applicable at the time a grant is awarded to a Subrecipient.

Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES Request for Noncompetitive Procurement Authorization form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and GMM2021-05 for additional guidance.

Performance Bond

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant performance period.

Performance Bond (cont.)

Cal OES requires Subrecipients obtain a performance bond for any equipment item over $250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

Environmental Planning and Historic Preservation

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. Program Representatives will provide additional instructions should this report be required.

EHP Screening Requests should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the FEMA GPD EHP Policy Guidance.

Construction and Renovation

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Construction and Renovation (cont.)

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

Project construction using SHSP and UASI funds may not exceed $1,000,000 or 15% of the grant subaward (For the purposes of limitations on funding levels, communications towers are not considered construction).

***Written approval* for construction must be provided by DHS/FEMA *prior to* the use of any HSGP funds for construction or renovation.**

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Program Representative to request disposition instructions. See 2 C.F.R. § 200.313(e).

Performance Reporting

Subrecipients must complete a Biannual Strategic Implementation Report (BSIR) each Winter and Summer using the DHS/FEMA Grants Reporting Tool (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT.

To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Program Representative.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Program Representative. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

Extension Requests (cont.)

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Program Representative. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2022 grant subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Program Representative. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring (cont.)

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with:
- Standard Assurances, and
- Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a "hold" placed on any future reimbursements until the "finding" is resolved.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a "hold" placed on any future reimbursements.

Suspension/ Termination

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

Suspension/ Termination (cont.)

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the
- grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed.

Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

Records Retention (cont.)

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See 2 C.F.R. § 200.334(f).

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.336.

Attachment A – FY 2022 HSGP Final Allocations | 2022

*SHSP allocations reflect National Priority Area project adjustments

State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,650,796		ORANGE	3,091,412
ALPINE	76,144		PLACER	465,163
AMADOR	113,439		PLUMAS	93,069
BUTTE	267,310		RIVERSIDE	2,398,206
CALAVERAS	117,971		SACRAMENTO	1,578,910
COLUSA	90,054		SAN BENITO	137,459
CONTRA COSTA	1,178,218		SAN BERNARDINO	2,161,778
DEL NORTE	100,963		SAN DIEGO	3,210,706
EL DORADO	256,681		SAN FRANCISCO	878,889
FRESNO	1,039,637		SAN JOAQUIN	823,129
GLENN	203,261		SAN LUIS OBISPO	342,776
HUMBOLDT	203,934		SAN MATEO	785,320
IMPERIAL	246,059		SANTA BARBARA	499,634
INYO	93,103		SANTA CLARA	1,882,403
KERN	942,855		SANTA CRUZ	329,270
KINGS	220,013		SHASTA	247,206
LAKE	126,761		SIERRA	78,080
LASSEN	94,530		SISKIYOU	116,808
LOS ANGELES	9,481,458		SOLANO	501,616
MADERA	225,137		SONOMA	671,457
MARIN	320,277		STANISLAUS	599,127
MARIPOSA	91,259		SUTTER	169,573
MENDOCINO	160,849		TEHAMA	137,052
MERCED	346,225		TRINITY	90,284
MODOC	83,289		TULARE	528,108
MONO	87,762		TUOLUMNE	127,742
MONTEREY	488,715		VENTURA	870,206
NAPA	0		YOLO	285,965
NEVADA	171,573		YUBA	148,878
			*Total	41,728,499

Fusion Centers	
Region	**Total Award**
SAN FRANCISCO BAY AREA	1,792,050
SACRAMENTO/CENTRAL VALLEY AREA	2,565,000
GREATER LOS ANGELES AREA	2,887,500
SAN DIEGO AREA	2,047,500
ORANGE AREA	835,000
***Total**	**10,127,050**

Urban Areas Security Initiative (UASI) *A minimum of 30% of UASI funding must be for Law Enforcement Terrorism Prevention			
Urban Area	**Federal Allocation to State**	**Allocation to UASI**	**State Initiatives**
ANAHEIM/SANTA ANA AREA	5,250,000	4,278,750	971,250
BAY AREA	37,049,000	30,194,935	6,854,065
LOS ANGELES/LONG BEACH AREA	67,182,000	54,753,330	12,428,670
RIVERSIDE AREA	3,900,000	3,178,500	721,500
SACRAMENTO AREA	3,800,000	3,097,000	703,000
SAN DIEGO AREA	16,696,000	13,607,240	3,088,760
Total	**133,877,000**	**109,109,755**	**24,767,245**

Attachment B: FY 2022 HSGP Timeline | 2022

DHS/FEMA Announcement of 2022 HSGP	May 13, 2022
Cal OES Application Due to DHS	June 13, 2022
DHS Award to California	September 2022
Subrecipient period of performance begins	September 1, 2022
2022 HSGP California Supplement release	September 2022
Subrecipient Workshops	September 2022
Subrecipient Awards (45 days from DHS award)	October 2022
Subrecipient Final Applications Due to Cal OES	December 31, 2022
Subrecipient period of performance ends	May 31, 2025
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Cal OES's period of performance ends	August 31, 2025

Attachment C: FY 2022 HSGP Application Checklist | 2022

Subrecipient: _____ **FIPS#:** _____

Program Representative: _____

Financial Management Forms Workbook:

- ☐ Grant Award Face Sheet
- ☐ Authorized Body of 5
- ☐ Project Ledger
- ☐ Planning Ledger
- ☐ Organization Ledger
- ☐ Equipment Ledger
- ☐ Training Ledger
- ☐ Exercise Ledger
- ☐ Consultant/Contractor Ledger
- ☐ Management & Administration Ledger
- ☐ Indirect Cost Ledger
- ☐ Authorized Agent Sheet

Attachments:

- ☐ Original Counter-Signed Award Letter
- ☐ Governing Body Resolution (Certified)
- ☐ Standard Assurances (Signed Originals)
- ☐ FFATA Certification
- ☐ Lobbying Certification
- ☐ Subrecipient Grant Management Assessment Form
- ☐ Indirect Cost Rate Negotiation Agreement
- ☐ Personnel Cap Waiver (If Applicable)
- ☐ Intelligence Analyst(s) Certificates (If Applicable)

UASI Only:

- ☐ UASI Footprint
- ☐ UAWG Roster

State Agencies and Tribes Only:

- ☐ Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____

LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered here)	**3.** Taxpayer ID #:	**4.** Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		**4.** Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	**2. PROJECT #** (e.g. 011.22)	**4. EHP required?** (Environmental & Historic Preservation)		**5. VENDOR'S INVOICE #** (**Maximum of 5 invoices**)	**6. PURCHASE METHOD (including Training)**			**7.CLAIM AMOUNT** (indicate the amount per each line)
		No	**Yes** (attach State Approval)		**If Competitive, indicate the # of bids.**	**Non-Competitive Bid**	**Sole Source**	
							8. TOTAL	$ -

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

☐ **1.** I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐ **2.** All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____ _____
AUTHORIZED SIGNATURE **DATE**

4. _____ _____
AUTHORIZED PRINTED NAME **AUTHORIZED TITLE**

5. AUTHORIZED CONTACT INFORMATION **(If different from Section B)**:

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

Revised on December 2019

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION

INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.

2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.

3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.

4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.

2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.

4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

a) ☐ **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:

a) ☐ **Copy of the invoice**: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.

b) ☐ **Copy of the purchase order**

c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm

d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .

e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.

f) ☐ **Proof of payment of the use tax**: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.

g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at http://www.sam.gov/portal/public/SAM. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.

6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.

a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).

b) ☐ **Non-Competitive Bid:** for single bid purchases of $250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

c) ☐ **Sole Source:** for non-bid purchases of $250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.

8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.

2. Please read and check the box provided if you are an authorized signor.

3. Please sign the Grant payment request if you are an authorized signor of your agency.

4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. *1 Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

You need to inform us of any changes on the items above *1. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.

b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.

c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.

e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:

- Attendance sheets (signed by employee and instructor)
- Sign in sheets (same as above)
- Signed training certificates

f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.

h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.

i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.

k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.

b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.

c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME:
SUB-RECIPIENT: _____
DATE OF REPORT: _____

P. ___ of ___

Grant Year	Project Number	AEL No.	Description of Property	Serial # or Other ID #	SAFECOM Consult (Yes/No/NA)	Source of Property (SHSP or EMPG Grant Program)	Department (Title Holder)	Vendor Name	Invoice Number	Acquisition		% of FED Participation	Location	Use & Condition (N=New, D=Deployed, O=Out of Service, L=Lost,	Disposition	
										Date	Cost				Date	Sale Price

N:Grants/Subrecipient Monitoring/Forms/Propery & Equipment Inventory Listing
Revised 12/2019

Equipment Inventory Listing
Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

Field	Date Element	Procedure
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution
Copy maintained in sub-recipient file
Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name _____
Jurisdiction Name: _____
Training Provider: _____
OHS Approved Course Title: _____
Non-SLGCP Course Title & OHS Tracking No. _____
(requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

	EMP NO.	EMPLOYEE NAME	ASSIGNMENT	TITLE	TRAINING REQUEST # (for Training only)	TRAINING START DATE	TRAINING END DATE	SALARY	OT HOURS	REG RATE	OT RATE	OT PAY	Are you claiming for Employee Benefits?	Employee Benefits Rate	CLAIM TOTAL
1											$ -	$ -			$ -
2															
3															
4															
5															
6															
7															
8															
9															
10															
	GRAND TOTAL														**$ -**

Approved by: _____
Authorized Signature

_____ _____
Print Name and Title Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PLANNING ROSTER								
Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product
					-	-		
	GRAND TOTAL						**$**	

Approved by:

Authorized Signature

Print Name and Title

Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXERCISE ROSTER

Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Conducted By	Date of Exercise	Exercise Type	Exercise Role	Date AAR entered into HSEEP
						-	-					
	GRAND TOTAL						**$**					

Approved by:

____
Authorized Signature

____________________ __________
Print Name and Title Date

8. Notes on Personnel Cost:

In general, costs associated with:

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

Project	Employee Name	Project / Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting Period	Total Project Hours	REIMB Request #	Total Cost Charged to Grant
								-	-	N/A	-

Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

Verification	Yes	No	Comment
1. Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit?			
3. Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6. Did the Subrecipient implement the corrective action plan?			

B. TRAINING

Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project' s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

Verification	Yes	No	Comments
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING

Objective

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

Verification	Yes	No	Comments
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for Planning:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT

Objective

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

Verification	Yes	No	Comments
7. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing? b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain Equipment in a secure location?			
9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations? b. What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/ contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

Verification	Yes	No	Comments
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

Verification	Yes	No	Comments
6. For Projects with backfill expenditures for Organization:			
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?			
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?			
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

RESOLUTION CC 2023-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, INCREASING THE POLICE DEPARTMENT FISCAL YEAR 2022-23 BUDGET BY $45,577 AND APPROPRIATE THE SAME DOLLAR AMOUNT TO PURCHASE RADIOS RESULTING FROM A GRANT AWARD BY THE 2022 CALIFORNIA STATE HOMELAND SECURITY GRANT PROGRAM (SHSP)

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

WHEREAS, the City of Covina was awarded the State Homeland Security grant for 2022 in the amount of $45,577 for radios; and

WHEREAS, accepting this award will increase the Police Department's appropriation by $45,577 and revenue account by the same amount; and

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

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

SECTION 1. The Fiscal Year 2022-23 Budget is hereby amended as follows:

Revenue Account	22781130-42035-SHP22	$	45,577.00
Appropriations Account	22781130-55700-SHP22	$	45,577.00

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 18th day of April, 2023.

City of Covina, California

BY:_____
WALTER ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-28 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

ITEM #10.j.

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: City-Wide Sidewalk Repair Project – Award of Contract to FS Contractors, Inc. for an Amount Not-To-Exceed $267,770

Presented by: Andy Bullington, Director of Public Works
Rafael M. Fajardo, City Engineer

Recommendation:
1. Approve plans and specifications for the City-Wide Sidewalk Repair Project;
2. Award a contract for the City-Wide Sidewalk Repair Project to FS Contractors, Inc. as the lowest responsive and responsible bidder in an amount not-to-exceed $267,770 and authorize the City Manager to execute the contract;
3. Authorize a contingency amount of $10,000 for any unforeseen construction expenses.
4. Adopt **Resolution CC 2023-27** appropriating $27,915 from Measure M FY2023 operating budget to the City-Wide Sidewalk Repair Project.

EXECUTIVE SUMMARY/BACKGROUND:

As part of the City's 2022-23 Mid-Year Budget Update to the operational budget, the City Council approved the City-Wide Sidewalk Repair Project, which consists of the removal and replacement of damaged concrete such as uplifted sidewalks, cracked driveway aprons, and non-compliant ADA ramps. This project supports the City's continuous efforts to replace broken or deteriorated sidewalks and maintain ADA compliance by replacing several ADA curb ramps, the removal and replacement of 14,525 square feet of concrete sidewalk, 381 linear feet of 6" & 8" concrete curb and gutter, 2,139 square feet of concrete driveway aprons and miscellaneous repairs.

Following a public bidding process, it has been determined that the lowest responsive and responsible bidder for the project is FS Contractors, Inc. As such, it is recommended that a contract (Attachment C) be awarded for the City-Wide Sidewalk Repair Project to FS Contractors, Inc. as the lowest responsive and responsible bidder in an amount not-to-exceed $267,770.

DISCUSSION:

The Department of Public Works prepared plans and specifications for the Miscellaneous Concrete Project and, in accordance with Covina Municipal Code Section 2.20.100 (Notice Inviting Bids), bids were requested and received. The project was advertised in the *San Gabriel Valley Examiner* on Thursday, March 30th & April 6th, 2023.

Sealed bids were accepted until 10:00 a.m. on April 11th, 2023 by the City Clerk's Office. The City Clerk publicly opened and read aloud two (2) sealed bids submitted in accordance with bid specifications and the results of the bid opening were as follows:

Rank	Contractor	Location	Base Bid Amount
1	FS Contractors, Inc.	Sylmar, CA	$267,770
2	Gentry Brothers, Inc.	Irwindale, CA	$376,671

Staff reviewed all bid documents for completeness and concluded that FS Contractors, Inc. is the lowest bidder to perform the construction of this project. FS Contractors, Inc. has satisfactorily completed similar projects for other agencies, including the City of Covina.

FISCAL IMPACT:

A funding amount of $250,000.00 has been allocated in the City's midyear 2022-23 Budget Update from the Gas Tax fund balance to Project Account 23002200-55250-P2312. Resolution CC 2023-27 will appropriate an additional amount of $27,915 from Measure M, Account 24202200-55250-P2312 (Attachment D). The total funding for the City-Wide Sidewalk Repair Project will be $277,915.

The following table represents the project summary:

Description	**Amount**
Contract Amount	$267,770
Contingency Allowance	$10,000
Plan & Specification Reproduction	$143.27
Total Fiscal Impact	**$277,913.27**

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,

Andy Bullington
Director of Public Works

Rafael M. Fajardo
City Engineer

City of Covina

City Wide Sidewalk Repair Project

Bid Analysis

Bid Opening: April 11, 2023 at 10:00am

Base Bid

Item	Description	Unit	Qty.	#1 - FS Contractors, Inc.		#2 - Gentry Brothers, Inc.	
				Unit Price	Total	Unit Price	Total
1	Clearing and Grubbing per plans and specifications	LS	1	$ 5,000.00	$ 5,000.00	$ 50,713.00	$ 50,713.00
2	Disposal of Waste Materials	LS	1	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00
3	Remove, dispose, and Construct 4-inch thick PCC sidewalk per SPPWC Std. Plan 113-2.	SF	14,525	$ 12.00	$ 174,300.00	$ 16.00	$ 232,400.00
4	Remove and Construct PCC driveway approach per SPPWC Std. Plan 110-2, Type B or C per plan, including all incidentals complete in place per plans, details, and specifications.	SF	2,139	$ 15.00	$ 32,085.00	$ 17.00	$ 36,363.00
5	Remove and Construct PPC Curb Ramp per SPPWC Std. Plan 111-5.	EA	2	$ 8,000.00	$ 16,000.00	$ 8,000.00	$ 16,000.00
6	Remove, dispose, and Construct 8-inch PCC curb & 24" gutter per SPPWC Std. Plan 120-2. A2-8(200) Including all incidentals complete in place, per plans, details, and specifications.	LF	381	$ 85.00	$ 32,385.00	$ 95.00	$ 36,195.00
Total Base Price					**$ 267,770.00**		**$ 376,671.00**

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- ✓ Completed and Signed Bid Cover Form
- ✓ Completed and Signed Bid Sheets
- ✓ Completed, Signed and Notarized Questionnaire
- ✓ Completed References Form
- ✓ Resume of General Construction Superintendent/On-Site Construction Manager
- ✓ Completed Subcontractor Designation Form
- ✓ Completed and Signed Industrial Safety Record Form
- ✓ Completed, Signed and Notarized Bid Bond or Other Security Form
- ✓ Signed and Notarized Noncollusion Declaration Form
- ✓ Completed and Signed Addenda Acknowledgement Form
- ✓ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

CONTRACT BID FORMS

CITY WIDE SIDEWALK REPAIR PROJECT
PROJECT No. P2312

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF COVINA:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Covina to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License:

Number 1005940, Class A-C8-C27, which expires on 7/31/23.

Bidder's Name: FS Contractors, Inc.

Signature: J. Angel Flores Date: 4/11/23

CITY OF COVINA

BID SCHEDULE
SCHEDULE OF PRICES FOR
CITY WIDE SIDEWALK REPAIR PROJECT
PROJECT No. P2312

Bidder's Name: FS Contractors, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	TOTAL AMOUNT
1.	Clearing and Grubbing per plans and specifications.	LS	1	5,000	5,000
2.	Disposal of Waste Materials	LS	1	8,000	8,000
3.	Remove, dispose, and Construct 4-InchThick PCC Sidewalk per SPPWC Std. Plan 113-2.	SF	14,525	12	174,300
4.	Remove and Construct PCC Driveway approach per SPPWC Std. Plan 110-2, Type B or C per plan, including all incidentals complete in place per plans, details, and specifications.	SF	2,139	15	32,085
5.	Remove and Construct PCC curb ramp per SPPWC Std. Plan 111-5.	EA	2	8,000	16,000
6.	Remove, dispose and Construct 8-Inch PCC curb & 24" gutter, per SPPWC Std. Plan 120-2. A2-8(200) Including all incidentals complete in place, per plans, details, and specifications.	LF	381	85	32,385

TOTAL BASE BID SCHEDULE AMOUNT $ 267,770

TOTAL BID PRICE IN WORDS: Two hundred sixty seven thousand, seven hundred and seventy $ 00/100

In accordance with Public Contract Code Section 20103.8 the lowest bid shall be determined on the basis of the base bid only, but the Owner may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination

of alternates. Since the time for the alternate bid items has already been factored into the Contract Time, no additional Contract Time will be awarded for any of the alternate bid items. Because the Owner may elect to include one or more of the alternate bid items, or to otherwise remove certain bid items from the Project scope of work, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder. Bidders shall not unevenly weight or allocate their overhead and profit to one or more particular bid items.

By: J. Angel Fierros
Signature

Jose Angel Fierros
Type or Print Name

President
Title

4/11/23
Date

14838 Bledsoe St.
Business Street Address

Sylmar, CA 91342
City, State and Zip Code

(818) 838-6040
Telephone Number

Bidder's/Contractor's State of Incorporation: California

Partners or Joint Ventures: _____

Bidder's License Number(s): 1005940

Department Industrial Relations
Registered No. 1000033438

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

(1) Bidder's Name: FS Contractors, Inc.

(2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

N/A

(3) Business Address: 14838 Bledsoe St. Sylmar, CA 91342

(4) Telephone: (818) 838-6040 Facsimile: (818) 838-6171

(5) Type of firm - Individual, Partnership, LLC or Corporation: Corporation

(6) Corporation organized under the laws of the State of: California

(7) California State Contractor's License Number and Class: 1005940

Original Date Issued: 4/30/15 Expiration Date: 7/31/23

(8) DIR Contractor Registration Number: 1000033438

(9) List the name and title of the person(s) who inspected the Project site for your firm:

Jose Angel Fierros

(10) Number of years' experience the company has as a contractor in construction work: 23

(11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid:

Jose Angel Fierros, President 13368 Aldergrove St. Sylmar, CA 91342 (818) 974-0895

Salomon Fierros, Vice-President 12862 Maclay Ave. Sylmar, CA 91342 (818) 335-0482

Jose E Fierros, Corporate Secretary 34545 Juniper Valley Rd. Acton, CA 93510 (818) 335-0775

(12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

(13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

(14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

(15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

No

(16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No

(17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

(18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes **No**

b. By the owner against you? Circle one: Yes **No**

c. By any outside agency or individual for labor compliance? Circle one: Yes **No**

d. By Subcontractors? Circle one: Yes **No**

e. Are any of these claims or actions unresolved or outstanding? Circle one: Yes **No**

If your answer is "yes" to any part or parts of this question, explain.

N/A

(19) List the last three (3) projects you have worked on or are currently working on for the City of Covina:

Downtown Parking Lot No 4 Renovation

Downtown Trash Enclosure Phase III

Downtown Trash Enclosure

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

[*SIGNATURE PAGE FOLLOWS*]

Notary Public

Subscribed and sworn to me _____

_____

Signature: _____

_____

This _____ day of _____, 20___

Title: _____

Signature: _____

_____

(SEAL)

Company

Signature: J. Angel Fierros

Title: President

Date: 4/11/23

Signature: _____

Title: _____

_____

Date: _____

_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On April 11, 2023 before me, Martha Isabel Lopez Riubi, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jose Angel Fierros
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MARTHA ISABEL LOPEZ RIUBI
Notary Public - California
Los Angeles County
Commission # 2356361
My Comm. Expires May 21, 2025

Signature Martha Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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REFERENCES FORM

For all public agency projects in excess of $15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/ Number Sidewalk Improvement & Citywide Sidewalk

Project Description Concrete Improvements

Approximate Construction Dates From: 07-25-22 To: 12-11-22

Agency Name: City of Lynwood

Contact Person: Okan Demirci Telephone: (310) 603-0220

Address: 11330 Bullis Road, Lynwood, CA 90262

Original Contract Amount: $ 556,090 Final Contract Amount: $ 612,755

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Extra work

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes **No**

Did the Agency file any claims against you?

Circle one: Yes **No**

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 2 Name/ Number Citywide Sidewalk Curb Gutter

Project Description Concrete Improvements

Approximate Construction Dates From: 04-04-22 To: 05-01-22

Agency Name: City of Rosemead

Contact Person: Okan Demirci Telephone: (626) 569-2100

Address: 8838 E. Valley Blvd. Rosemead, CA 91770

Original Contract Amount: $ 97,127 Final Contract Amount: $ 99,065

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Extra work

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes **No**

Did the Agency file any claims against you?

Circle one: Yes **No**

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 3 Name/ Number FY 2022 - 2023 Concrete Repair (5th Year)

Project Description Concrete Improvements

Approximate Construction Dates From: 09-12-22 To: 10-09-22

Agency Name: City of Agoura Hills

Contact Person: Charmaine Yambao Telephone: (818) 597-7360

Address: 30001 Ladyface Court Agoura Hills, CA 91301

Original Contract Amount: $ 83,000 Final Contract Amount: $ 83,503.62

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Extra work

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes **No**

Did the Agency file any claims against you?

Circle one: Yes **No**

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 4 Name/ Number 2021-22 Annual Concrete Rehab Program

Project Description Concrete Improvements

Approximate Construction Dates From: 05-16-22 To: 07-10-22

Agency Name: City of Santa Clarita

Contact Person: Scott Hamilton Telephone: (661) 259-2489

Address: 23920 Valencia Blvd. Suite 300 Santa Clarita, CA 91355-2196

Original Contract Amount: $ 539,468.50 Final Contract Amount: $ 526,911.13

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Deduction of quantities

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes **No**

Did the Agency file any claims against you?

Circle one: Yes **No**

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 5 Name/ Number 2021-2022 Concrete Repair Project

Project Description Concrete Improvements

Approximate Construction Dates From: 07-11-22 To: 07-31-22

Agency Name: City of Walnut

Contact Person: Fawwaz Ghabra Telephone: (909) 594-9702

Address: 21201 La Puente Rd. Walnut, CA 91789-2018

Original Contract Amount: $ 188,350 Final Contract Amount: $ 195,892.75

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Extra Work

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes **No**

Did the Agency file any claims against you?

Circle one: Yes **No**

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 6 Name/ Number RMDJOC6709 Parkway Concrete Maintenance

Project Description Concrete Improvements

Approximate Construction Dates: From: 05-09-22 To: 09-04-22

Agency Name: County of Los Angeles Public Works

Contact Person: Roger Telephone: (661) 947-7173

Address: 900 South Fremont Ave. Alhambra, CA 91803

Original Contract Amount: $ 500,000 Final Contract Amount: $ 496,563

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Deduction of quantaties

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes **No**

Did the Agency file any claims against you?

Circle one: Yes **No**

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

RESUME

ANGEL FIERROS
13368 Aldergrove St. Sylmar, CA. 91342 (818) 367-0652

Qualifications:

-Strong interpersonal skills; ability to communicate and persuade at all levels and thrive in a cross-functional environment.

-Excellent verbal communication skills

-Computer Savvy – Word, Excel, Quick Books, Outlook, Project Manager, Master Builder, Auto CAD

-Positive attitude & Professional appearance

-Team player / self-starter / organized

-Extensive hands on experience

-Bilingual Spanish / English

Experience:

(1984-1992) **Landscape Development, Inc.**

Laborer - Foremen

-Started from the bottom, as a laborer

-Kept climbing up the ladder learning every phase of construction

-Became Foremen in 1988 and continued to be the lead man until 1992

-Able to read plans, lay out and direct operation for Irrigation / landscape projects

-Extensive knowledge of plant material types

(1992 - 1994) **DJ Construction, Inc.**

Foremen

-In-home estimates

-Blueprint takeoffs. Requisition orders

-Managing/coordinating jobs in progress

-Control different phases of construction in the field

-Order/schedule materials

-Operate different pieces of equipment (from Bob cats, Skip loaders, Back hoes, Loaders, Dump trucks, Water trucks, etc.)

-Install, operate and maintain all irrigation equipment (from Main lines, laterals, valves, sprinklers, controllers, etc.)

(1994 - 2002) **Terra Cal Construction, Inc.**

Foreman - Superintendent

-Control different phases of construction in the field

-Blueprint takeoffs. Requisition orders,

-managing/coordinating jobs in progress

-Order/schedule materials

-Operate different pieces of equipment (from Bob cats, Skip loaders, Back hoes, Loaders, Dump trucks, Water trucks, etc.)

-Install, operate and maintain all irrigation equipment (from Main lines, laterals, valves, sprinklers, controllers, etc.)

(2000 - Present) **FS Contractors, Inc. / FS Construction**

President / Owner

-Take control and direction of company

-Generate estimates

-Write contracts

-Prepare Sub-contracts

-Sale closing tactics and negotiating skills

-Field measuring & onsite cost estimating

-Presentation of company and product(s)

-Field measuring with detail to permit/code requirements

-Worked closely with engineers and architects

-Developed project proposals up to $2,000,000 in value

-Coordinated projects to comply with all addendums, spec sheets, geotechnical data & ADA compliances

-Experienced with prevailing wages and public works projects

-Supervise payroll/ payroll taxes

-Prepare certified payrolls

Education:

1. 2.5 Years of collage in Civil Engineering field
2. Licensed General Engineering Contractor (A)
3. Licensed Concrete Contractor (C8)
4. Licensed Landscaping Contractor (C27)
5. Pervious Concrete Technician Certified
6. Home Improvement Certification
7. ARDEX products installer certified
8. CPR & First Aid certified
9. Basic accounting
10. Bilingual English / Spanish

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California, who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways (including bridges), in excess of one-half percent (0.5%) of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)1
N/A					

1 The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name FS Contractors, Inc.

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	7	7	24	84	76	80	348
Total dollar amount of contracts (in thousands of dollars)	1,835	1,835	9,836	12,409	6,351	15,011	54,681
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	3	3	1	1	3	1	9
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: J. Angel Fierro
Title: President
Date: 4/11/23

Signature: _____
Title: _____
Date: _____

Bond No. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), has issued an invitation for Bids for the Work described as follows:

CITY WIDE SIDEWALK REPAIR PROJECT
PROJECT No. P2312

WHEREAS FS Contractors, Inc. 14838 Bledsoe Street Sylmar, CA 91342
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and RLI Insurance Company 9025 N. Lindbergh Drive, Peoria, IL 61615.
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Ten Percent of the Total Amount of the Bid Dollars ($ 10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 11th, 2023

"Principal"	"Surety"
FS Contractors, Inc.	RLI Insurance Company
By: J. Angel Fierros	By: Pietro Micciche
Its: President	Its: Pietro Micciche, Attorney-in-Fact
By:	By:
Its:	Its:

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On April 11, 2023 before me, Martha Isabel Lopez Riubi, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jose Angel Fierros
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

MARTHA ISABEL LOPEZ RIUBI
Notary Public - California
Los Angeles County
Commission # 2356361
My Comm. Expires May 21, 2025

Signature Martha Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On April 11th, 2023 before me, Angel Nunez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Pietro Micciche
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ANGEL NUNEZ
Notary Public - California
Los Angeles County
Commission # 2321675
My Comm. Expires Mar 14, 2024

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Patricia Zenizo, Pietro Micciche, Elisabete Salazar, jointly or severally

in the City of Glendale, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of April, 2022.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 25th day of April, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of April, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick — Corporate Secretary

0449553020212

A0058D19

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

The undersigned declares:

I am the President of FS Contractors, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/11/23 [date], at Sylmar [city], California [state].

Signature J. Angel Fierros	Signature _____
Printed Name: Jose Angel Fierros	Printed Name: _____
Date: 4/11/23	Date: _____

This form must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On April 11, 2023 before me, Martha Isabel Lopez Riubi, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jose Angel Fierros
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MARTHA ISABEL LOPEZ RIUBI
Notary Public - California
Los Angeles County
Commission # 2356361
My Comm. Expires May 21, 2025

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ADDENDA ACKNOWLEDGMENT FORM

Bidder's Name: FS Contractors, Inc.

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

14838 BLEDSOE STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171
CONTRACTOR'S LICENSE #1005940 CLASS A-C8-C27 • DIR #1000033438

BOARD RESOLUTION OF FS CONTRACTORS INC. ADOPTED ON January 4, 2016

RESOLVED THAT:

1. The following are the appointed Directors of FS Contractors, Inc.
   Jose Angel Fierros, President
   Salomon Fierros, Vice President
   Jose Ernesto Fierros, Secretary
2. The board of directors approves all the directors to execute contracts and agreements on behalf of FS Contractors, Inc.

Secretary's Certification:

I certify that this resolution was duly adopted by the board of directors of FS Contractors, Inc. at a properly noticed open meeting held on January 4, 2016.

Jose Ernesto Fierros, Secretary
1/4/16

CONTRACT

CITY OF COVINA CONTRACT FOR CITY WIDE SIDEWALK REPAIR PROJECT, PROJECT P2312

THIS CONTRACT ("Contract") is made and entered this 18th day of April, 2023 ("Effective Date"), by and between the CITY OF COVINA, a California municipal corporation ("City") and FS Contractors, Inc., a California corporation ("Contractor"). Contractor's California State Contractor's license number is 1005940; Class A-C8-C27. Contractor's DIR registration number is 1000033438.

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 City-Wide Sidewalk Repair Project, Project P2312 ("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 Two Hundred Sixty-Seven Thousand Seven Hundred and Seventy Dollars ($267,770.00) 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.

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: _____
City Manager

ATTEST:

By: _____
Deputy City Clerk

Dated: _____

_____
("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), State of California, has awarded to _____
_____
_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows**:**

CITY WIDE SIDEWALK REPAIR PROJECT
PROJECT No. P2312

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of __
_____
Dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become

null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____ Its	By: _____ Its
By: _____ Its	By: _____ Its
(Seal)	*(Seal)*

APPROVED AS TO FORM:

By: _____
City Attorney

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows**:**

CITY WIDE SIDEWALK REPAIR PROJECT
PROJECT No. P2312
(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
_____.
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____
_____Dollars ($_____
_____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____ Its	By: _____ Its
By: _____ Its	By: _____ Its
(Seal)	*(Seal)*

APPROVED AS TO FORM:

By: _____
City Attorney

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

RESOLUTION CC 2023-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA TO AMEND THE FISCAL YEAR 2022/2023 BUDGET AND REFLECT AN APPROPRIATION OF $27,915 FROM MEASURE M FUND BALANCE FOR THE CITY-WIDE SIDEWALK REPAIR PROJECT ACCOUNT NO. 24202200-55250-P2312.

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 2023 Operating Budget & Capital Improvement Plan (CIP) was approved on May 17, 2022; and

WHEREAS, the approved Operating Budget and Capital Improvement Plan (CIP) is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the City of Covina wishes to appropriate funds from Measure M fund balance for the City-Wide Sidewalk Repair Project – Project Account No. 24202200-55250-P2312.

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

SECTION 1. Amend the Fiscal Year 2022/2023 Budget for the City-Wide Sidewalk Repair Project, Project No, P2312

SECTION 2. Appropriate $27,915 from Measure M fund balance account below:

Account No.	Account Description	Amount ($)	Increase/Decrease
24202200-55250-P2312	Measure M-Streets-Maint-Street Infrastructure	$27,915	Increase

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 18th day of April, 2023.

City of Covina, California

BY: _____
WALTER ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-27 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Consideration of an Update and Renewal to the Professional Services Agreement between the City of Covina and Willdan Financial Services for Special District Administration, Bond Disclosure Services, and Annexation Services

Presented by: Brian K. Lee, AICP, Director of Community Development

Recommendation: 1. Authorize the City Manager to execute a Professional Services Agreement with Willdan Financial Services for Special District Administration, Bond Disclosure Services, and Annexation Services and authorize the City Manager or his designee to execute the Agreement and related documents; and
2. Adopt Resolution CC 2023-29 to amend the FY 22-23 Community Facilities District (2007-1) budget to increase the Consulting and Legal expenditure budgets.

BACKGROUND:

On July 1, 2015, the City entered into a Professional Services Agreement with Willdan Financial Services for the provision of services necessary for the annexation of parcels into the Community Facilities District. Willdan performs services in the fields of special district administration, formation, annexation services, and specialized financial services. The general scope of services of the original agreement included:

- Community Facilities District Administration Consulting Services;
- Community Facilities District Annexation Services;
- Vehicle Parking District No. 1 Administration;
- Sanitary Sewer Service Charge Administration;
- Landscape Maintenance District No. 1 Administration;
- Lighting District No. 1978-79 Administration;
- 2009 Wastewater Revenue Bonds-Bond Disclosure Services; and
- 2010 Water Revenue Bonds-Bond Disclosure Services.

Since the original agreement was executed, six subsequent amendments have been enacted which generally expanded the scope of Willdan's work for both City-wide and project-specific tasks. In 2022, the City received a proposal from Willdan to perform services related to the administration and future annexations for the newly formed Community Facilities District No. 2022-1 (Stormwater) and an update to the administration fee for CFD 2007-1. This has been incorporated into the proposal for the overall agreement update. As such, it has now become necessary to create a new agreement which incorporates the full scope of services which the City desires to be performed by the consultant.

DISCUSSION:

The specialized services performed by Willdan are not available in-house. Over time, some of the project-specific amendments related to the original agreement have become irrelevant as projects concluded. Further, some fees have been updated and scopes of work have been updated to reflect the needs of the City. Approving the consolidation and update of the agreement by entering into a new one will achieve these goals. The proposal/scope of work is included as Exhibit A to Attachment B.

FISCAL IMPACT:

There is no impact to the General Fund. Non-general funds are allocated annually within each of the City's special district budgets to cover the costs to be incurred under the proposed contract. In conjunction with this agreement, it is recommended that the Council adopt Resolution CC 2023-29 (Attachment A) to increase the Consulting and Legal budgets for the Community Facilities District 2007-1 in order to accommodate the administration fee as proposed in the scope of work, and to cover the actual costs of legal fees associated with complex annexations. This action would increase the budget in account 2740-4800-51005 (Consulting Fees) by $2,850 and increase the budget in account 2740-4800-51200 (Legal Fees) by $3,000.

The total compensation for this agreement for administration and continuing bond disclosure services shall not exceed $59,295 in FY 2022-2023. The agreement allows for an increase to the annual administration fees for up to the most recent annual change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Long Beach-Anaheim area, as calculated by the U.S. Department of Labor. The CPI increase will be effective at the beginning of the next fiscal year, with notice to the City and shall increase the total not to exceed by that amount. This agreement is valid through February 1, 2024. Costs and related cost centers are as follows:

Administration Activity	Account Number	Annual Cost
Community Facilities District (2007-1)	2740-4800-51005	$ 4,850.00
Community Facilities District (2022-1)	4707-5600-51005	$ 4,000.00
Landscape Maintenance District	2720-2250-51530	$ 9,765.31
Lighting District No. 1	2710-2300-51530	$ 6,318.73
Vehicle Parking District	2700-2800-51530	$ 4,021.01
Sanitary Sewer Service Charge	6300-2700-51170	$10,339.74
Continuing Bond Disclosure Services	Various	$ 6,500.00
Arbitrage Reports	Various	$ 6,500.00
Estimated Expenses to be Itemized	Various	$ 7,000.00
	Total NTE FY 22-23:	**$59,294.79**

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This activity will not result in a reasonably foreseeable change to the physical environment and does not constitute a project; it is exempt from CEQA under State CEQA Guidelines Section 15378(a).

Respectfully submitted,

Brian K. Lee
Director of Community Development

RESOLUTION CC 2023-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2022-2023 COMMUNITY FACILITIES DISTRICT OPERATING BUDGET TO INCREASE THE EXPENDITURE ALLOCATIONS FOR CONSULTING AND LEGAL FEES

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 2022-2023 Operating Budget was approved on May 17, 2022; and

WHEREAS, the approved Fiscal Year 2022-2023 budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the allocation 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, the City of Covina wishes to increase the expenditure allocations for Consulting and Legal Fees in relation to the Community Facilities District (2007-1) Fund.

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

SECTION 1. The City Council authorizes City staff to amend the FY 2022-2023 City of Covina operating budget and amend the necessary accounts as follows:

Account Number	Description	Increase/Decrease	Amount
2740-4800-51005	Consulting Fees	Increase	$2,850
2740-4800-51200	Legal Fees	Increase	$3,000

SECTION 2. This resolution shall take effect immediately upon adoption.

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 18th day of April, 2023.

City of Covina, California

BY:_____

WALTER ALLEN, III, Mayor

Attachment A

ATTEST:

_____

FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-29 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____

FABIAN VELEZ, Deputy City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated April 18, 2023 ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and Willdan Financial Services, a 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 perform services related to Special District Administration, Bond Disclosures, Arbitrage Reports, and Annexation Services.

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 February 1, 2024 unless sooner terminated as provided in Section 14 of this Agreement.

2. Compensation.

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant a sum not to exceed Fifty-Nine Thousand Two Hundred Ninety-Five Dollars ($59,295) (the "maximum compensation"), based on the service rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A** for Fiscal Year 2022-2023. In future fiscal years, a Consumer Price Index increase as notified by the Consultant to the City shall be applied to administration costs as set forth in **Exhibit A** and shall increase the maximum compensation by such amount. Any terms in **Exhibit A**, other than the payment rates and schedule of payment, are null and void.

B. Expenses. City shall only reimburse Consultant for those expenses expressly set forth in **Exhibit A**. In no event shall reimbursable expenses collectively exceed the total sum of Three Thousand Dollars ($3,000.00.)

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 Susana Hernandez, Senior Project Manager (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. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

C. 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.

D. 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. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Finance Director.

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 and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and 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. 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. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services

under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

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. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to 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 Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. 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 8 shall survive the expiration or termination of this Agreement.

9. 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 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify and hold harmless 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, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, 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 design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, 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 "Claims"), 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 Claims 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 Claim 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 the Indemnitees in connection therewith.

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 B. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 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 indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims 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 Claims 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.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section 10, 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.

D. 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. This hold harmless and indemnification provisions in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 10 shall survive the expiration or termination of this Agreement.

11. 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 11.

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.

4) Professional Liability Insurance [or Errors and Omissions Insurance] with minimum limits of Two Million Dollars ($2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 11 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 11.

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 11 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 11 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 11 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 11 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 11 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 11, 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 11. 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 10 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 11.

12. 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.

13. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of two years (2) 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.

14. 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 seven (7) calendar days before the termination or suspension is to be effective. 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.

15. 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 sole 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.

16. 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:
Community Development Department
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:
Susana Hernandez
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590

17. 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.

18. 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 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "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.

19. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, 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.

20. 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.

21. Exhibits. Exhibits A, **B, C** and **D** 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

29. 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.

30. 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: Fabian Velez
Title: Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney

Consultant:

Willdan Financial Services,
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.*)

EXHIBIT A
APPROVED FEE SCHEDULE

Fee for Services

Willdan proposes to provide the Special District Administration and Annexation Services outlined within the Scope of Services section to the City of Covina for the fees outlined below.

Annual District Administration Services

The fees below are based on the time estimated that will be spent on average each year, and on the current parcel counts. If and when the parcel numbers vary or the structure of the district(s) and special taxes/assessments/charges are modified, the fee structure will be adjusted accordingly by an addendum.

District	FY 22/23 Fee
CFD 2007-1	$ 4,850.00
CFD 2022-1 (Stormwater)	4,000.00
Landscape Maintenance District	9,765.31
Lighting District No. 1	6,318.73
Vehicle Parking District	4,021.01
Sanitary Sewer Service Charge	10,339.74
Total Annual Administration Fee	**$ 39,024.79**
Optional: Fee per Reminder Letter to Delinquent Property Owners, at City's Request	$15

As the work progresses, the annual administration fee will be invoiced on a quarterly basis. In future years, the fee may be subject to increase, which will not exceed the most recent annual change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Long Beach-Anaheim area, as calculated by the United States Department of Labor. The CPI increase will be effective annually with notice on the anniversary of contract execution.

Notations

- Telephone conference calls are not considered meetings and are not limited by our proposal.
- Additional services, including attendance at additional meetings or preparation of handbills, may be authorized by the City and will require an additional fee.
- If the City wishes for Willdan to attend additional meetings specific to annual administration services and/or annexation projects, the fee will be $1,500 per meeting plus travel expenses.

Continuing Disclosure Services

Continuing Disclosure Services	Fee
Engagement Fee for New Issues	$250 per Issue
Base Annual Report Fee	
Pension Obligation Bonds	$1,250
Revenue Bonds	$1,500
Certificates of Participation	$1,250
Incremental Fee per Parity Issue	$450
Supplemental/Amended Reports (if necessary)	$250 - $950 per Report
Notice of Occurrence of Listed Events	$250 per Notice
CDIAC Report Preparation and Filing	
CDIAC Yearly Status Report (due annually in October)	$450 per Report
CDIAC Yearly Transparency Report (due annually in January, while proceeds are outstanding)	$950 per Report
CDIAC Yearly Transparency Report (due annually in January, once proceeds are fully expended)	$250 per Report

Billed invoices are required to be paid within 30 days of receipt.

Arbitrage Rebate Services

To the extent that the necessary information is available, Willdan endeavors to quote fees that accurately reflect the complexity of the services requested. If circumstances are encountered that affect our ability to proceed, such as additional information coming to our attention not determined or available during our scoping efforts, we will inform you promptly and seek your approval for any changes in scope, timing or fees that may result from such circumstances.

The nature and complexity of each bond issue, the frequency of computation, and the transparency of the transactional data, determines the extent to which the following specialized services may apply.

Arbitrage Services	Fee
Engagement Fee. One-time fee charged for newly contracted issues.	$500
Base Fee. Annual report.	$1,250
Base Fee. Installment report.	$2,000
Data Analysis in Excess of 12 months. Arbitrage analysis for periods greater than one year will be charged an extra fee for each additional bond year analyzed.	$250 per year
Commingled Funds Analysis. Clients providing data with commingled funds will incur an additional charge to uncommingle transactional data.	$250 per Fund
Parity Reserve Allocation. Bonds that have been issued on parity that require an allocation of the reserve fund.	$250 per Fund
Transferred Proceeds Analysis. The regulations require an additional level of analysis for proceeds of Refunding and Refunded bonds.	$250 per Fund
Universal Cap Analysis. The regulations require an additional level of analysis when the balance of bond proceeds exceed the value of the outstanding bonds.	$500 per Year
Non-Bona Fide Debt Service Fund. Our base fee assumes that the Bond Fund, as defined in the bond documents, meets the bona fide debt service fund exemption to rebate. If this fund fails to qualify for this exemption, an additional fee will be charged to analyze the investment activity.	$500 per Fund
IRS Audit Assistance	$150 per Hour
Request for Refund of Overpayment	No Charge
Online Compliance Management System	No Charge
Preparation of IRS Form 8038T (Payment)	No Charge

Billed invoices are required to be paid within 30 days of receipt.

Special District Annexation Services

The fees denoted below are not contingent upon the successful annexation of the parcels to the applicable special district.

CFD Annexation Services

If the City wishes to annex parcels to an existing CFD the associated fee will be ***$3,000 per annexation.*** The fee associated with the optional service of attending a City Council meeting is $1,250 per meeting.

1972 Act District Annexation Services

If the City wishes to annex parcels to an existing 1972 Act District the associated fee will be ***$8,500 per annexation.*** The fee associated with the optional service of attending a City Council meeting is $1,250 per meeting. The cost associated with the mailing of notices and ballots is not included within the quoted fee and may be included as a separate cost depending on the number of ballots that need to be mailed via the United States Postal Service or Fed Ex, if deemed necessary.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses encountered throughout the contract term for all services proposed herein. Examples of reimbursable expenses include, but are not limited to:

- Postage
- Travel expenses
- Mileage (current prevailing rate)
- Maps
- Electronic data provided from the County and/or other applicable resources
- Construction cost periodicals
- Copying (currently 6¢ per copy)

Any additional expense for reports or from third-party vendors will be billed to the City plus a ten-percent mark-up. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates. In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.

City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the services identified herein. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Group Director	$210
Assistant Director | Principal Consultant	$200
Senior Project Manager	$165
Project Manager | Program Director	$145
Senior Project Analyst	$130
Senior Analyst	$120
Analyst	$100
Analyst Assistant	$75
Property Owner Services Representative	$55

EXHIBIT B
SCOPE OF SERVICES

WILLDAN
FINANCIAL SERVICES

January 25, 2023

Ms. Alana Spector
Management Analyst - Housing & Grants
City of Covina
125 East College Street
Covina, California 91723

Re: Proposal to Provide Special District Administration and Annexation Services to the City of Covina

Dear Ms. Spector:

Willdan Financial Services ("Willdan") is pleased to submit the following scope of services and fee to the City of Covina ("City") to provide Special District Administration and Annexation Services, including Continuing Disclosure and Arbitrage Rebate Services. Our team is comprised of leading experts in the field of special district administration, formation and annexation services, as well as federal compliance. We utilize the most advanced special district administration software, and our depth of resources and customer service are unmatched in the industry at a competitive fee.

We are excited about this opportunity to continue to serve the City of Covina. If you wish to discuss any aspect of this proposal, please contact Senor Project Manager Susana Hernandez at (951) 587-3546 or via email at shernandez@willdan.com.

Sincerely,

Willdan Financial Services

Gladys Medina
Vice President and Group Director

T 951.587.3500 ▪ 800.755.6864 | F 951.587.3510 ▪ 888.326.6864 | 27368 Via Industria, Suite 200, Temecula, CA 92590 | www.willdan.com

Scope of Services

The following outlines the proposed scope of services to provide Special District Administration and Annexation Services, including Continuing Disclosure and Arbitrage Rebate Services to the City of Covina ("City"). For the entire scope of services stated herein, Willdan Financial Services ("Willdan") will rely on the validity and accuracy of the City's data and documentation to complete our proposed scope of work. We will further rely on the formation data as being accurate without performing an independent verification of accuracy, and we will not be responsible for any errors that result from inaccurate data provided by the City or a third party.

We want to ensure that our scope of services is responsive to the City's needs. We will work with the City to tailor our proposed work plans based on input received prior to approval of a contract, and as needed during the course of the project.

Annual District Administration Services

Community Facilities Districts

Listed below are the tasks associated with the annual administration of the City's Community Facilities Districts (CFDs) 2007-1 and 2022-1.

1. Attend an annual meeting with City staff to discuss the special tax administration of the CFDs. This meeting can be in-person or virtual if the City prefers.
2. Create, maintain and periodically update an electronic database containing parcel data and annual special tax levy amounts by Assessor's Parcel Number.
3. Annually calculate and apportion the special taxes as specified in the Rate and Method of Apportionment (RMA) of Special Tax.
4. Provide special tax levies for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required by the County of Los Angeles for placement on the annual property tax roll.
5. Research parcel exceptions provided by the County and, if possible, resubmit installment amounts that are unapplied by the County Auditor/Controller's Office. Willdan will manually invoice special tax installments that cannot be collected on the County property tax roll on behalf of the City.
6. Provide a toll-free number to field inquiries from City staff, property owners, and other interested parties regarding special tax installments and related information.
7. As requested, monitor delinquencies twice a year after obtaining delinquency information from the County and submit periodic delinquency reports to the City.
8. Prepare an Annual Special Tax report. This report will include:
   - Fiscal Year budget information;
   - Delinquency summaries; and
   - Parcel special tax detail report.
9. Prepare "Notice of Special Tax" as required by the California Government Code, Sections 53340.2(b) and 53341.5, as amended. The fee for this service is $15 per Notice and is to be paid by the requestor.
10. At the City's request, prepare and mail invoices (handbills) to those property owners whose proposed annual special tax for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City.

Client Responsibilities – CFD Administration

Willdan will rely on assistance from the City in obtaining the following information:

- Annual cost recovery information requested by Willdan to be included in the levy budget.

- Information regarding land subdivision, issuance of building permits and/or certificates of occupancy (as required by the City). Although Willdan will annually research information, it may still be necessary to obtain additional assistance from the City.

Landscape Maintenance and Lighting Districts

Listed below are the tasks associated with the annual administration of the City's Landscape Maintenance District and Lighting District No. 1.

1. Schedule an annual kick-off meeting with City stall to review the 1972 Act Districts; and identify and discuss possible district changes for the upcoming fiscal year, including budget issues, annexations, modifications to district structure, and improvement expansions or changes, as well as any legislative changes that may impact the districts.

2. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with staff, and adjusted (as needed) to address the City's scheduling requirements or proposed district changes.

3. Maintain and update a district parcel levy database for the upcoming fiscal year. Utilizing the parcel levy database from the prior fiscal year, update (as needed or as new data becomes available) the district's parcel information/data, which is necessary to calculate and submit the annual levy of assessments to the County Auditor/Controller's Office for the upcoming fiscal year. To identify possible parcel changes and discrepancies requiring review, enhance the data through parcel research by using updated secured roll information, County Assessor maps, or various third-party resources. Additional information provided by the City (e.g., updated tract maps, building permit information, or parcels the City has identified as "exempt' or as having special circumstances in calculating the annual assessments) will be reviewed and incorporated into the database.

4. Review the preliminary district budget provided by the City; focus on significant budget changes from the previous year, as well as on accurate cost recovery. As part of this review process, request clarification of specific expenses or revenues, thereby ensuring that budget(s) incorporate appropriate maintenance, material, and capital costs; administrative and other incidental expenses; and available revenue sources and fund balances. Utilize the updated parcel data and levy information to establish more accurate estimates of anticipated assessment revenues associated with the Districts.

   Based on review of the preliminary budget(s), Willdan may provide specific recommendations or budget alternatives that the City may consider for inclusion in the final budget(s) to be incorporated in the annual Engineer's Report for presentation to the City Council. These recommendations may include both short and long-term budget considerations and objectives, which may facilitate changes in the level of assessment or funding from other sources. If necessary, meet with City staff to discuss aspects of the annual budget.

5. Prepare the district's annual Engineer's Report in accordance with the Landscaping and Lighting Act of 1972, and the provisions of California Constitution Article XIIID (Proposition 218). This report will include the following items:

   - A general district description that may include key historical facts, zone designations, and descriptions; plus, a discussion of district benefits;
   - A description of the plans and specification for the improvements (this may include a reference to documents on file at the City);
   - An estimate of the improvement costs (budget);
   - A description of the Method of Apportionment (assessment calculation);
   - A district diagram (provided by the City; updated, as required);
   - An assessment of the estimated cost to each parcel; and
   - An affidavit stating that a professional engineer has prepared the report.

6. Provide the City with one (1) bound copy of the Engineer's Report for the City Clerk, including the collection roll; and one (1) PDF copy via email for City staff to reproduce (as needed).

7. Attend (in addition to the annual kick-off meeting) up to two (2) City Council meetings, Public Hearings, and/or staff meetings; be available to answer questions posed by the City Council or staff.

8. Transfer levy data (upon completion of the Public Hearing and adoption of Resolution to Levy) to an electronic file that is compatible with the County's computer system to record individual parcel tax roll levy amounts.

9. File the electronic collection file, Resolution to Levy, and other necessary documentation required by the County Auditor/Controller's Office to collect assessments.

10. Research exceptions, update parcel number changes, and report revised parcels and updated levy amounts to the County upon receipt of the County's parcel exceptions list. As necessary, prepare additional County-required correspondences for the City that relates to the correction or removal of assessments from the County tax roll (tax bill change requests).

11. Act as primary contact, at the discretion of the City, to answer property owner questions regarding the districts and assessments.

12. Prepare and mail invoices (handbills), upon City's written request, to all property owners whose annual assessment could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would provide for two (2) installments similar to the County tax bills and would be payable directly to the City. Willdan will confirm that payment is made, and maintain a payment history for each hand-billed property.

Vehicle Parking District No. 1

Listed below are the tasks associated with the annual administration of the Vehicle Parking District No. 1.

1. Discuss with City staff (prior to the preparation of annual report) any possible changes to the district for the upcoming fiscal year, including budget issues, expansion or changes in the improvements, as well as any legislative changes that may impact the district.

2. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with staff, and adjusted (as needed) to address the City's scheduling requirements or proposed district changes.

3. Maintain and annually update the district's parcel database. Utilizing the parcel levy database from the prior fiscal year, update the district's parcel information data, which is necessary to calculate the estimated ad valorem assessment revenues, as based on available County-assessed property values within the district. To identify possible parcel changes and/or discrepancies, the district's parcel information will be updated by using available secured roll information, County Assessor maps, and various third-party resources. Additional information provided by the City (e.g., updated maps, building permit information, or acquisitions) will be reviewed and incorporated into the database.

   Identified significant changes or inconsistencies will be researched and discussed with the City (as needed) to ensure that the annual assessment for each parcel is calculated according to the district's Method of Apportionment. The updated database will then become the source for estimating the annual assessment revenues for the district's budget. Assessor's parcel maps, secured data roll, or other necessary or required data sources for the calculation of the County's annual assessments or levy submittal (not provided by the City) will be purchased by Consultant and expensed to the City (at cost).

4. Review the preliminary district budget provided by the City; focus on significant budget changes from the previous year, as well as on accurate cost recovery. As part of this review process, request clarification of specific expenses or revenues, thereby ensuring that the budget(s) incorporate appropriate maintenance, material, and capital costs; administrative and other incidental expenses; and available revenue sources and fund balances. The district's updated parcel data will be utilized to establish anticipated assessment revenues.

   Based upon the preliminary budget's review, provide specific recommendations or budget alternatives that the City may consider for inclusion in the final budget to be incorporated in the annual report for presentation to the City Council. These recommendations may include both short and long-term budget

considerations and objectives, which may facilitate changes in the level of assessment or funding from other sources. If necessary, meet with City staff to discuss aspects of the annual budget.

5. Review the existing district boundary diagram to ensure that the boundary is consistent with parcels that are currently being assessed. Any inconsistencies will be discussed with the City.

6. Prepare (for presentation to City Council) the district's annual report in accordance with the Vehicle Parking District Law of 1943, and the provisions of California Constitution Article XIIIC and XIIID (Proposition 218). This report will include the following items:

   - A brief discussion of the district's background and general description;
   - A description of improvement plans and specifications (may include a reference to documents that are on file at the City);
   - A description of the Method of Apportionment (assessment calculation);
   - A budget summary of estimated expenses and revenues (provided by the City);
   - An assessment of the estimated cost to each parcel;
   - A copy of the district's boundary (previously provided by the City); and
   - An affidavit stating that a professional engineer has prepared the report.

7. Provide the City with one (1) bound copy of the annual report for the City Clerk, including the collection roll; and a PDF of the report via email for City staff to reproduce, as needed.

Sanitary Sewer Service Charge

Listed below are the tasks associated with the annual administration of the City's Sanitary Sewer Service Charges.

1. Review with City staff (prior to annual levy submittal) the district assessments applied to the tax roll for the prior fiscal year, as well as proposed charges calculated for the upcoming fiscal year.

2. Maintain and update an annual parcel levy database for the City's sewer charges by utilizing the parcel levy database that was established for the prior fiscal year. To calculate and submit the annual levy charges to the County Auditor/Controller's Office for the upcoming fiscal year, update (as necessary) parcel information and data. To identify possible parcel changes and discrepancies, the levy data will be based on the County's secured roll; and enhanced through parcel research by using updated Assessor's information and various third-party resources. Additional information provided by the City (e.g., updated tract maps, building permit information, or parcels the City has identified as "exempt' or as having special circumstances in calculating the annual assessments) will be reviewed and incorporated into the database.

   To ensure that each parcel's annual charge is calculated according to the Method of Apportionment established by the City, identified significant changes or inconsistencies will be researched and discussed with the City (as needed). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, land use changes, and adjusted benefit information. The updated database will then become the source for calculating the annual charges. Assessor's parcel maps, secured data roll, or other data sources that are necessary or required for the calculation of the annual charges or for levy submittal to the County (not provided by the City) will be purchased by Willdan and expensed to the City.

3. Transfer levy data (upon completion of the Public Hearing and adoption of Resolution to Levy) to an electronic file that is compatible with the County's computer system to record individual parcel tax roll levy amounts.

4. File the electronic collection file, Resolution to Levy, and other necessary documentation required by the County Auditor/Controller's Office to collect charges.

5. Research exceptions, update parcel number changes, and report revised parcels and updated levy amounts to the County upon receipt of the County's parcel exceptions list. As necessary, prepare additional County-required correspondences for the City that relates to the correction or removal of the charges from the County tax roll (tax bill change requests).

6. Provide a final levy tax roll listing to the City upon final reconciliation of the applied levy with the County. Parcels for which a charge was proposed, but could not be applied to the tax roll, will be identified.
7. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the sanitary sewer charge.

City Responsibilities – Landscape Maintenance and Lighting Districts, Vehicle Parking District and Sanitary Sewer Service Charge

The City is responsible for, and shall provide or prepare, the following in order to properly administer the Landscape Maintenance and Lighting Districts, Vehicle Parking District and Sanitary Sewer Service Charge.

- Local newspaper publication and posting of Public Hearing notices, as required by law.
- Changes, modifications, or updates to the improvements described in the prior year's Engineer's Report.
- Updates of pertinent development information within the City (if needed) that would impact the annual charges.
- Copies of staff reports, resolutions, and other legal notices connected with the project (as may be required for Willdan to complete the outlined scope of work), including (at a minimum) certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy. The City will also schedule agenda items.
- Copies of the City Ordinance establishing charges or changes.
- An updated list of improvements, provided and maintained by each district, for incorporation into the Engineer's Report. If available, the list of improvements should include detailed plans and specifications.
- Updated boundary diagrams for incorporation into the Engineer's Report.
- City Attorney's review for form and content of all resolutions.
- Annual district budget information that is necessary to prepare the annual levy/report, including specific expenses, estimated fund balances required to calculate the annual assessments and prepare the Engineer's Report, and revenues (revenue information should comprise all revenues, other than the estimated assessment revenue).
- Information regarding land subdivisions, issuance of building permits, or other related development information (as requested by Willdan), including tract maps, improvement plans, Assessor's parcel maps, or other maps required to identify benefiting parcels for preparation of the Engineer's Report.
- Coordinate and supply the County Auditor/Controller (upon completion of the district Public Hearing and adoption of the Resolution to Levy) with the tax rate and any necessary documentation for inclusion of assessments on the property tax bills.

Continuing Disclosure

Willdan will provide assistance and advice specific to ongoing continuing disclosure matters. With regard to the City's outstanding debt financings, Willdan will support the City in preparing annual continuing disclosure reports. Willdan will help the City provide required financial and operating data requested by investors and/or required by the bond documents to keep securities holders informed of the investment quality of debt issue. Willdan will also assist the City in responding to questions from investors and other market participants.

Task 1:	Define Compliance Needs and Provide Implementation Schedule
Objective:	Collect bond documents relating to the debt issue, including but not limited to, the formation documents, the official statement, financial statements, Annual Continuing Disclosure Information Statement, and prior CDIAC report, if applicable.
Description:	Willdan will review the bond documents and establish an annual reporting schedule.
Deliverable:	Reporting schedule and instruction relating to online tracking systems.

Task 2:	Compile Data Necessary to Complete Continuing Disclosure and / or CDIAC Report
Objective:	Collect data and other third-party information required to be included in the continuing disclosure report and/or CDIAC Report directly from the City, trustees, fiscal agents, state and county agencies and others.
Description:	Review the information for accuracy and compliance with continuing disclosure documents.

Task 3:	Report Preparation and Review
Objective:	Create a draft of the continuing disclosure report and/or CDIAC Report for review.
Description:	Willdan will discuss with City staff any relevant issues and provide suggestions regarding industry standards.
Deliverable:	Continuing Disclosure and/or CDIAC Report.

Task 4:	Report Dissemination
Objective:	Provide timely Continuing Disclosure Report filings to the municipal market, CDIAC reports, if applicable, to the State of California.
Description:	Once authorization to disseminate has been received, Willdan will post the report to EMMA and provide confirmation of the date and time of the posting. If applicable, Willdan will post the CDIAC report on the CDIAC website.
Deliverable:	Upload completed and approved Continuing Disclosure Report to EMMA, or the currently recognized public repository. Submit CDIAC report to CDIAC.

Task 5:	Notices of Occurrence of Listed Events and Supplemental Reporting
Objective:	Provide timely Notice of Occurrence of Listed Events to the municipal market and supplement annual filings as necessary.
Description:	Willdan will prepare Notices of Occurrence of Listed Events covering events enumerated in Rule 15c2-12(b). Willdan will also prepare Supplemental Continuing Disclosure Reports, as necessary.
Deliverable:	Upload Notices of Occurrence of Listed Events and Supplemental Continuing Disclosure Reports to EMMA, or the currently recognized public repository. Provide confirmation of the date and time of the posting.

Task 6:	Investor Support
Objective:	Present a unified message to the municipal market.
Description:	Willdan will respond to investor calls either directly or after consultation with your staff.
Deliverable:	Investor call support.

Task 7:	Ongoing Regulatory Education
Objective:	Ensure communication with the secondary market meets current regulatory requirements and is mindful of enforcement actions and investor concerns.
Description:	Willdan will monitor information releases from CDIAC, the SEC and the MSRB regarding enforcement actions and regulatory changes. If requested, Willdan will review draft continuing disclosure documents for new issues.
Deliverable:	Upon request.

Client Responsibilities – Continuing Disclosure

The City is responsible for, and shall provide or prepare, the following in order for Willdan to providing continuing disclosure services.

- Financial and Operating Information, including but not limited to: bond documentation, adopted budget, audited and unaudited financial statements (if audited financials are not available), communications with CDIAC, bank statements/transactional data, and fund balances.
- Timely review of draft Continuing Disclosure Report.
- Authorization to disseminate Continuing Disclosure Report.
- All information relating to any change to the credit ratings or the occurrence of Listed Events as identified in the Continuing Disclosure Agreement or Certificate within three business days from the date of occurrence of such event.
- All Ratings Reports sent to Willdan by any Rating Agencies. Authorization for Rating Agencies, Trustees, and any other third parties to send information directly to Willdan.

Arbitrage Rebate Services

Outlined below are the tasks associated with the provision of arbitrage rebate services.

Task 1:	Define Compliance Needs and Provide Implementation Schedule
Objective:	Obtain bond documents, prior reports, and transactional data necessary to prepare arbitrage computations.
Description:	Willdan will review the bond documents and prior reports provided by the City and assess the special elections made at issue and the availability of regulatory exceptions.
Deliverable:	Implementation schedule and access to online Compliance Management System.

Task 2:	Verify Bond Yield and Prepare Arbitrage Rebate and Yield Restriction Analysis
Objective:	Compute the cumulative arbitrage rebate liability and/or yield reduction payment accrual for each bond.
Description:	Utilizing data provided by the City and authorized third parties, Willdan will: ▪ Verify the bond yield as stated on the 8038G; ▪ Identify gross proceeds, transferred proceeds, replacement proceeds, and all other funds subject to arbitrage rebate compliance; ▪ Assume all expenditures of bond proceeds have been made in accordance with Section 148(f) of the Internal Revenue Code; ▪ Compute investment earnings, taking into account the proper allocation of commingled funds; ▪ Future value transactions to the computation date; ▪ Test for exceptions to rebate and penalty in-lieu requirements; ▪ Analyze unspent construction funds, overfunded reserves, and other events that may be in violation of Section 148(f) of the Internal Revenue Code; ▪ Determine the yield reduction payment pursuant to Section 148(f) of the Internal Revenue Code; and ▪ Determine the cumulative arbitrage liability pursuant to Section 148(f) of the Internal Revenue Code.
Deliverable:	None.

Task 3: Review and Assess Analysis Outcome

Objective: Multi-tiered review of each prepared report and internal discussion of assumptions and opportunities to reduce the rebate liability.

Description: Proper application of the arbitrage rebate regulations requires understanding the purpose of the financing and the investment and expenditure of bond proceeds.

Once the mathematical analysis is complete, two (2) senior-level rebate consultants perform a comprehensive review of the report noting computational assumptions and technical issues to be evaluated. If appropriate, these issues will be communicated to the City.

Deliverable: Possible discussion with your staff.

Task 4: Conclusions, Recommendations, and Action Plan

Objective: Develop conclusions, recommendations, and produce reports.

Description: Willdan will deliver a cumulative inception to current bond year arbitrage rebate report for each bond under contract and, if warranted, will offer recommendations for actions to be taken including:

- Areas where allocation and accounting methodology could be enhanced;
- Identification of technologies not currently in use that may be applicable and appropriate for future consideration;
- Identification of obstacles or challenges that could prevent timely or accurate compliance; and
- Instructions for filing IRS forms.

Deliverable: Completed arbitrage rebate report for each bond under contract inclusive of:

- Executive Summary detailing the assumptions and methodology used;
- Summary Analysis of all relevant dates;
- Sources and uses of funds;
- Arbitrage yield and yield restriction requirements;
- Rebate liability summarized and by fund;
- Arbitrage/Investment Yield Comparison Graph;
- Rebate Calculations by fund; and
- Outstanding Investments Summary.

Task 5: Review Results

Objective: Discuss arbitrage rebate positions, opportunities, and possible areas of enforcement concern.

Description: Key strategic and procedural issues will be discussed, as well as strengths and challenges relating to long-term arbitrage rebate compliance.

Deliverable: Discussion with City staff.

Task 6: File IRS Payment and Refund Requests

Objective: Assist with filing arbitrage rebate payments and refund requests.

Description: Willdan will supply completed IRS forms and payment instructions, as needed.

Deliverable: Completed IRS Payment and Refund Request Forms, with accompanying instructions.

Task 7: Monitor Regulatory Enhancement and Enforcement Actions

Objective: Willdan will help City staff stay abreast of regulatory interpretation and enforcement.

Description: Willdan requires analyst staff to participate in yearly continuing education events and encourages discussion of current regulatory interpretation with clients. Depending upon the circumstances, Willdan may recommend procedural and documentation changes to City staff.

Deliverable: Audit assistance.

Special District Annexation Services

Included herein are separate work plans specific to the annexation of parcels to either an existing Community Facilities District (CFD) or 1972 Act District.

CFD Annexation Services

Willdan proposes to perform the following tasks to annex parcels into the City's existing CFD. It is anticipated that Willdan will work directly with the developer to these tasks. It is recommended that annexation fees for our services be collected up front from the developer/property owner before project commencement.

1. Following receipt of the City's authorization to proceed, we will discuss the annexation process and timeline with City staff and identify any additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.
2. Willdan will serve as the primary contact and liaison between the City and the developer and coordinate the CFD annexation process from start to finish to ensure all documents are distributed and received from the developer to the City in a timely manner and in accordance with the set schedule.
3. Prepare boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided via PDF for the City's review.
4. At the City's request, prepare the Resolution of Intention and staff report.
5. Once the map has been approved by City Council, Willdan will provide the CFD Annexation boundary map for recordation at the County of Los Angeles.
6. Prepare the Consent and Waiver forms and property owner ballots.
7. At the City's request, prepare the Public Hearing and election resolutions and staff report.
8. At the City's request, prepare the Notice of Public Hearing to be published. The required noticed publication of the Public Hearing in the local newspaper is the responsibility of the City Clerk.
9. Prepare the letter to be sent to the County's Registrar of Voters, if necessary, to obtain certification of the number of registered voters in the annexation area.
10. Prepare the Notice of Special Tax Lien to be recorded by the City Clerk and the AB 2476 letter.

Client Responsibilities – CFD Annexation Services

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner's specific contact person who will execute the petition, consent and waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City's Attorney. Requested changes shall be submitted to Willdan in writing.

1972 Act Annexation Services

The following outlines Willdan's scope of services to assist the City with the annexation of parcels to an existing 1972 Act District. Services will be provided under the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218).

Task 1: Develop Annexation Parcel Database

Objective: Update the assessment database that will be used for the noticing and balloting of affected parcels.

Description: Willdan will develop a parcel database for affected properties (properties to be annexed), as well as surrounding properties that may benefit from the proposed improvements. This database will include relevant property information necessary for establishing the proportional benefit and assessments for these properties, consistent with current case law and to the extent possible the current methodology and administration of the applicable District. We will also input current property owner information into the database. Once this data is complete, the proposed assessment methodology and budget can be applied to determine the actual parcel assessment amounts and produce the assessment roll used for noticing and balloting.

Task 2: Develop Proposed Budgets

Objective: Prepare a comprehensive annual budget and corresponding assessment rates that are structured to achieve maximum cost-to-benefit equity for each property and ensure the long-term financial stability of those improvements.

Description: Work with City staff to prepare an appropriate annual budget applicable to the annexation territory, including those improvements being installed by the developer and/or any existing district improvements that benefit the parcels. The budget will be developed utilizing the improvement information and any specific cost estimates provided by the City. This budget should incorporate not only the annual maintenance costs, but also estimates of periodic maintenance expenditures; long-term repair and rehabilitation costs; applicable capital improvement expenditures; administration expenses; and any other funding deemed appropriate to provide the improvements.

Deliverables: Summary of the budget(s).

Task 3: Review Benefits/Improvements, Verify Assessment Methodology

Objective: Review the improvements and services to be funded by the assessment and the areas and properties to be served in order to verify the existing special/general benefit nexus and assessment methodology is consistent with current case law.

Description: Review the improvement plans for the provision of services, installation/maintenance, and related expenses, in order to verify the benefit relationships between these improvements and services and the properties that will ultimately be annexed and assessed.

Applicable assessment law and the California Constitution require that we firmly establish a special benefit nexus between the properties that will be assessed, and the services being provided. Based on our findings during the analysis in this task, keeping within the established legal and legislative limitations, and accounting for the ramifications of current court decisions, Willdan will identify any necessary modifications to the existing assessment methodology to ensure a reasonable and defensible special benefit nexus for the proposed assessments. Although we do not expect the proposed method of apportionment to deviate significantly from the methodology currently utilized for the existing District, changing legislation and court decisions may warrant some modifications, particularly as it relates to general benefit. Even if the current method of apportionment is appropriate, we may suggest and implement new or expanded benefit descriptions into the Engineer's Report that are deemed necessary to support the assessments.

Task 4: Prepare Engineer's Reports

Objective: Prepare the Engineer's Reports based on information gathered and in-line with the City's criteria for ongoing maintenance and services.

Description: Based on the findings and results from prior tasks an Engineer's Report for the annexation will be prepared. Willdan will ensure that the information contained in the Annexation Report is consistent with information in the Annual District Reports.

The Engineer's Report will include the elements listed below.

- An overview of the annexation of parcels into the existing District.
- A general description of the plans and specifications for the improvements that benefit the properties within the annexation territory.
- An estimate of improvement costs for the fiscal year. This information will be provided in a table format that will identify pertinent expenses and revenue used to determine the annual assessments for the annexation, including identification of direct maintenance costs and incidental expenses.
- A description of the boundaries and map of the annexation boundaries.
- A description of the Method of Assessment (assessment calculation), including identification and discussion of benefit findings.
- An assessment of the estimated costs to each parcel (proposed assessments) presented as an appendix to the Report or as a separate exhibit listing each parcel and proposed assessment for the fiscal year in which the report is prepared.
- An affidavit stating that a professional engineer has prepared the report.

Deliverables: One (1) draft Engineer's Report for review by City staff. After receiving all edits and comments from City staff, Willdan will prepare and submit a final draft of the Report for Council action.

Task 5: Prepare Resolutions

Objective: Prepare resolutions for the Intent Meeting and Public Hearing.

Description: We will forward all resolutions to the City for review prior to the City Council meeting agenda deadline. We anticipate that the following resolutions will be necessary.

Intent Meeting (two resolutions):

- Resolution Initiating Proceeding; and
- Resolution of Intention, declaring the City's intent to annex properties and to levy the annual assessments; preliminarily adopts the Engineer's Report; sets the Public Hearing date; and calls for the property owner balloting.

Public Hearing (two resolutions):

- Resolution declaring the results of the property owner balloting; and
- Resolution confirming the Engineer's Report, the annexation of territory, the assessments, and ordering the levy and collection of those assessments.

Deliverables: A total of four (4) resolutions will be required for City Council approval. The first two are for the initial City Council meeting. The second set of resolutions is specific to the Public Hearing. Draft resolutions will be delivered to City staff for review and comment prior to final versions being prepared and delivered to the City for the City Council agenda packet.

Task 6: Prepare Notices and Ballots

Objective: Prepare the necessary notice of Public Hearing and the assessment ballot, in compliance with Proposition 218.

Description: Prepare the required notice of Public Hearing and the assessment ballots to be mailed to affected property owners. Draft copies will be sent to City staff for review and comment prior to finalization of the documents.

Our draft of the notice and ballot will be consistent with and in a format widely used throughout the State for such assessment ballot proceedings. This documentation will be tailored as

needed to specifically address the annexation and the assessments for each individual parcel.

Deliverables: The draft notice and ballot will be delivered to City staff for review and comment prior to the final versions being prepared for mailing.

Task 7: Print and Mail Notices and Ballots

Objective: Print and mail the approved notice and ballot.

Description: Upon adoption of the resolutions during the Intent Meeting, we will print and assemble the notice and ballot for mailing. The notice and ballot will be double-sided, in order to save money on postage costs. A return #9 envelope will be included for the property owner to mail back the assessment ballot to the City Clerk.

The notice and ballot will be delivered via first class mail. The ballot will contain instructions to return directly to the City Clerk and to not open until the close of the Public Hearing. Mailing of the notice and ballot will be completed a minimum of 45 days prior to the Public Hearing date as set in the resolutions described in Task 5.

Deliverables: Notices and ballots mailed to the property owners of record subject to the proposed new assessment.

Task 8: Public Hearing and Ballot Tabulation

Objective: Hold the Public Hearing to answer questions from the City Council and tabulate ballots received.

Description: At the City's request, a Willdan representative will attend the Public Hearing to be available to answer questions from the City Council regarding the Engineer's Report and/or the ballot process. **Please see optional services below.**

Upon the close of the Public Hearing, the City Clerk will be directed to open the ballot(s) received, and upon completion of the tally, announce the results. However, Willdan will be available to assist the City Clerk as needed and/or be available to answer questions if there are any irregularities or issues with the ballots or ballot process.

Meetings: One (1) City Council session for the Public Hearing upon City request.

Optional Service – Attend City Council Meetings
In order to keep the project cost down, we do not anticipate the need for Willdan to attend the Intent Meeting and/or Public Hearing. However, at the City's request we can attend a Council meeting for an additional fee as outlined in the budget section of this submittal.

Client Responsibilities – 1972 Act Annexation Services

To assist Willdan, the City will provide the following information and/or services:

- Detailed listings and descriptions of the improvements, services and/or maintenance to be funded, which needs to be reviewed during the initial part of this project. Provide (as needed) pertinent budget information, which may include estimated construction costs, estimated service costs or rates, specific replacement costs and/or capital expenditures, City overhead, and available funding from other sources that can be used to offset costs.
- Various maps or diagrams (either electronically or in hardcopy) of the improvement areas and/or parcels to be included in the annexation.
- Prepare all internal memos, staff reports, and other supporting documents necessary for Council agendas.
- Review the draft reports and resolutions before the final documents are submitted for the Council agenda packets. This review is usually performed by department staff but may include the City's legal counsel. Requested changes shall be submitted to Willdan in writing.

Project Disclaimer

The City of Covina further represents, acknowledges, and agrees that:

(i.) The City uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii.) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii.) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv.) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v.) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Fee for Services

Willdan proposes to provide the Special District Administration and Annexation Services outlined within the Scope of Services section to the City of Covina for the fees outlined below.

Annual District Administration Services

The fees below are based on the time estimated that will be spent on average each year, and on the current parcel counts. If and when the parcel numbers vary or the structure of the district(s) and special taxes/assessments/charges are modified, the fee structure will be adjusted accordingly by an addendum.

District	FY 22/23 Fee
CFD 2007-1	$ 4,850.00
CFD 2022-1 (Stormwater)	4,000.00
Landscape Maintenance District	9,765.31
Lighting District No. 1	6,318.73
Vehicle Parking District	4,021.01
Sanitary Sewer Service Charge	10,339.74
Total Annual Administration Fee	**$ 39,024.79**
Optional: Fee per Reminder Letter to Delinquent Property Owners, at City's Request	$15

As the work progresses, the annual administration fee will be invoiced on a quarterly basis. In future years, the fee may be subject to increase, which will not exceed the most recent annual change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Long Beach-Anaheim area, as calculated by the United States Department of Labor. The CPI increase will be effective annually with notice on the anniversary of contract execution.

Notations

- Telephone conference calls are not considered meetings and are not limited by our proposal.
- Additional services, including attendance at additional meetings or preparation of handbills, may be authorized by the City and will require an additional fee.
- If the City wishes for Willdan to attend additional meetings specific to annual administration services and/or annexation projects, the fee will be $1,500 per meeting plus travel expenses.

Continuing Disclosure Services

Continuing Disclosure Services	Fee
Engagement Fee for New Issues	$250 per Issue
Base Annual Report Fee	
Pension Obligation Bonds	$1,250
Revenue Bonds	$1,500
Certificates of Participation	$1,250
Incremental Fee per Parity Issue	$450
Supplemental/Amended Reports (if necessary)	$250 - $950 per Report
Notice of Occurrence of Listed Events	$250 per Notice
CDIAC Report Preparation and Filing	
CDIAC Yearly Status Report (due annually in October)	$450 per Report
CDIAC Yearly Transparency Report (due annually in January, while proceeds are outstanding)	$950 per Report
CDIAC Yearly Transparency Report (due annually in January, once proceeds are fully expended)	$250 per Report

Billed invoices are required to be paid within 30 days of receipt.

Arbitrage Rebate Services

To the extent that the necessary information is available, Willdan endeavors to quote fees that accurately reflect the complexity of the services requested. If circumstances are encountered that affect our ability to proceed, such as additional information coming to our attention not determined or available during our scoping efforts, we will inform you promptly and seek your approval for any changes in scope, timing or fees that may result from such circumstances.

The nature and complexity of each bond issue, the frequency of computation, and the transparency of the transactional data, determines the extent to which the following specialized services may apply.

Arbitrage Services	Fee
Engagement Fee. One-time fee charged for newly contracted issues.	$500
Base Fee. Annual report.	$1,250
Base Fee. Installment report.	$2,000
Data Analysis in Excess of 12 months. Arbitrage analysis for periods greater than one year will be charged an extra fee for each additional bond year analyzed.	$250 per year
Commingled Funds Analysis. Clients providing data with commingled funds will incur an additional charge to uncommingle transactional data.	$250 per Fund
Parity Reserve Allocation. Bonds that have been issued on parity that require an allocation of the reserve fund.	$250 per Fund
Transferred Proceeds Analysis. The regulations require an additional level of analysis for proceeds of Refunding and Refunded bonds.	$250 per Fund
Universal Cap Analysis. The regulations require an additional level of analysis when the balance of bond proceeds exceed the value of the outstanding bonds.	$500 per Year
Non-Bona Fide Debt Service Fund. Our base fee assumes that the Bond Fund, as defined in the bond documents, meets the bona fide debt service fund exemption to rebate. If this fund fails to qualify for this exemption, an additional fee will be charged to analyze the investment activity.	$500 per Fund
IRS Audit Assistance	$150 per Hour
Request for Refund of Overpayment	No Charge
Online Compliance Management System	No Charge
Preparation of IRS Form 8038T (Payment)	No Charge

Billed invoices are required to be paid within 30 days of receipt.

Special District Annexation Services

The fees denoted below are not contingent upon the successful annexation of the parcels to the applicable special district.

CFD Annexation Services

If the City wishes to annex parcels to an existing CFD the associated fee will be ***$3,000 per annexation.*** The fee associated with the optional service of attending a City Council meeting is $1,250 per meeting.

1972 Act District Annexation Services

If the City wishes to annex parcels to an existing 1972 Act District the associated fee will be ***$8,500 per annexation.*** The fee associated with the optional service of attending a City Council meeting is $1,250 per meeting. The cost associated with the mailing of notices and ballots is not included within the quoted fee and may be included as a separate cost depending on the number of ballots that need to be mailed via the United States Postal Service or Fed Ex, if deemed necessary.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses encountered throughout the contract term for all services proposed herein. Examples of reimbursable expenses include, but are not limited to:

- Postage
- Travel expenses
- Mileage (current prevailing rate)
- Maps
- Electronic data provided from the County and/or other applicable resources
- Construction cost periodicals
- Copying (currently 6¢ per copy)

Any additional expense for reports or from third-party vendors will be billed to the City plus a ten-percent mark-up. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates. In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.

City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the services identified herein. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Group Director	$210
Assistant Director | Principal Consultant	$200
Senior Project Manager	$165
Project Manager | Program Director	$145
Senior Project Analyst	$130
Senior Analyst	$120
Analyst	$100
Analyst Assistant	$75
Property Owner Services Representative	$55

EXHIBIT C
PROJECT TIMELINE

INTENTIONALLY OMITTED

EXHIBIT D
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 _____

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ITEM #10.l.

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Professional Services Agreement with Advantage Mailing, LLC for Printing and Binding Services for the City of Covina's Quarterly Newsletter Publication

Presented by: Lisa Evans, Director of Parks & Recreation and Library Services

Recommendation: Authorize the City Manager to execute the Professional Services Agreement with Advantage Mailing, LLC.

EXECUTIVE SUMMARY:

Since 2012, the City of Covina has utilized the services of Advantage Mailing, LLC to print the City's publication "Covina Today." The company has provided exceptional service and a quality product at a competitive cost. The proposed agreement includes full-color printing, binding and trimming work for approximately 29,000 publication copies each quarter and includes a term of one-year, with two optional extension years. The total annual cost is $54,000 annually.

BACKGROUND:

The Parks & Recreation and Library Services Department has been responsible for the coordination of the City's quarterly newsletter publication since 2017. In 2022, the department brought the graphic design of the publication in-house to help reduce costs and also improve its overall appearance. Parks & Recreation staff continue to work closely with other city departments to produce an informative brochure, which is mailed to every household and business in Covina.

DISCUSSION:

Advantage Mailing, LLC has provided printing, binding and FOB shipping for the City's quarterly newsletter for more than 10 years. The company continues to provide excellent service, meets all deadlines, and keeps pricing competitive. It is therefore staff's recommendation to renew the Agreement with Advantage Mailing, LLC.

FISCAL IMPACT:

Funds for these services are included in the FY 22-23 Adopted Budget and will be included in the FY 23-24 Proposed Budget in account 1010 3000 53500. As indicated in the agreement, the cost of printing, binding, and FOB services shall not exceed $54,000 annually.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Lisa Evans
Parks and Recreation/Library Services Director

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated April 18, 2023 ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and Advantage Mailing, LLC, a California 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 provide printing and binding services, and FOB shipping to post office and City office of the City's quarterly newsletter publication.

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 April 17, 2024, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one year terms. In no event shall the contract be extended beyond April 17, 2026.

2. Compensation.

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant an annual amount not to exceed fifty-four thousand dollars ($54,000.00) for four (4) publications per year as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, 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 Chris Baker or current Consultant's current Account Executive (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.

C. 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.

D. 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.

E. 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.

F. 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 quarterly basis 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. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Finance Director.

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.

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.

B. 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.

C. 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.

D. 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 one (1) year. 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 seven (7) calendar days before the termination or suspension is to be effective. 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 sole 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:	If to Consultant:
Attn: Parks & Recreation Director	Attn: Chris Baker
City of Covina	Advantage Mailing, LLC
125 E. College Street|	PO Box 66013
Covina, California 91723	Anaheim, California 92816

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 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.

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: Chris Marcarello
Title: City Manager

ATTEST:

By: _____
Name: Evelyn Leach
Title: Interim Chief Deputy City Clerk

Consultant:

Advantage Mailing, LLC,
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.*)

EXHIBIT A
APPROVED FEE SCHEDULE

Per publication charge not to exceed:

- 32-page publication - Twelve thousand dollars ($12,000.00)
- 40-page publication – Fifteen thousand dollars ($15,000.00)

EXHIBIT B
SCOPE OF SERVICES

- Production of 29,000 copies quarterly
- 32-40 page publication
- Full-Color Print
- Bindery
- Stitch and Trim
- FOB – Covina Post office and Parks & Recreation office
- Bulk Mail Paperwork for Post Office

EXHIBIT C
PROJECT TIMELINE

This timeline is approximate, and may be adjusted upon notification and mutual agreement of both parties.

	Winter Publication	**Spring Publication**	**Summer Publication**	**Fall Publication**
FINAL DOCUMENT DELIVERED TO ADVANTAGE	Last week of November	Last week of February	Last week of April	Last week of July
DELIVERED TO POST OFFICE	Second week of December	Second week of March	Second week of May	Second week of August

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Consideration of Resolution CC 2023-30, Revising the Date and Time of the First Public Hearing of the Public Financing Authority of the Covina Enhanced Infrastructure Financing District

Presented by: Brian K. Lee, AICP, Director of Community Development

Recommendation: Adopt Resolution CC 2023-30 revising the date and time of the first Public Hearing of the Public Financing Authority of the Covina Enhanced Infrastructure Financing District.

BACKGROUND:

On October 18, 2022 the City Council adopted Resolution CC 2022-113, declaring its intention to establish the Covina Enhanced Infrastructure Financing District (the "EIFD") and establishing the Public Financing Authority of the Covina Enhanced Infrastructure Financing District (the "PFA") to serve as the governing board of the EIFD. Resolution CC 2022-113 set the date for the first public hearing by the PFA regarding the Infrastructure Financing Plan as March 28, 2023 at 6:30 p.m.

Since that time, the PFA board held its first special meeting on March 21, 2023 and among other items, directed staff to prepare the Infrastructure Financing Plan and received the Infrastructure Financing Plan Adoption Schedule. The adopted schedule presented is shown below:

Task	Target Date	Notes
PFA meets to review draft IFP	May 2, 2023	
Presentation to Planning Commission on EIFD and draft IFP	May 9, 2023	Statute requires that the Planning Commission be informed about the IFP and review the CEQA documentation
PFA holds Public Hearing #1	June 6, 2023	Written and oral comments taken on IFP; no action taken
City Council adopts resolutions approving the IFP and Allocation of property tax increment	June 29, 2023	Must be adopted before Public Hearing #3. Date subject to change if another taxing entity participates in the PFA.
PFA holds Public Hearing #2	July 18, 2023	Additional comments taken; PFA takes action to approve, modify, or reject IFP
PFA holds Public Hearing #3 and protest proceeding	September 5, 2023	If majority protest exists – takes action to terminate EIFD. If no majority protest, PFA can propose adoption of the IFP and form the EIFD
Staff files EIFD with BOE per guidelines for Change of Jurisdictional Boundaries	September 2023	

DISCUSSION:

Since the adoption of Resolution CC 2022-113 in October 2022, discussions and scheduling of EIFD items have taken longer than anticipated due to extended review and stakeholder discussions. As such, it has become necessary to amend Resolution CC 2022-113 to change the date and time of the first public hearing of the PFA to June 6, 2023 at 5:30 p.m. at the City Hall Council Chambers. This meeting will be fully publicly noticed as required. Staff therefore requests to adopt Resolution CC 2023-30, amending the date and time of the public hearing.

FISCAL IMPACT:

None.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Brian K. Lee
Director of Community Development

RESOLUTION CC 2023-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING RESOLUTION CC 2022-113 TO REVISE THE DATE AND TIME OF THE FIRST PUBLIC HEARING OF THE PUBLIC FINANCING AUTHORITY OF THE COVINA ENHANCED INFRASTRUCTURE FINANCING DISTRICT

WHEREAS, on October 18, 2022, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the EIFD Law), the City Council adopted its Resolution No. CC 2022-113, declaring its intention to establish the Covina Enhanced Infrastructure Financing District (the "EIFD") and establishing the Public Financing Authority of the Covina Enhanced Infrastructure Financing District (the "PFA") to serve as the governing board of the EIFD; and

WHEREAS, pursuant to Section 9 of Resolution CC 2022-113, the City Council set March 28, 2023, at 6:30 p.m. as the date and time for the first public hearing by the PFA regarding the EIFD and the Infrastructure Financing Plan for the EIFD (the "IFP"); and

WHEREAS, the City Council now desires to amend Resolution CC 2022-113 to change the date and time of the first public hearing of the PFA as set forth below.

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

SECTION 1. The City Council hereby amends Section 9 of Resolution CC 2022-113 to read as follows:

> "Section 9. The City Council hereby sets the time and place for a public hearing of the PFA on the proposed EIFD and IFP, to be held on June 6, 2023, at 5:30 p.m., or as soon thereafter as the matter may be heard, at City Hall Council Chambers, 125 E. College Street, Covina, CA 91723."

SECTION 2. This resolution shall take effect immediately upon adoption.

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 18th day of April, 2023.

City of Covina, California

BY: _____
WALTER ALLEN, III, Mayor

ATTEST:

_____

FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-xx was duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____

FABIAN VELEZ, Deputy City Clerk

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Resolution CC 2023-31, A Resolution of the City Council of the City of Covina Authorizing the City to Enter into the Settlement Agreements with Teva, Allergan, CVS, Walgreens, and Walmart, Agree to the Terms of the Memorandum of Understanding Allocating S

Presented by: Chris Marcarello, City Manager

Recommendation: Adopt Resolution CC 2023-31, A Resolution of the City Council of the City of Covina Authorizing the City to Enter into the Settlement Agreements with Teva, Allergan, CVS, Walgreens, Walmart, Agree to the Terms of the Memorandum of Understanding Allocating Settlement Proceeds, and Authorize Entry Into the Memorandum of Understanding With the Attorney General and Authorize the City Manager to Take All Actions Necessary and Convenient to Implement the Settlements.

EXECUTIVE SUMMARY:

In 2021, nationwide settlements were reached to resolve opioid litigation brought by states and local agencies against three pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen —and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. The City chose to participate in the 2021 settlements.

In late 2022, additional settlement agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two manufacturers—Allergan and Teva. As with the 2021 settlements, states and local agencies that want to participate in the 2022 settlements now will have the opportunity to opt in. The deadline for participating in settlement agreements is April 18, 2023. The proposed settlements will proceed only if there is sufficient local agency participation.

BACKGROUND:

As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to $3.34 billion over 13 years and to provide either $1.2 billion of its generic version of the drug Narcan over 10 years or $240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to $2.02 billion over 7 years;
- CVS to pay up to $4.90 billion over 10 years;
- Walgreens to pay up to $5.52 billion over 15 years; and
- Walmart to pay up to $2.74 billion in 2023, and all payments to be made within 6 years.

These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

California and its cities and counties stand to receive up to $1.8 billion in the 2022 National Settlement for substance use prevention, harm reduction, treatment, and recovery. Payment timeframes vary by settlement and can last up to 15 years. The exact amount of settlement proceeds that California (and its participating cities) will receive will depend on various factors including the level of participation by local agencies. A complex formula weighing various factors will then be applied to determine the amount payable to local agencies. Accordingly, the exact amount of those funds that the City may receive will not be known until after the April 18, 2023 opt-in deadline.

The National Settlements allot a certain amount of money to California to be allocated between the State and local governments. That amount is divided between State and California local governments by agreement (the "Allocation Agreements"). The Allocation Agreements split the dollars coming into California as follows:

1. 15% to a State Fund;
2. 70% to local governments in an Abatement Accounts Fund; and
3. 15% to litigating local governments in a Subdivision Fund.

A city that is an Eligible Local Government will be allocated its Local Allocation only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The State agreements are available online at https://oag.ca.gov/opioids. Covina must approve the Settlements to be eligible to receive funds, and to avoid having the City's share go to the State.

There are a number of reasons for the City to agree to the settlements prior to the April 18, 2023 deadline:

- The City is already participating in two settlements relating to the opioid litigation, and this is a logical extension of the City's previous participation.
- This proposal is a product of years of litigation and years of settlement negotiations.
- Negotiators have put forward this deal because they believe it is the possible best deal.
- Money is critical to addressing the opioid epidemic at this time.
- Litigation has real risk.
- Further insolvencies and bankruptcies of defendants are a real risk.
- The State of California would receive money to combat the opioid epidemic, thereby benefitting that entire State of California.

Cities and counties that wish to become initial participating subdivisions must sign and submit the Settlement Agreements and State Subdivision Agreements by April 18, 2023. Cities can then request direct payment of their settlement funds, or let the local allocation be paid to the County. Staff recommends that the City elect direct payment of the settlement funds, as it did for the 2021 National Settlements. Cities that elect for direct payment must follow the use and reporting requirements of the Settlement Agreements. The settlements allow for a broad range of approved uses by state and local governments to abate the opioid epidemic. A list of approved uses (Exhibit E of the Settlement Agreements) is included with the proposed settlement agreement.

The settlements are the product of years of litigation and settlement negotiations. All parties believe this is a fair settlement that brings significant funding to address the opioid epidemic. It is recommended that the City participate in the settlement, approve the agreements, and retain the settlement funds over the coming years for programs and services to be developed locally to serve the community in accordance with the program guidelines.

FISCAL IMPACT:

There is no financial impact to the City. Covina will receive Settlement Funds for the specified uses limited to the treatment of opioid abusers and prevention of opioid abuse.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Chris Marcarello
City Manager

RESOLUTION CC 2023-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH CVS, ALLERGAN, TEVA, WALMART, AND WALGREENS, AGREEING TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS, AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENTS

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend billions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the City of Covina ("the City") and resources necessary to combat the opioid epidemic; and

WHEREAS, on or about November 14, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walmart Inc. ("Walmart"); and

WHEREAS, on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Teva Pharmaceutical Industries Ltd. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., Actavis LLC (f/k/a Actavis Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. – Utah), Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. – Florida), Actavis South Atlantic LLC, Warner Chilcott Company LLC, and Watson Laboratories, Inc., and Anda Inc. (collectively, "Teva"); and

WHEREAS, on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Allergan Finance, LLC (f/k/a Actavis, Inc., which in turn was f/k/a Watson Pharmaceutics, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc) (collectively, "Allergan"); and

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and CVS Health Corporation and CVS Pharmacy, Inc. and all of their past and present direct and indirect parent and subsidiaries (collectively, "CVS"); and

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walgreen Co. ("Walgreens"); and

WHEREAS, CVS, Teva, Walgreens, Walmart, and Allergan are referred in this Resolution as "Settling Defendants"; and

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation; and

WHEREAS, as part of the settlements with the Settling Defendants, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlements in exchange for a release of the Settling Defendants; and

WHEREAS, the Master Settlement Agreements are available for review on-line at https://nationalopioidsettlement.com/ and at https://oag.ca.gov/opioids; and

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements ("California Opioid Funds"); and

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds ("Allocation Agreements") from the settlements with the Settling Defendants; and

WHEREAS, copies of the State Allocation Agreements are available online at https://oag.ca.gov/opioids; and

WHEREAS, The Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund"); and

WHEREAS, the funds in the CA Abatement Accounts Fund (the California Abatement Accounts Fund Allocation) will be allocated based on an allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804). The percentage from the CA Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) "Eligible Local Government") is set forth in Appendix 1 to each Allocation Agreement and provided to the Council with this Resolution. The City's share of the CA Abatement Accounts Fund is a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 to the Allocation Agreements (the "Local Allocation"); and

WHEREAS, any city that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a city that is a Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date as defined in the Settlement Agreements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves and authorizes the City Manager to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements and Allocation Agreements.

SECTION 2. The City Manager shall have authority to, and is directed to, take all actions necessary on behalf of the City to implement and effectuate the agreements approved by this Resolution in consultation with the City Attorney.

SECTION 3. All actions heretofore taken by the Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

SECTION 4. The Deputy 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 18th day of April, 2023.

City of Covina, California

BY: _____
WALTER ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-31 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

ITEM #10.o.

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023
Title: Appropriation for Public Safety Facility Repairs and Contract Emergency Planning Services
Presented by: Chris Marcarello, City Manager
Recommendation: That the City Council adopt Resolution CC 2023-32, authorizing appropriations from the City's allotment of American Rescue Plan Act funds to complete certain public safety facility repairs and emergency services planning functions.

EXECUTIVE SUMMARY:

The City Council is requested to consider the appropriation of funds for certain public safety facility repairs and emergency services planning functions. The proposed activities include concrete/parking lot repairs, plumbing repairs and heating/ventilation repairs at City-owned facilities that house local public safety functions. Further, the proposed funding will facilitate the completion of key emergency services initiatives currently underway, including the Los Angeles County Fire Department's implementation of a new mass evacuation notification system and other mass casualty planning protocols.

BACKGROUND:

Facility Repairs

The City has four (4) facilities that are dedicated to local public safety functions, including the Police Department facility at 444 N. Citrus Avenue, Station 154 at 401 N. Second Avenue, Station 153 at 1577 East Cypress Avenue and Station 152 at 807 West Cypress Avenue. Most of these facilities are 1970s-era and have aging systems – including electrical, plumbing and heating/ventilation equipment. From time-to-time, additional unforeseen repairs are needed to maintain regular operations.

The repairs are needed at these public safety facilities include the following:

- Plumbing and Sump Pump Repairs (Police Station)
- Heating/ventilation Repairs (Police Station)
- Repair and repaint exterior building fascia (Fire Station)
- Replace damaged/deteriorated concrete and asphalt concrete roadway (Fire Station)
- Repaint interior apparatus bay (Fire Station)

The City obtained cost estimates from existing contract service providers for repairs and determined that the aggregate cost will be $268,000, including a 10% contingency amount.

Of note, per the terms of the City's 2003 agreement with the Consolidated Fire Protection District of Los Angeles County ("District"), the District is responsible for routine repairs not to exceed $30,388 annually per fire station. Upon agreement by the Fire Chief and City Manager, any non-routine repairs may be completed by the City or the District. As such, the City reviewed he District's cost estimate of $508,000 (Attachment 1) for fire station repairs and determined that cost savings could be achieved by utilizing existing City contract service providers.

Emergency Services Planning

The City's operating budget includes $50,000 for a contract services provider to provide emergency planning and disaster preparedness services. In the current budget year, the provider has increased its workload in assisting the

City with the LA Co FD's implementation of a new mass evaluation system – Zonehaven – and in the development of mass casualty response protocols. As proposed, the City would appropriate an additional $13,000 for the completion of these projects this fiscal year.

FISCAL IMPACT:

As proposed, $30,000 will be appropriated into 1010-1000-52400 for Police Department facility repairs, $13,000 into 1010-1700-51005 for contract emergency services planning and $238,000 into 2990-1650-55100 for fire station repairs.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Chris Marcarello
City Manager

RESOLUTION CC 2023-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 BUDGET TO APPROPRIATE $281,000 FOR THE COMPLETION OF CITY FACILITY REPAIRS AND EMERGENCY SERVICES PLANNING

WHEREAS, the City of Covina owns certain real property and facilities that are used for public safety functions; and

WHEREAS, such public safety facilities are in need of certain plumbing, heating/ ventilation, exterior façade, interior painting, drainage and roadway repairs in order to maintain operability; and

WHEREAS, such repairs were unforeseen and not included in the City's Fiscal Year 2022-23 budget; and

WHEREAS, City staff has worked with its existing contract services maintenance providers to develop cost estimates to complete repairs; and

WHEREAS, timing is of the essence to complete facility repairs and ensure a continuity of public safety services.

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

SECTION 1. Amend the Fiscal Year 2022-23 Operating Budget as follows:

Account Number	Description	Project Name	Amount
1010-1000-52400	Maint. /Bldg. Repairs		$ 30,000
1010-1700-51005	Emergency Preparedness		$ 13,000
2990-1650-55100	Buildings and Structures		$238,000

SECTION 2. Authorize the City Manager to enter into professional services agreements for related repairs in an amount not to exceed $281,000.

SECTION 3. This Resolution shall take effect immediately upon adoption.

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 18th day of April, 2023

City of Covina, California

BY: _____
WALTER ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-32 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

ESTIMATE

REQUEST FOR ESTIMATE – FIRE DEPARTMENT
ESTIMATE # P- 40203-22575 (153)
FIRE STATION 153 – CONCRETE VALLEY GUTTER AND ASPHALT PAVEMENT
TOTAL ESTIMATED COST: $243,000

This letter is in response to your request for a rough order of magnitude (ROM) estimate for replace concrete valley gutter and selective asphalt replacement at Fire Station 153. The preliminary findings and scope of work included is based on the visual inspection and site walk by ISD/OPS and Fire Department PM on November 22, 2021.
Location: 1577 Cypress Street, Covina, CA 91724

Scope of Work

- Remove and dispose of 123 LF of 8" deep concrete valley gutter and 5,200 SF of 6" deep cracked asphalt pavement.
- Cut, shape and rough grade 5,200 SF of asphalt pavement sub-grade to accept 4" of crushed rock base material and 6" of new asphalt paving.
- Provide and install 5,200 SF of 4" deep crushed miscellaneous base material below asphalt pavement, compact as required..
- Provide and install 5,200 SF of 6" deep bituminous hot mix pavement, roll and compact as required, total area of the asphalt pavement replacement is the parking area at front of facility plus from the edge of sidewalk on East Cypress

Street and travels north, replacement to end near the end of where it turns at the back parking lot.

- Cut, shape and rough grade 861 SF of valley gutter sub-grade to accept 8" of crushed rock base material and 8" of concrete valley gutter.
- Provide and install 861 SF of 8" deep crushed miscellaneous base material below valley gutter, compact as required.
- Provide and install 123 LF of 7' wide by 8" deep concrete valley gutter with #3 rebar at 12" on center, total length of the valley gutter is from the edge of sidewalk on East Cypress Street and travels north to the back parking lot of facility, replacement to end near the end of where it turns at the back parking lot.
- Provide and install new steel gate track at the existing facility steel tube gate, remove and re-install gate as required.
- Provide and install two (2) 6' x 28' traffic detector induction loop installed at either side of the gate in the pavement.

P40203-22575, Fire Station 153, Concrete V-Ditch & Asphalt Pavement		
General Conditions		$ 10,330
Demolition		$ 18,336
Export Spoils		$ 16,466
Asphalt Pavement, Grading		$ 18,345
Asphalt Pavement		$ 29,661
Valley Gutter, Grading		$ 6,336
Valley Gutter		$ 11,595
Pavement Markings		$ 942
Gate Track		$ 4,140
Traffic Detector Loop		$ 2,057
A. Construction Cost Estimate		**$ 118,208**
A/E Fees	17%	$ 20,095
CA Fees	3%	$ 3,546
Plan Check	1.5%	$ 1,773
Permits	1%	$ 1,182
Hazmat testing	Fixed	$ 5,000
Inspections	1%	$ 3,000
B. Soft Costs		**$ 34,597**
Project Contingency	20%	$ 30,561
C. Project Contingency		**$ 30,561**
ISD Indirect	32.06%	$ 58,787
D. ISD Indirect		**$ 58,787**
Total Project Cost Estimate (A+B+C+D)		**$ 242,153**

Exclusions:

- Slurry seal, pavement crack repair, rubberized asphalt, steel gate, gate operators and work not listed in the above scope of work.

Clarifications:

- Asphalt pavement repair and replacement is limited to an area not to exceed 5,200 SF, total area of the asphalt pavement replacement is the parking area at front of facility plus from the edge of sidewalk on East Cypress Street and travels north to near the end of where it turns at the back parking lot.
- Valley gutter repair and replacement is limited to an area not to exceed 123 LF or 868 SF, from the edge of sidewalk on East Cypress Street and travels north to near the end of where it turns at the back parking lot.
- All work to be in accordance with state and local building codes.
- All trades must provide barricades and/or caution tapes as needed for public safety for the duration of the project for public safety.
- Project site must be cleaned by the end of each workday to maintain a safe work environment.
- This estimate is valid for ISD fiscal year 21/22.

Send your funded service request to customercenterops@isd.lacounty.gov and copy Ourania Stamus. The current fees expended against the existing Service Request P- 40203-22575 (153), will be billed and that Service Request will be closed.
If you have any questions or need clarification, please do not hesitate to contact Ourania Stamus at (213) 200-8094 or via email at ostamus@isd.lacouny.gov

Thank you for giving ISD the opportunity to be your trusted partner and provider of choice.

ISD / OPS

Program & Project Management Division
1100 North Eastern Avenue
Los Angeles, CA 90063

PRELIMINARY SCOPE OF WORK
P- 40203-22606 FD F.S. #153 – V-Gutter Replacement and Patch & Slurry
1577 Cypress St., Covina, CA 91724

The preliminary findings and scope of work included is based on the visual inspection and site walk by ISD/OPS and Fire Department PM on November 22, 2021. The final detailed scope of work may change during the Design Phase and supersede the scope of work included herein.

Scope of Work:
A/E to assess and provide the design and engineering to replace V-Gutter across parking lot, safety exit loops.

JOC to provide the following according to the documents and specifications provided by the A/E:

1) Remove and replace V-Gutter (123 LF). Quantity = 861 SF
2) Remove and replace rolling gate rail (25 LF). Quantity = 1
3) Patch and slurry front parking lot area. Quantity = 2,353 SF
4) Restripe parking lot area, (1) Accessible parking and (1) Parking.

Note: Quantities have changed

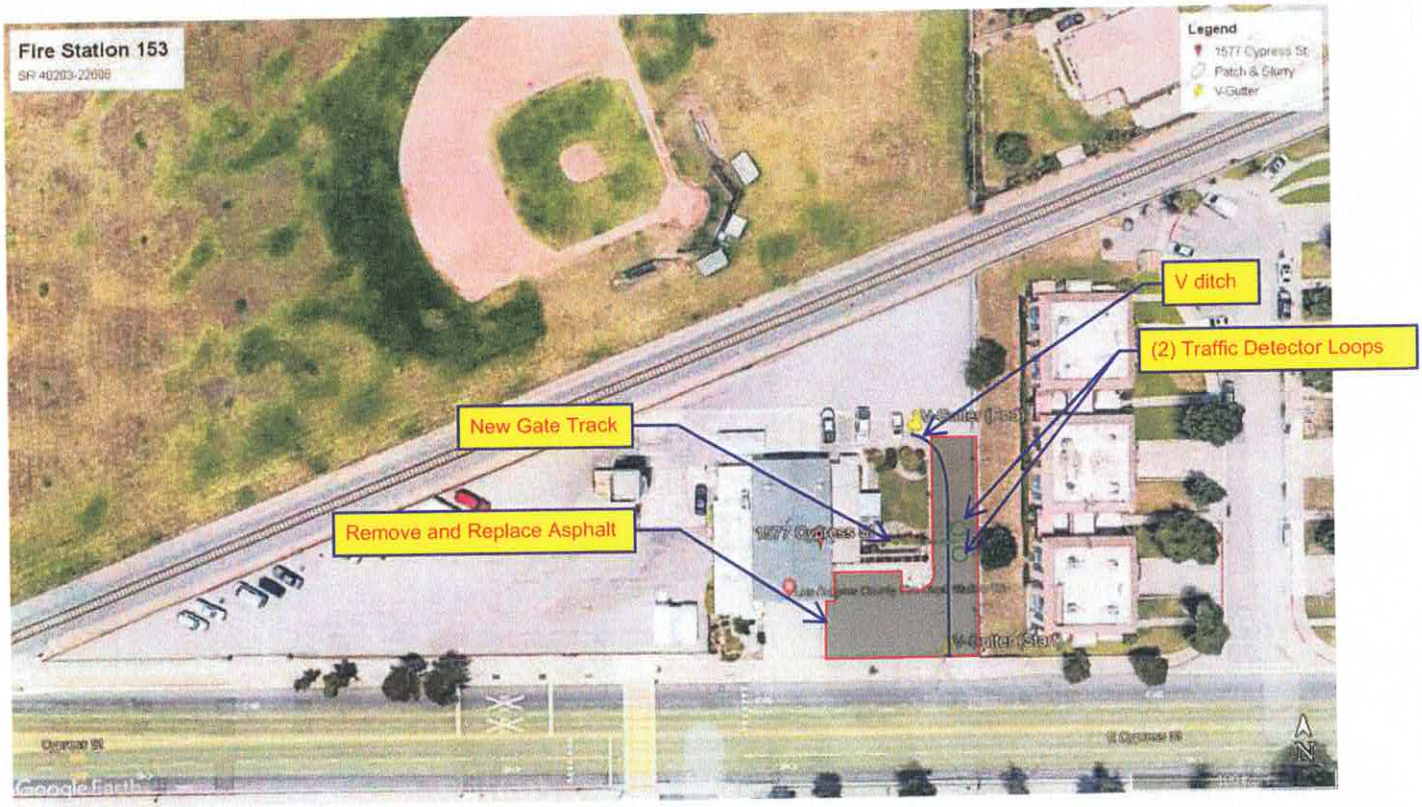
Notes:
Concrete to be 4500 PSI for V-Gutter.

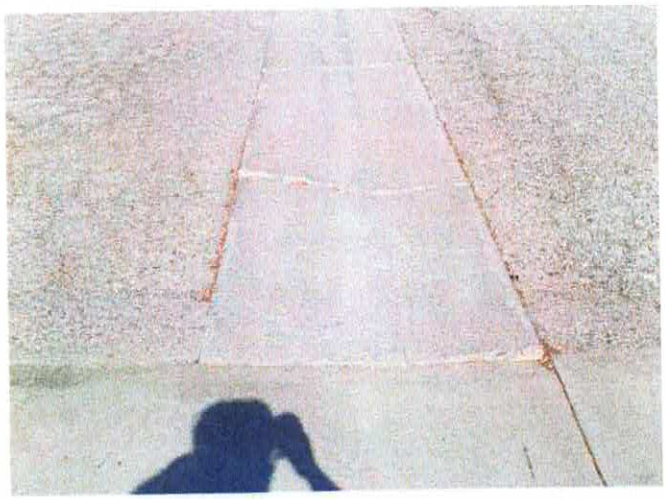
Fire Station 153 facility V-Gutter runs from the edge of sidewalk on East Cypress Street and travels north to the back parking lot of facility. Per Fire Department PM, replacement to end near the end of where it turns at the back parking lot. There traffic loops on the path of travel for 5 FT high rolling gate that will have to be replaced.

ISD / OPS

Program & Project Management Division

1100 North Eastern Avenue
Los Angeles, CA 90063





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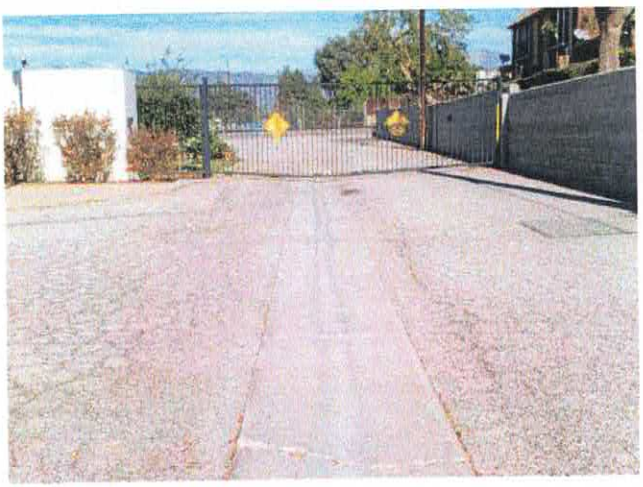

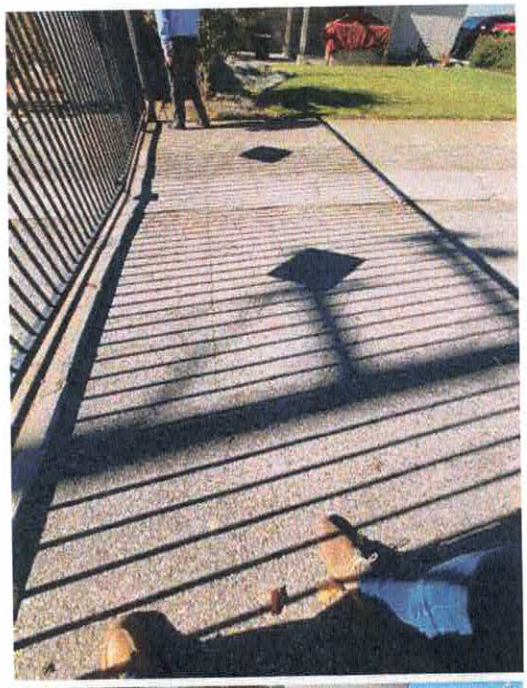

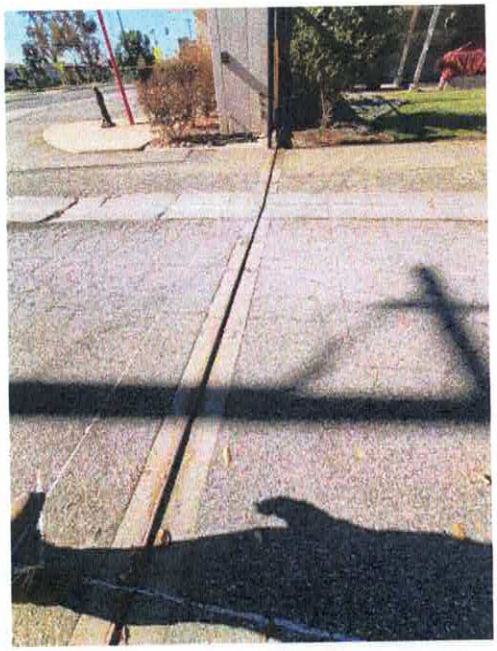

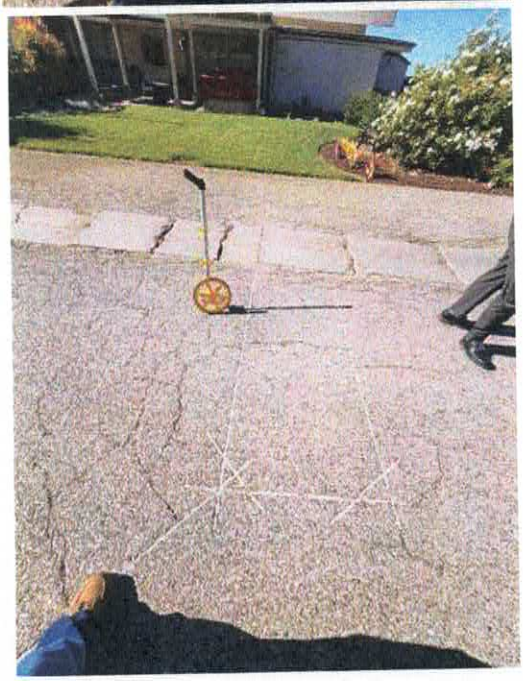

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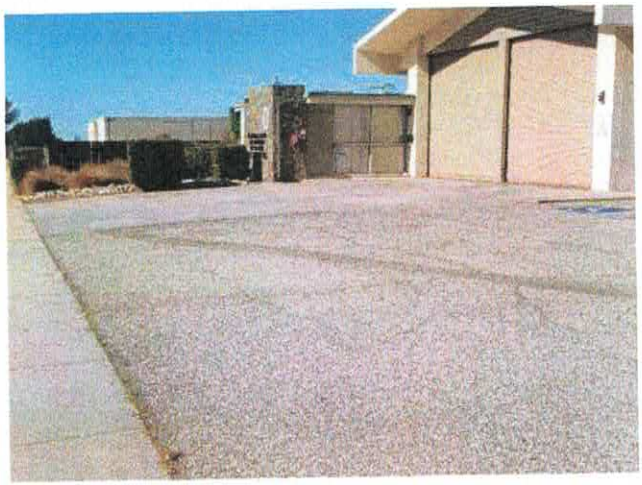
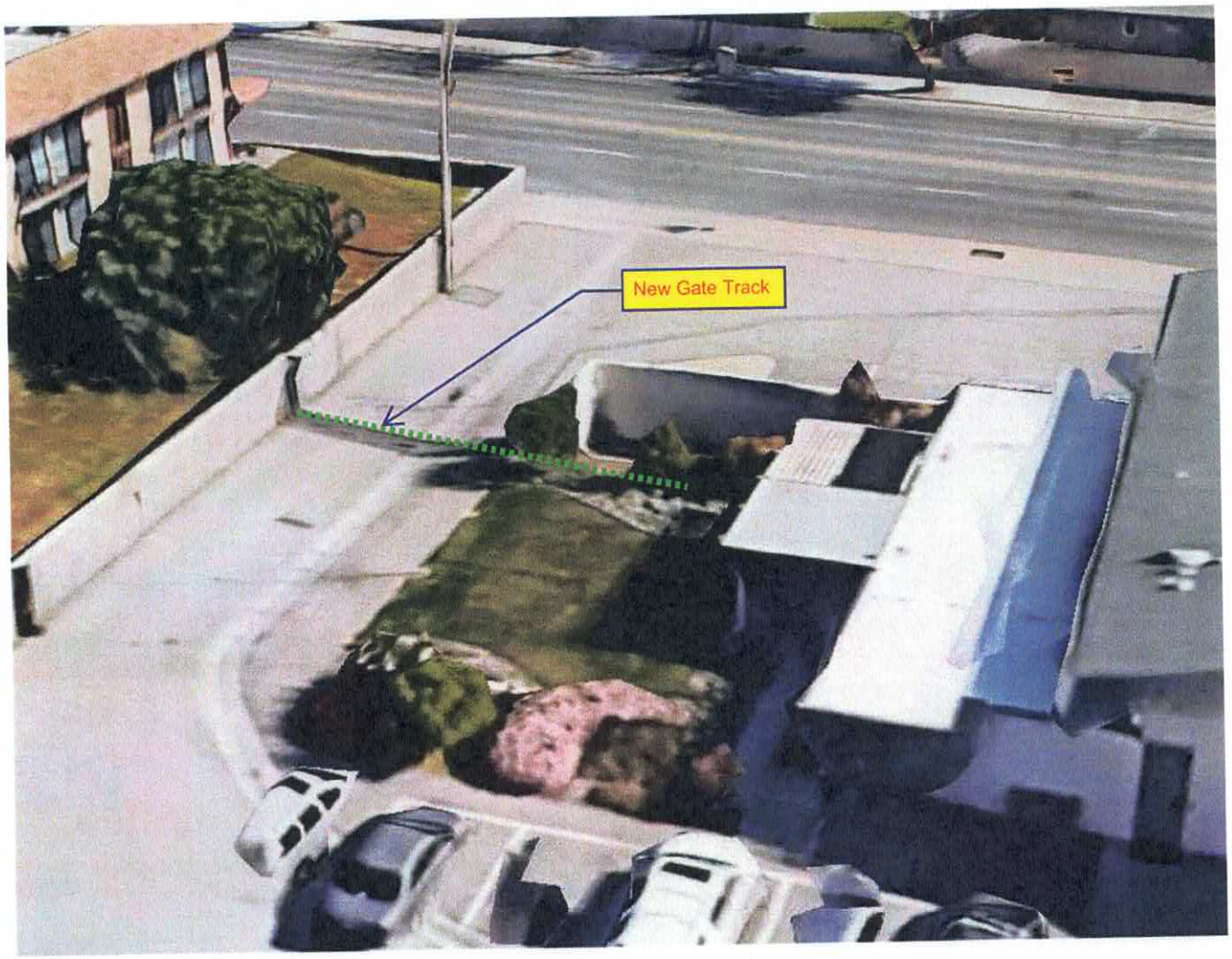



New Gate Track

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

ESTIMATE

REQUEST FOR ESTIMATE – FIRE DEPARTMENT
ESTIMATE # P- 40203-22575 (154)
FIRE STATION 154 – PAINT APPARATUS BAY CONCRETE WALLS AND CORRUGATED METAL CEILINGS
TOTAL ESTIMATED COST: $114,000

This letter is in response to your request for a rough order of magnitude (ROM) estimate for painting of interior apparatus bay concrete walls and corrugated metal ceilings at Fire Station 154. The preliminary findings and scope of work included is based on the visual inspection and site walk by ISD/OPS and Fire Department PM on November 22, 2021.
Location: 401 North 2nd Avenue, Covina, CA 91723

Scope of Work

- Prepare 14,485 SF of existing concrete walls, corrugated metal ceiling, metal beams and joist with chemical clean, brush and wash as required to ready the surfaces for prime and paint.
- Provide and apply one (1) coat of concrete primer and two (2) coat of acrylic latex paint over 5,100 SF of interior apparatus bay concrete walls.
- Provide and apply one (1) coat of concrete primer and two (2) coat of acrylic latex paint over 6,400 SF of interior apparatus bay corrugated metal ceilings.
- Provide and apply one (1) coat of concrete primer and two (2) coat of acrylic latex paint over 2,900 SF of metal beams, purlins and joists.
- Prime and paint two (2) wooden doors and frames.

- Protect all existing unpainted wall and ceiling hung pipes, conduits, hangers, etc. from new paint.

ISD - PPM/Delivery - Reza Salamat	1/31/2022	
P40203-22575, Fire Station 154, Paint Interior Apparatus Bay Concrete Walls & Ceilings		
General Conditions		$ 5,304
Hazmat Allowance		$ 10,000
Prepare Surfaces for Paint		$ 8,111
Paint Interior Apparatus Concrete Walls		$ 10,160
Paint Interior Corrugated Metal Ceilings		$ 19,827
Paint Interior Metal Beams and Joists		$ 7,381
Paint Wood Doors, Protect Misc.		$ 3,153
A. Construction Cost Estimate		**$ 63,937**
A/E Fees	0%	$ -
CA Fees	0%	$ -
Plan Check	0%	$ -
Permits	0%	$ -
Hazmat testing	Fixed	$ 5,000
Inspections	1%	$ 3,000
B. Soft Costs		**$ 8,000**
Project Contingency	20%	$ 14,387
C. Project Contingency		**$ 14,387**
ISD Indirect	32.06%	$ 27,675
D. ISD Indirect		**$ 27,675**
Total Project Cost Estimate (A+B+C+D)		**$ 114,000**

Exclusions:

- Removal and re-installation of apparatus bay equipment, cabinets, shelves, surface mounted pipes and conduits, hoses, junction boxes, anchors, brackets, wiring and other miscellaneous fire station equipment.
- Painting of roll-up doors, removal of existing paint, sand blasting, chemical stripping, oil-based paint, epoxy paint, exterior painting, painting of bollards, painting of the roof, painting of floors, repair of wall gaps and cracks, water proofing, caulking, anti-graffiti coating.

Clarifications:

- Due to the metal ceiling surface deep corrugation a multiplier of 1.64 has been applied to the actual surface area square footage of to compensate for corrugated metal ceiling peaks and valleys.
- Estimate includes an allowance not to exceed $10,000 for hazardous material remediation.
- All work to be in accordance with state and local building codes.
- All trades must provide barricades and/or caution tapes as needed for public safety for the duration of the project for public safety.
- Project site must be cleaned by the end of each workday to maintain a safe work environment.
- This estimate is valid for ISD fiscal year 21/22.

Send your funded service request to customercenterops@isd.lacounty.gov and copy Ourania Stamus. The current fees expended against the existing Service Request P- 40203-22575, will be billed and that Service Request will be closed.
If you have any questions or need clarification, please do not hesitate to contact Ourania Stamus at (213) 200-8094 or via email at ostamus@isd.lacouny.gov

Thank you for giving ISD the opportunity to be your trusted partner and provider of choice.

ISD / OPS

Program & Project Management Division
1100 North Eastern Avenue
Los Angeles, CA 90063

PRELIMINARY SCOPE OF WORK
P- 40203-22606 FD F.S. #154 – Paint Interior
401 N 2nd Ave., Covina, CA 91723

The preliminary findings and scope of work included is based on the visual inspection and site walk by ISD/OPS and Fire Department PM on November 22, 2021. The final detailed scope of work may change during the Design Phase and supersede the scope of work included herein.

Scope of Work:
JOC to provide the following:

1) Prepare and paint all existing painted concrete interior faces and (2) wooden doors of the fire station apparatus bay, color to match existing. Quantity = 4,600 SF
2) Prepare and paint all existing painted metal interior ceiling of the fire station apparatus bay, color to match existing. Quantity = 3,900 SF
3) Protect in place all unpainted conduits and hoses that have not been painted.
4) Hazardous material remediation to be included if found. (Provide allowance)

Note: (1) coat primer, (2) coats paint to match existing

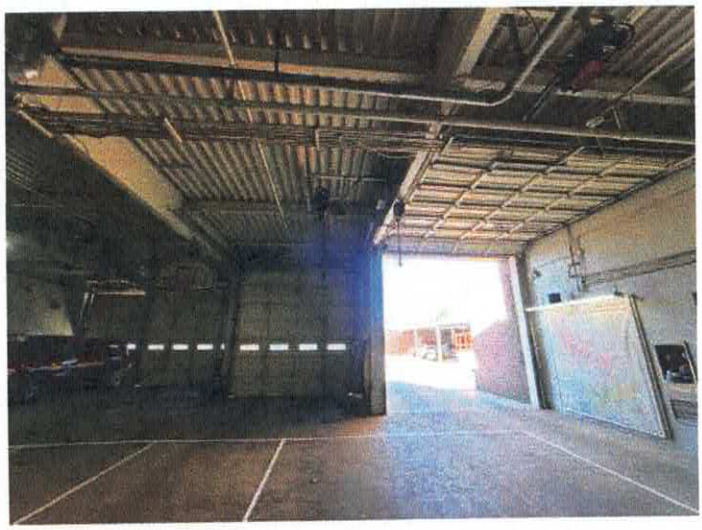
Fire Station 154 facility apparatus bay interior consists of (8) roll-up doors that are to be excluded. Various conduits and exhaust conduits are going across and should be protected in place as best as possible. A scissor lift will be needed for all ceiling work. Would be recommended for work to be done in (4) phases due to interior floor plan.

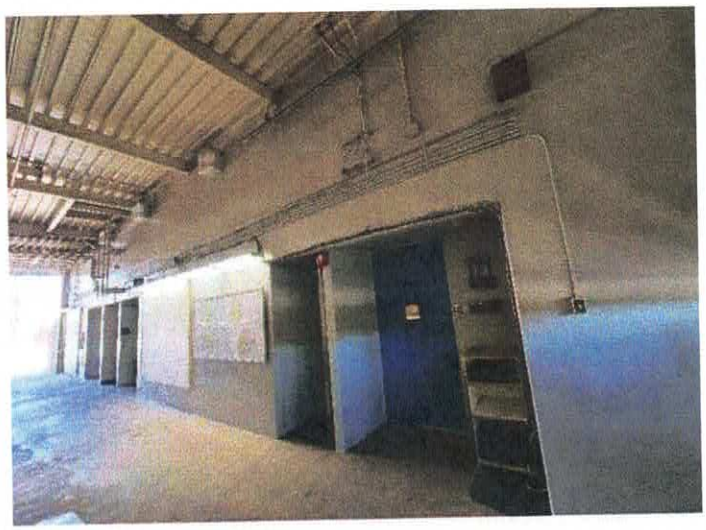
Note: Quantities revised from preliminary scope of work

ISD / OPS

Program & Project Management Division

1100 North Eastern Avenue
Los Angeles, CA 90063





ISD / OPS

Program & Project Management Division

1100 North Eastern Avenue
Los Angeles, CA 90063

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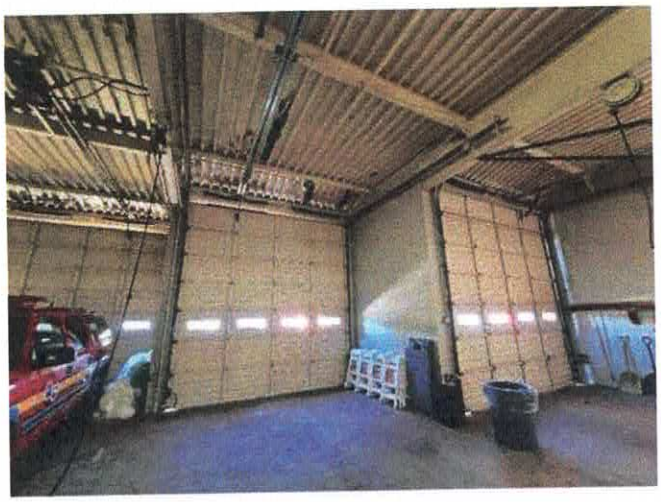
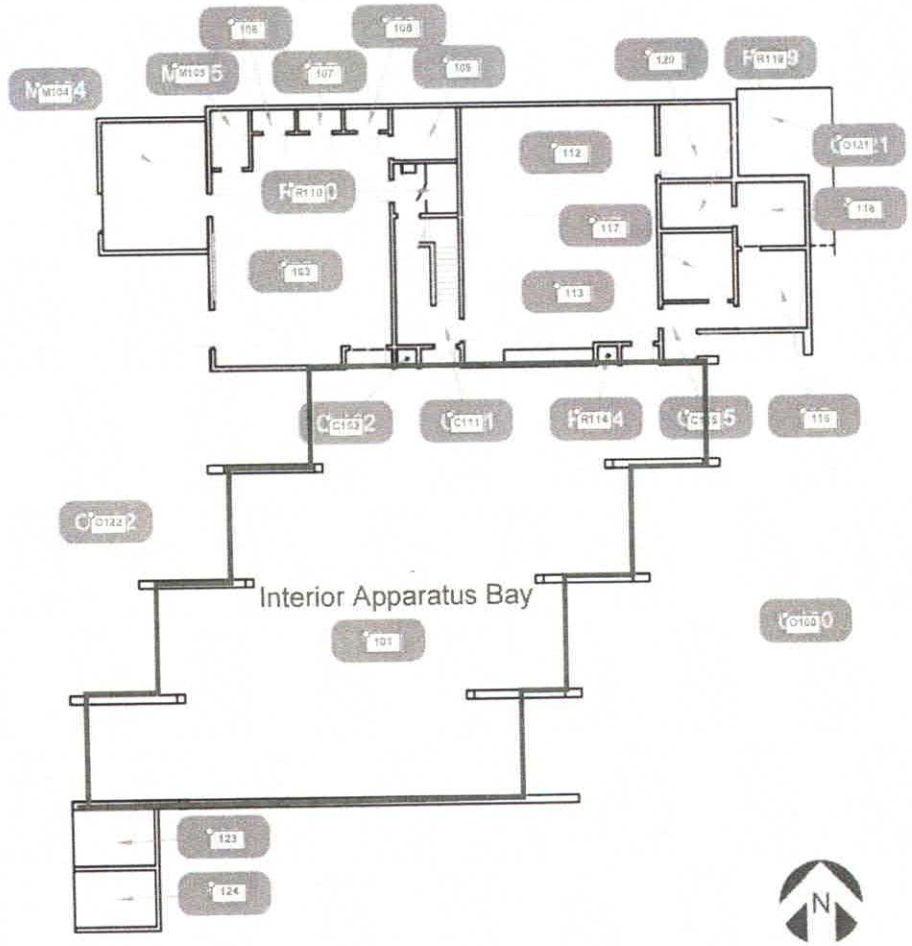


Floor Number	Number of Rooms	Address	Gross Sq. Ft.
01	25	401 N Second St, Covina CA 91723	8816



BS #	ADDRESS	TITLE		
06154	FIRE STATION 154 401 N. SECOND AVE COVINA, CA 91723	FIRE STATION FIRST FLOOR PLAN		
LACO #		DRAWN	DATE	SHEET
A400		D.ROBLEDO	08.31.16	2 of 5

For Official Use Only (FOUO)

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

ESTIMATE

REQUEST FOR ESTIMATE – FIRE DEPARTMENT
ESTIMATE # P- 40203-22575 (152)
FIRE STATION 152 – HVAC REPLACEMENT AND EXTERIOR PAINT
TOTAL ESTIMATED COST: $150,000

This letter is in response to your request for a rough order of magnitude (ROM) estimate for painting of exterior building and a HVAC split unit replacement at Fire Station 152. The preliminary findings and scope of work included is based on the visual inspection and site walk by ISD/OPS and Fire Department PM on November 22, 2021.
Location: 807 Cypress St., Covina, CA 91722

Scope of Work

- Prepare 9,862 SF of existing painted exterior building walls with Trisodium Phosphate application followed by pressure washing and preaper for application of primer coat and 2 coats of paint.
- Provide 269 LF of crack repiar at existing walls with 1/4" to 1/2" wide, moisture tolerant, low viscosity, high strength epoxy resin, gravity fed structural crack repair for concrete, surface applied with trowel (sikadur 52 or equal).
- Provide and install one (1) coat of concrete primer and two (2) coat of acrylic latex paint over 9,862 SF of exterior walls, (1,200 SF at west building, 600 SF at west building fascia, 2,585 SF at apparatous building, 782 SF at apparatous building fascia, 1,245 SF at under-side of the apparatous building overhang, 1,000 SF at east building, 500 SF at east building fascia, 600 SF at concrete wall by gate, 1,350 SF at apparatous roll-up doors).

- Remove and replace one (1) 18,000 BTU split sustem servicing dormetory, replace electrical up to the electrical switch box attched to the exterior building wall adjacent to the exterior unit.
- All plumbing and condestate lines from interior unit and exterior unit to match existing layout.
- Provide exterior unit with 3'x3'x4" concrete pad, it is non-existent.

ROM Estimate Summary		
P- 40203-22606, Fire Station 152 ***Paint Exterior Building Walls*** ***Replace HVAC Unit***		
General Conditions		$ 5,640
Hazmat allowanceA		$ 16,000
Limited Fascia Board Replacement		$ 4,000
Prepare Exterior Walls		$ 12,525
Paint Exterior Building Walls		$ 24,638
Replace HVAC Unit		$ 7,824
A. Construction Cost Estimate		**$ 70,627**
A/E Fees	17%	$ 12,007
CA Fees	3%	$ 2,119
Plan Check	1.5%	$ 1,059
Permits	1%	$ 706
Hazmat testing	Fixed	$ 5,000
Inspections	1%	$ 3,000
B. Soft Costs		**$ 23,891**
Project Contingency	20%	$ 18,904
C. Project Contingency		**$ 18,904**
ISD Indirect	32.06%	$ 36,363
D. ISD Indirect		**$ 36,363**
Total Project Cost Estimate (A+B+C+D)		**$ 149,785**

Exclusions:

- Estimate excludes: removal and replacement of facias boards, removal of existing paint, sand blasting, chemical stripping, oil-based paint, epoxy paint, interior painting, painting of bollards, painting of the roof, paint of property perimeter wall, painting of fences, roof drainage repair, repair of damaged exterior walls, repair of wall gaps and cracks, water proofing, caulking, anti-graffiti coating mand roof top HVAC unit repair or replacement.

Clarifications:

- Estimates includes an allowance not to exceed $4,000 for replacement of any damaged fascia boards.
- Wall crack repair is assumed as filling in 100 LF of up to ½" wide cracks.
- All work to be in accordance with state and local building codes.
- All trades must provide barricades and/or caution tapes as needed for public safety for the duration of the project for public safety.
- Project site must be cleaned by the end of each workday to maintain a safe work environment.
- This estimate is valid for ISD fiscal year 21/22

Send your funded service request to customercenterops@isd.lacounty.gov and copy Ourania Stamus. The current fees expended against the existing Service Request P- 40203-22575, will be billed and that Service Request will be closed.
If you have any questions or need clarification, please do not hesitate to contact Ourania Stamus at (213) 200-8094 or via email at ostamus@isd.lacouny.gov

Thank you for giving ISD the opportunity to be your trusted partner and provider of choice.

ISD / OPS

Program & Project Management Division
1100 North Eastern Avenue
Los Angeles, CA 90063

PRELIMINARY SCOPE OF WORK
P- 40203-22606 FD F.S. #152 – HVAC Replacement and Exterior paint
807 Cypress St., Covina, CA 91722

The preliminary findings and scope of work included is based on the visual inspection and site walk by ISD/OPS and Fire Department PM on November 22, 2021. The final detailed scope of work may change during the Design Phase and supersede the scope of work included herein.

Scope of Work:
A/E to assess and provide the design and engineering to replace (1) HVAC split unit and prepare and paint exterior building.

JOC to provide the following according to the documents and specifications provided by the A/E:

Exterior Improvements
1) Prepare and paint all existing painted concrete exterior faces of the facility, color to match existing. Quantity = 3,500 SF
2) Prepare and paint wood/metal window trim, (2) 13x18 roll up gates, and (1) 11x18 roll up gate.
3) Hazardous material remediation to be included if found. (Allowance to be provided)
4) Remove and place back gutter and downspout.
5) Prep and paint facia to match existing paint.

Note: Quantities revised. See ISD Estimate

HVAC
6) Remove, replace, and recycle (1) 18k BTU split system serving dormitory. To include any necessary electrical components.

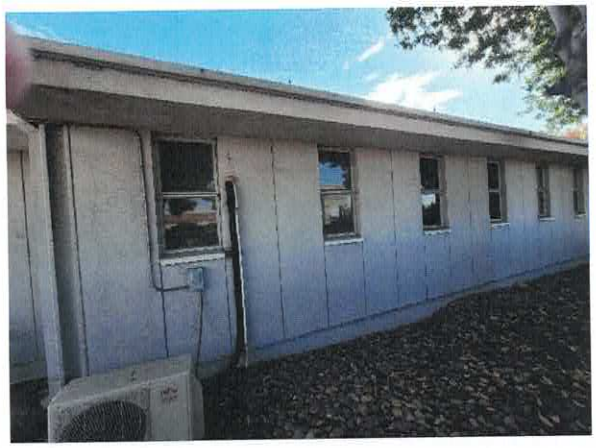
Notes:
- (4) Split units on roof
- Paint is to be (1) coat primer and (2) coats paint to match existing

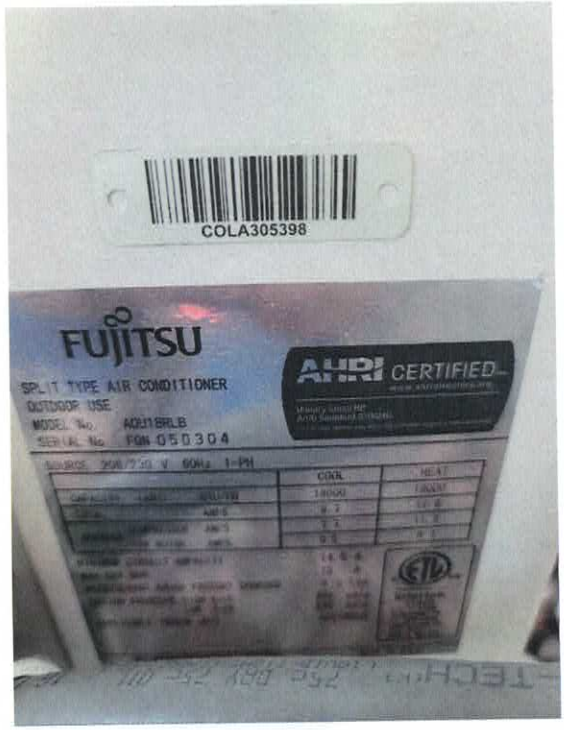
Fire Station 152 facility is approximately 6,800 Sq. Ft. concrete building located in Covina, CA. The building has a perimeter of 300 LF. The roof sits on a flat surface and has no parapet. Window trims are composed of wood/metal at the front (north) of the building. The fire station facility has (3) roll up doors.

ISD / OPS

Program & Project Management Division

1100 North Eastern Avenue
Los Angeles, CA 90063





A/P/F A/S "4"

LOS ANGELES COUNTY ISD INTERNAL SERVICES

SERVICE REQUEST

USE THIS FORM TO REQUEST ISD SERVICES

REQUESTER MUST COMPLETE BOXES 2 THROUGH 31, UNLESS BOX HAS AN ASTERISK - THESE BOXES ARE OPTIONAL

FOR ISD USE ONLY

(1) MAIN/SUB ACCOUNT NO. 40203-22575

SERVICE REQUEST NO

FOR ISD FINANCE USE ONLY

DATE RECEIVED BY FINANCE

RECEIVED BY (INITIALS)

SCANNED ☐ DATE INITIALS

REQUESTER COMPLETES THIS PORTION OF FORM (PRINT OR TYPE)

(2) REQUEST DATE	(3) SERVICE REQUEST INDICATOR (Check One)	(4) FISCAL YEAR	(5) REQUESTER ORGANIZATION NAME (MAXIMUM 25 CHARACTERS)
11-3-2021	☑ NEW ☐ REVISION ☐ CANCEL	21 / 22	Fire

(6) ORG CODE (5 DIGITS)	(7) BILLING INDICATOR (1 DIGIT ALPHA)	(8) MAIN ACCT NO (5 DIGITS)	(9) SUB ACCOUNT NO (5 DIGITS)	(10) MAPS CODE (3 CHARACTERS)	(11) AUTHORIZED AMOUNT *
		40203	22575		$ 2000

(12) ACCOUNT DESCRIPTION/JOB TITLE (MAXIMUM 25 CHARACTERS)	(13) REQUEST FOR SUB MAPS (Check One) *
FSs 152 (807 W. Cypress) 153 (1577 E. Cypress) 154 (401 N. Second)	☐ NEW ☐ EXISTING ☐ CHANGE

(14) GASB 51 * (code 0951)	(15) SUB MAPS (4 DIGITS) *	(16) SUB MAPS DESCRIPTION (MAXIMUM 12 CHARACTERS) *	(17) AUTHORIZED AMOUNT FOR SUB MAPS ONLY
			$

(18) JOB LOCATION	(19) REQUIRED COMPLETION DATE *
Covina, CA (Various Sites)	

(20) REQUESTER NAME	(21) REQUESTER TELEPHONE NO	(22) REQUESTER EMAIL ADDRESS
Thomas O. Brown	(213) 220-1796	Thomas.Brown@fire.lacounty.gov
(23) CONTACT NAME	**(24) CONTACT TELEPHONE NO**	**(25) CONTACT EMAIL ADDRESS**
Paul Pelasky	(213) 369-1287	Paul.Pelasky@fire.lacounty.gov
(26) FISCAL CONTACT NAME (Person to be emailed a copy of the service request upon form processing)	**(27) FISCAL CONTACT TELEPHONE NO**	**(28) FISCAL CONTACT EMAIL ADDRESS**

(29) COMMENTS/SPECIAL INSTRUCTIONS *

Scope of Work:
Obtain Jurisdictional Permit
Fire Station 152:
Fascia Stucco Repair, 4-ton HVAC Unit replacement, Exterior Paint
Fire Station 153:
3'W x 78'L Concrete V-Ditch Replacement, and Asphalt Patch (front of FS)
Fire Station 154:
Paint interior apparatus bay

FD FS152-153-154 Various Repairs
PM: Arnold Rodriguez/ Programming
SY20211104

☐ NOT TO EXCEED (Must complete Box 11) ☐ FIXED FEE (Must complete Box 11) ☐ (ISD ONLY) EXPENDITURE DISTRIBUTION

(30) SIGNATURE	HORIZED REPRESENTATIVE (may be typed & initialed)	(31) DATE	REQUESTOR RETAIN COPY FORWARD ORIGINAL TO ISD SERVICE PROVIDER
	Thomas O. Brown	10-29-2021	

FOR ISD SERVICE USE ONLY * DENOTES OPTIONAL FIELDS

(32) DATE RECEIVED	(33) SERVICE PROJECT MANAGER'S NAME	(34) SERVICE PROJECT MGR'S TELEPHONE NO	(35) SERVICE PROJECT MANAGER'S EMAIL ADDRESS

(36) SERVICE PROVIDER ORG NUMBER (5 Digits)	(37) ESTIMATED COMPLETION DATE *	(38) BIS NO *	(39) ESTIMATE NO *
13221			

EXPENDITURE DISTRIBUTION

(40) EXPENDITURE DISTRIBUTION ACCOUNT NO (10 CHARACTERS)	(41) MAPS CODE (3 CHARACTERS)	(42) SUB MAPS CODE * (4 CHARACTERS)	(43) ACCT STATUS (MANDATORY)	(44) LEAD ORG (MANDATORY) (5 DIGITS)
P- 40203-22575	FAA		5300	13221
(45) FIXED ACCOUNT NO (10 CHARACTERS)	**(46) MAPS CODE (3 CHARACTERS)**	**(47) SUB MAPS CODE * (4 CHARACTERS)**	**(48) ACCT STATUS (MANDATORY)**	**(49) LEAD ORG (MANDATORY) (5 DIGITS)**
F- 40203-22575	411		4000	13221

SERVICE REQUEST Revised * 2014

SATISFIED CUSTOMERS...OUR NUMBER ONE GOAL

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023, City Council
Title: Planned Community Development Modification 22-1
Presented by: Brian K. Lee, Director of Community Development
Recommendation: That the City Council approve Planned Community Development Modification (PCD) 22-01 and introduce Ordinance CC 23-03, entitled "An Ordinance of the City Council of the City of Covina, California, Approving Planned Community Development Modification (PCDM) 22-01 as Modified and Amending the Covina Townhomes Planned Community Development (PCD) 77-002 District Overlay Zone by Modifying Condition of Approval No. 4 and Adding Numbers 12 and 13 Under Section 3 of Ordinance No. 1374, and Making a Finding of Exemption Under the California Environmental Quality Act (CEQA) Guidelines".

EXECUTIVE SUMMARY:

On March 14, 2023, the Planning Commission approved Planning Commission Resolution No. 2022-024 PC, recommending to the City Council a modification to Planned Community Development (PCD) 77-002 (Ordinance. 1374) as follows:

- Replacement of the former wooden fence and twelve (12) foot wide emergency egress gate spanning the width of the East Nubia Street right-of-way with a new tubular-steel fence, twenty (20) foot wide gate for emergency egress only and a pedestrian access gate (with a perforated metal visibility screen attached to the tubular-steel fence);
- Installation of a new tubular-steel security fence/vehicle and pedestrian gate main entrance feature securing the North Citrus Avenue access; and,
- Modification to the existing common area tennis court to provide for basketball play.

BACKGROUND:

On May 15, 2022, the applicant submitted plans to the Planning Division for review. City staff routed plans for review to the following divisions and agencies: Planning, Public Works, Covina Police, and Los Angeles County Fire Department. The project applicant (Covina Townhomes HOA) requested an amendment to PCD 77-002, to construct a new Citrus Avenue primary (front) vehicle and pedestrian entry gate and fence, modify the existing tennis court to provide for basketball use and to modify the 1977 approval of the East Nubia Street fence and emergency access gate to allow vehicle and pedestrian access via a tubular-steel fence system spanning the width of the East Nubia Street right-of-way.

The requested PCD modification application is a result of property maintenance notices that were issued to Covina Townhomes for the collapse of the original wood fence and emergency gate feature abutting the East Nubia Street right-of-way. The collapsed wood fence and emergency gate resulted in an unrestricted access between the Covina Townhomes and the East Nubia Street right-of-way.

Prior to consideration of modification to PCD77-002 by the Planning Commission, City staff (Planning, Public Works, Police and Los Angeles County Fire Department) analyzed the requested modification. Staff recommendation to the Planning Commission was to approve the proposed primary Citrus Avenue fence and gate feature, the modification to the existing tennis courts to allow for basketball, and the reconstruction of the fence along the property line abutting the width of the East Nubia Street right-of-way. Staff's recommendation for the East Nubia Street fencing proposal was to allow for the requested tubular-steel fence (with perforated metal

screening), restrict the vehicle access gate to emergency access only (secured by a "Knox Box" locking feature) and to allow a pedestrian gate. Note: the width of the emergency access gate is required to be widened to twenty (20) feet pursuant to current Los Angeles County Fire Department standards.

DISCUSSION:

After hearing public testimony and Planning Commissioners' discussion, the Planning Commission voted to approve Resolution 2022-024 PC, as recommended by City Staff, and making a finding of Exemption under CEQA. The Planning Commission approved Resolution 2022-024 PC with a vote of 5-0.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Community Development Department staff has determined that the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines. The project qualified as a Class 1 exemption under State CEQA Guidelines Section 15301, which covers the operation, repair, maintenance, permitting, or minor alterations of existing public or private structures of the CEQA Guidelines. The project would consist of adding/repairing a wrought iron fence at the rear access from East Nubia Street, and the installation of new security gates at the main entrance off Citrus Avenue. Staff finds that there is no substantial evidence that the project will have a significant effect on the environment.

Respectfully submitted,

Brian K. Lee
Director of Community Development

ORDINANCE 23-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING PLANNED COMMUNITY DEVELOPMENT MODIFICATION (PCDM) 22-01 AS MODIFIED AND AMENDING THE COVINA TOWNHOMES PLANNED COMMUNITY DEVELOPMENT (PCD) 77-002 DISTRICT OVERLAY ZONE BY MODIFYING CONDITION OF APPROVAL NO. 4 AND ADDING NUMBERS 12 AND 13 UNDER SECTION 3 OF ORDINANCE NO. 1374, AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES

WHEREAS, Stephanie Callahan, the Applicant, on behalf of the Covina Townhome Owners Association (HOA), filed Planned Community Development Modification application, PCDM 22-01, a request to modify Planned Community Development (PCD) 77-002 (Ordinance. 1374) Section 3, Conditions of Approval, number 4, to approve the following modifications:

a) The installation of a 6-foot tall wrought iron fence with a pedestrian gate, approximately 36'-4" feet in length, for "emergency access" only to East Nubia Street, providing a Knox-box for only emergency responders.
b) Installation of a new security gate to the front of the property (Citrus Ave) with the proposed modifications to their open space to accommodate the proposed vehicular turnaround; and,
c) Modify their outdoor recreation area (common open space) to include two new basketball posts to their existing tennis court, to serve as both a tennis and basketball court; and

WHEREAS, On December 5, 1977, the City Council approved Ordinance No. 1374 establishing a Planned Community Development (PCD) 77-002 District Overlay Zone; and

WHEREAS, Covina Municipal Code (CMC) Chapter 17.58 governs Planning Community Developments and provides that applications for PCDs may be determined pursuant to the procedure set forth in CMC 17.80.090 through 17.80.150; and

WHEREAS, CMC Section 17.80.090 provides that the owner of property proposed for a PCD amendment or the authorized representative of the owner may initiate proceedings by filing a petition with the City's Planning Department on forms provided; and

WHEREAS, CMC Section 17.80.110 provides that the City's Planning Department shall investigate the facts bearing on the proposed PCD amendment to provide information necessary to assure action consistent with the intent of this title and the general plan; and

WHEREAS, CMC Section 17.80.120 provides that after the PCD amendment application is deemed complete, the City's Community Development Director shall give notice of a hearing in accordance with Section 17.80.120; and

WHEREAS, CMC Sections 17.80.130.A. and B. provide that the Planning Commission shall hold a public hearing on the date and at the time and place specified in the notice, announce its decision within 30 days after the conclusion of the public hearing, recommend either approval or disapproval of the proposed PCD amendment, and set forth findings in support of the recommendation; and

WHEREAS, CMC Sections 17.80.130.B. and C. provide that the Planning Commission's decision shall not enlarge the area of the proposed PCD amendment in any way and must immediately be filed with the City Council and a copy thereof mailed to the petitioner at the address shown on the petition; and

WHEREAS, Government Code Section 65855 requires that at the hearing, the Planning Commission render its decision in the form of a written recommendation to the City Council, including the reasons for the recommendation and the relationship of the proposed PCD amendment to the City of Covina General Plan, and transmit the recommendation to the City Council in such form and manner as specified by the City Council; and

WHEREAS, the Planning Commission conducted a public hearing on December 13, 2022, continued until February 14, 2023, and then continued again until February 28, 2023, to consider the proposed Planned Community Development Modification (PCDM) and any comments received prior to or at the public hearing either in support or in opposition to proposed PCDM. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed PCDM, the Planning Commission adopted Resolution 2022-024 PC, recommending that the City Council approve PCDM 22-01 and adopt draft Ordinance CC 23-XXX amending the Covina Townhomes Planned Community Development (PCD) 77-002 and making a finding of exemption under the California Environmental Quality Act; and

WHEREAS, CMC Section 17.80.140 provides that the hearing date of the City Council public hearing shall be set by the City Clerk for not more than 60 days after the filing of the Planning Commission's resolution with the City Council; and

WHEREAS, CMC Section 17.80.150 provides that the City Council shall hold a public hearing on the date and at the time and place specified in the notice and may either adopt, by ordinance, the PCD amendment recommended by the Planning Commission after holding at least one public hearing thereon or modify the PCD amendment recommended by the Planning Commission, provided the proposed modification is been referred back to the Planning Commission for a report, pursuant to Sections 17.80.150.C. and D.; and

WHEREAS, on April 18, 2023, the City Council of the City of Covina held a duly noticed public hearing as prescribed by law to consider the proposed Planned Community Development Modification (PCDM) and any comments received prior to or at the public hearing, at which time staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to proposed Planned Community Development Modification (PCDM). Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Planned Community Development Modification (PCDM), the City Council closed the public hearing on that same date; and

WHEREAS, all legal prerequisites prior to adoption of this Ordinance have occurred.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Ordinance.

SECTION 2. California Environmental Quality Act Findings. The City Council hereby makes the following environmental findings and determinations in connection with the approval of the proposed Planned Community Development Modification (PCDM) 22-001: The Project has been environmentally reviewed pursuant to the provisions of CEQA and the State CEQA Guidelines. The City Council, based on its own independent judgement, has determined that the Project is categorically exempt from the detailed review-related requirements of the California Environmental Quality Act (CEQA). This determination was made based on Section 15301 Class 1 of the CEQA Guidelines, as the Project consists of the operation, repair, maintenance, permitting, or minor alterations of existing private structures on the subject property, and Section 15303 Class 3 of the CEQA Guidelines, as the Project consists of construction of limited numbers of small accessory structures including fences. The overall project proposed consists of adding/repairing a wrought iron fence at the rear access from East Nubia Street, and the installation of new security gates at the main entrance off Citrus Avenue. Furthermore, there is no possibility that the activity in question may have a significant effect on the environment and the Project is not subject to CEQA pursuant to Guidelines Section 15061(b)(3). Therefore, the Planning Commission finds that the project will not have a significant effect on the environment and is exempt from CEQA.

SECTION 3. Findings for Approval of Planned Community Development Amendment (PCDA). Based on the evidence in the record, the City Council of the City of Covina find that the proposed PCDM 22-01 is in compliance with State law and is consistent with General Plan Objective E (1)(y) which states: "Utilize the Zoning Ordinance's Planned Community Development (PCD) process (which allows for development standard modification if certain conditions are met) as a vehicle for getting attractive, functional, compatible, and innovative projects, thus facilitating residential and nonresidential development and General Plan implementation."

1. **That the site for the proposed use is adequate in size and shape to accommodate the use;**

   ***Facts*:** The proposed construction of the front security gate and the new 6-foot tall wrought iron fence off Nubia Street is contained within the existing property of Covina Townhomes. No additional square footage is being proposed. It complies with the Covina Municipal Code, Covina General Plan, and Covina Design Guidelines. Covina Townhomes is proposing to construct a front security gate and the new black wrought iron fence with no alteration to the building height, appearance, and setback. The building footprint will not be altered. The project design conforms to the general plan, the design guidelines, transportation demand management regulations, and any specific plans or guidelines which may be applicable to the project. The project design is harmonious, consistent, and complete within itself and

functionally and visually compatible with neighboring structures and the area in which it is located. The development will constitute an adequate environment for the intended use by sustaining the desirability and stability of the neighborhood and community. ***Therefore, this criterion has been met.***

2. **That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;**

   Facts: The construction of a new security gate and rear access gate, for emergency access only, complies with all the applicable regulations as described in the staff report and with the approved PCD 77-002. The proposed security gate and preservation of the rear gate access (off Nubia Street) for emergency access only, will result in vehicle calming measures as vehicles enter and exit the townhome condominium complex from Citrus Avenue. Ingress and egress will remain off Citrus Avenue and no increase in traffic will occur onto Nubia Street, with the exception of emergency responders. The existing street width and pavement type to carry the quantity of traffic generated will not change the already existing traffic demand from the townhome development. The facility will protect and maintain the visual aesthetic of the community, which then complies with the General Plan Land Use Objective 1, Section 2. Residential (6) "Ensure that the overall amount, locations, and timing of development reflect community desires and needs as well as physical and environmental constraints and will not inhibit the City's ability to meet street capacities and to provide other infrastructure, utilities, and adequate community services." ***Therefore, this criterion has been met.***

3. **That the proposed use is not detrimental to the surrounding properties or uses permitted in the general area;**

   Facts: The proposed new gates will be confined in conformance with development standards consistent with the character, appearance, and features of the Covina Townhome Development. The proposed security gate and preservation of the rear gate access (off Nubia Street) for emergency access only, will result in vehicle calming measures as vehicles enter and exit the townhome condominium complex from Citrus Avenue. Ingress and egress will remain off Citrus Avenue and no increase in traffic will occur onto Nubia Street, with the exception of emergency responders, thereby facilitating the desired sustainability and stability adequate for its environment, the neighborhood, and the community it will serve. ***Therefore, this criterion has been met.***

4. That the conditions stated in the decision are deemed necessary to protect the health, safety and general welfare;

   Facts: The project design is harmonious, consistent, and complete within itself and functionally and visually compatible with neighboring structures and the area in which it is located. The development will constitute an adequate environment for the intended use by sustaining the desirability and stability of the neighborhood and community. The construction of a new security gate and rear access gate, for

emergency access only, complies with all the applicable regulations as described in the staff report and with the approved PCD 77-002. The proposed security gate and preservation of the rear gate access (off Nubia Street) for emergency access only, will result in vehicle calming measures as vehicles enter and exit the townhome condominium complex from Citrus Avenue. Ingress and egress will remain off Citrus Avenue and no increase in traffic will occur onto Nubia Street, with the exception of emergency responders. The proposed new gates will be confined in conformance with development standards consistent with the character, appearance, and features, thereby facilitating the desired sustainability and stability adequate for its environment, the neighborhood, and the community it will serve. ***Therefore, this criterion has been met.***

SECTION 4. The City Council hereby approves (PCDM) 22-001, as set forth in Sections 5, 6, and 7 of this Ordinance, subject to the Conditions of Approval attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 5. Condition of Approval No. 4, in Section 4 of Ordinance No. 1374, establishing the Planned Community Development (PCD) District Overlay Zone for Covina Townhomes, is hereby amended to read as follows, with next text indicated with an underline:

"4. That a continuous concrete block wall, 6 feet above adjacent single-family residential property finished grade, be provided. <u>A 6-foot tall wrought iron gate, approximately 36'-4" linear feet for "emergency access only" shall be installed on East Nubia Street, providing a Knox-box for only emergency responders. The gate shall include a pedestrian gate for Covina Town Home residents to access East Nubia Street. The gate shall be properly maintained at all times."</u>

SECTION 6. Subsections 12 and 13 are hereby added to Section 3 of Ordinance No. 1374, adding new conditions of approval to Covina Townhomes Planned Community Development (PCD) District Overlay Zone, to read as follows:

"12. <u>Install a new security gate along the front main entrance of the property (North Citrus Avenue) per stamped city approved plans, to accommodate the proposed vehicular turnaround</u>."

"13. <u>Modify their outdoor recreation area (common open space) to include two new basketball posts to their existing tennis court, to serve as both a tennis and basketball court</u>."

SECTION 7. All other provisions of Ordinance No. 1374 not amended as set forth in Sections 5 and 6 of this Ordinance shall remain in full force and effect.

SECTION 8. <u>Severability</u>. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more

sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 9. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

SECTION 10. Effective Date. This Ordinance shall become effective within thirty (30) days after its adoption.

SECTION 11. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

PASSED, APPROVED and **APPROVED** this ___ day of_____, 2023.

City Council of Covina, California

BY: _____
WALTER ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

APPROVED AS TO FORM:

_____
CANDICE K. LEE, City Attorney

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 23-03 was introduced for first reading at a regular meeting on the _____ day of _____, 2023. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the ___ day of _____, 20__, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

Exhibit "A"
DRAFT CONDITIONS OF APPROVAL
Ordinance 23-03
April 18, 20232023

The Planned Community Development Modification (PDCM) 22-01 shall allow approval for the modification Planned Community Development (PCD) 77-002 (Ordinance. 1374) to allow a black wrought iron fence at the rear of the property to become access for Emergency Services with a pedestrian access gate from East Nubia Street, and installation of new turn around security gates at the main entrance off Citrus Avenue and an installation of two basketball goal post assembly at the existing tennis sport court. The parcel is Zoned – Planned Community Development / Residential 4000 (PCD/RD) zone, located at **1244 North Citrus Avenue**. (APN; 8406-019-029)

A. TIME LIMIT:

1. Planned Community Development Modification (PCDM) 22-01: Approval shall lapse and shall become void one (1) year following the date on which the approval became effective, unless a greater amount of time is granted as a condition of approval, or unless prior to the expiration date a building permit is issued and construction is commenced and diligently pursued toward completion on the site which was the subject of the application. The applicant may apply to extend the expiration date for a maximum of one year upon written request to the Director of Community Development a minimum of thirty (30) days prior to expiration. The request must be approved by the Planning Commission prior to the expiration of the approved PCDM applications.

B. GENERAL REQUIREMENTS:

1. This approval will not be effective for any purposes until the Applicant has filed with the Planning Division an affidavit stating that it is aware of and agrees to accept all of the conditions of this approval as set forth herein.

2. To the full extent permitted by law, Applicant agrees to and shall fully indemnify, hold harmless, and defend CITY and it's respective elected and appointed officials, officers, members, agents, employees, and representatives (each an "Agent" and collectively "Agents") from any and all claims, suits, causes of action, fines, penalties, proceedings, damages, injuries or losses of any name, kind or description, specifically including attorneys' fees (collectively, "Claim(s)"), arising in any way out of or challenging the validity of Project, or the CEQA Determination.

3. The Applicant's indemnification obligations, as set forth above in this Approval, shall survive the completion or abandonment of the Project or the issuance of a certificate of occupancy with respect thereto. However, Applicant's obligations after the issuance of a certificate of compliance for the Project shall be limited to indemnifying and defending the Indemnified Parties from legal challenges filed to set aside any part of the Project or its

related components. The provisions of this Condition of Approval are intended by the City and the Applicant to be interpreted and construed to provide the fullest protection possible under the law to the City. Further, all obligations and Liabilities under this Approval are to be paid by the Applicant as they are incurred. The Applicant's obligations to indemnify under this Approval shall include the obligation of the Applicant to defend the City with legal counsel of the City's own choosing. In the event the City elects not to select such counsel, the Applicant shall designate such counsel subject to the City's prior approval.

4. All indemnity provisions, as set forth above, shall continue to be the liability and obligation of Applicant, binding upon Applicant, until the final resolution of all Claims, and shall survive the completion, partial completion, or abandonment of the Project.

5. The Project Site and all improvements thereon, including landscaping, must be maintained in a sound, healthy, and attractive condition reasonably free of weeds, visible deterioration, graffiti, debris, and/or other conditions that violate the Covina Municipal Code.

6. The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by the applicant's violation of any condition imposed hereunder or any provision of the Covina Municipal Code must be paid by the applicant.

7. The management of the business shall at all times take reasonable steps a) to prevent any outside loitering by any associated patrons and b) to encourage all business-related persons to be courteous with neighboring businesses.

8. The management of the business shall ensure that all employees and customers of the business that drive to the site park on the underlying site in legal parking spaces.

9. At all times when any outside lighting typically operates, the exterior lighting on the property shall be fully functional. This lighting shall further meet the design and minimum foot-candle standards of the City to sustain public safety (or, 1.0 foot-candle of illumination) and shall be hooded to prevent the reflection of lights upon the adjacent properties to the south and east of the subject project. All exterior lighting on the site shall not generate any glare onto any surrounding properties or the adjacent public rights-of-way. Exterior lighting shall be pointed downwards and away from any residences. Only the blue accent LED lighting depicted on the submitted plans shall be allowed on the canopy fascia.

10. Approval of this request shall not waive compliance with all other sections of the Covina Municipal Code, the Covina Design Guidelines, and all other applicable plans and non-City laws and regulations that are in effect at the time of application approval by the Planning Commission and at the time of building permit issuance(s) by the Covina Building Division.

11. The City shall have the reasonable right of entry to inspect the immediate premises and the overall property to verify compliance with these Conditions of Approval.

12. If any provision of this approval is held or declared to be invalid, then the entire approval shall be void and the privileges granted hereunder shall lapse.

C. SITE DEVELOPMENT:

1. The Project site shall be developed and maintained in accordance with the approved plans on file with the Community Development Department, all representations of the record made by the Applicant(s), the Conditions contained herein, the Covina Municipal Code, and the Covina Design Guidelines.

2. Final plans incorporating all Conditions of Approval and any plan-related changes required in the approval process shall be submitted to the Community Development Director, or his designee, for review and approval, prior to submittal for the Plan Check process.

3. The applicant shall install a powder-coated, perforated metal mesh screen along the entire width of the gate on East Nubia Street. Color to match gate pickets.

4. Minor modifications in elevation details and/or colors may be submitted with detailed drawings and/or information to the Community Development Director, or his designee, for review and approval prior to, or during, the subsequent Plan Check process.

5. Other than the approved modifications under PCDM 22-1, as set forth under Ordinance 23-03, Conditions of Approval under PCD 77-002 (Ordinance No. 77.1374) shall remain in effect.

D. BUILDING AND SAFETY DIVISION:

1. The applicant shall submit 4 sets of complete construction plans to the City's Building and Safety Division.

2. The applicant shall also submit two sets each of any structural and energy calculations with the complete construction plans. All calculations must bear an original signature from the documented author.

3. The Project shall comply with federal and state accessibility requirements to and throughout the proposed building. The applicant shall include compliance methods and structural details on the complete construction plans.

4. Construction activity within 500' of a residential zone is prohibited between the hours of 8:00 p.m. and 7:00 a.m. and on Sundays and Holidays unless otherwise permitted by the City.

5. The building plan check process may address additional project concerns. Approved construction plans will be routed to the Planning, Engineering, Water, and Environmental Services Departments for review. These Departments may individually determine other Project requirements subsequent to the review of the approved construction plans.

E. **PUBLIC WORKS - ENVIRONMENTAL SERVICES DIVISION:**

1. Environmental Services - Upon completion of C&D, the applicant shall complete the form, sign, and return the original with Athens Loads Characterization Report. The applicant shall provide a turning template for diesel tanker trailers to the underground diesel storage tank.

6. Only Athens Services/Covina Disposal, 888-336-6100, is allowed to provide bins and pick up and dispose of trash and recyclables, including all C&D projects. Exception: The project contractor, using his/her own equipment and staff may take recyclables to a recycling facility.

7. The applicant shall complete the form, sign, return the original, and attach a copy to the field plans.

6. The applicant shall submit deposits to the City's Environmental Services Division, as required, prior to issuance of Building Permits.

7. The applicant shall underground, within the exterior boundary line of the subject property, all electrical, telephone, CATV, and similar service wires or cables that provide direct service to the subject property.

F. PUBLIC WORKS – ENGINEERING:

1. The applicant shall obtain a public works permit for all work in or adjacent to the public right-of-way (ROW). All work within the public ROW shall be in accordance with applicable standards of the City of Covina, i.e. Standard Specifications for Public Works Construction (Green Book), and the Work Area Traffic Control Handbook (WATCH), and further that construction equipment ingress and egress be controlled by a plan approved by the City Engineer.

2. Existing City roads requiring construction shall remain open to traffic at all times with adequate detours during construction. Street or lane closure permits are required.

3. Due to the construction, the applicant shall be responsible for any repairs within the limits of the project site development, including streets and paving, curbs and gutters, sidewalks, and street lights, as determined by the city engineer.

4. The proposed rear gate abutting East Nubia street shall remain for emergency vehicles only and not another means of entry or existing for the Covina Townhomes Property.

G. COVINA POLICE DEPARTMENT:

1. Exterior lighting to include: parking lot light fixtures and wall-mounted light fixtures shall be of LED. Detailed plans to show compliance shall be submitted to Police Department and Planning Division for review and approval, prior to issuance of a permit and prior to installation. The condition of approval shall be accomplished on or before opening.

2. At no time will any security personnel, whether employed by a private company or licensed by the city, or employed by the establishment, be armed with any type of firearm.

3. When applicable, the owner or operator shall contract with a security company for security personnel or hire security personnel as employees.

4. The owners, operators, or managers shall, subject to the approval of the Police Department, develop a plan to ensure that all exterior locations are adequately and safely illuminated during hours of darkness.

5. The owners, operators, or managers must comply with all City codes and ordinances relating to police response and abatement nuisance conditions.

6. The owners, operators, or managers shall, subject to the approval of the Police Department, develop a plan to monitor the area surrounding the location for trash and other discarded items that impact public health and to maintain the cleanliness of the parking lots, sidewalks, and the property of adjacent business owners.

7. The owners, operators, or managers must comply with all City codes and ordinances relating to police response and abatement nuisance conditions.

8. Rolling driveway gates, and any pedestrian gate, shall have a keypad installed with the current access code provided to Police Dispatch at (626) 384-5808.

9. All landscaping should follow the two-foot six-foot rule. All landscaping should be ground cover, two feet or less, and lower tree canopies should be at six feet. This increases natural surveillance and eliminates hiding areas within landscaping. Tree canopies should not interfere with or block the lighting along sidewalks or parking lots. This creates shadows and areas of concealment. Planters will use plant species with limited growth. This is to ensure that maintenance does not become an issue and surveillance from the building is maintained.

G. LOS ANGELES COUNTY FIRE DEPARTMENT:

1. The Project shall comply with the provisions of the City's Fire Code.

END OF CONDITIONS

Attachment B

1977 Planning Commission Minutes, City Council Minutes, Staff Reports, and Ordinance/PCD 77-002

May 10, 1977
PC Mtg.

CITY OF COVINA

STAFF REPORT

May 6 1977

ITEM NO. 5

Note: Date staff report completed

TO: PLANNING COMMISSION

FROM: MICHAEL A. MARQUEZ, PLANNING DIRECTOR

COORDINATOR: CRAIG JENNINGS, PLANNING ASSOCIATE

SUBJECT: ZONE CHANGE APPLICATION 77-002

APPLICANT:

Oak Bay Company

REQUEST:

To change the zone from C-3A to RD-2100 to develop apartments.

LOCATION:

East side of Citrus Avenue, northerly of K-Mart, southerly of the San Dimas Wash.

ACREAGE:

Approximately 6 acres

ENVIROMENTAL SETTING:

Subject Property:	C-3A	Vacant
Surrounding Property:		
North:	A-1-6000	Residential
South:	C-3A	Commercial
East:	R-1-7500	Single family residential
West:	R-1-7500	Single family residential

NOTIFICATION OF APPLICANT AND ADJACENT PROPERTY OWNERS:

Applicant mailed copy of staff report. All property owners within a 300 foot radius mailed notice of public hearing on April 28, 1977.

-20-

7. That the following requirements of the Fire Department be met:

   a. Post exit signs over exit doors.

   b. Post "Maximum Occupant Load" near front entrance.

   c. Post sign on wall of dance floor area "Maximum occupant load on dance floor 62."

   d. All curtains, drops, drapes and decorations must be flame resistant or treated with an approved flameproofing material.

   e. Provide one 2-1/2 gallon water pressure fire extinguisher for the south portion of the building.

   f. Provide one Class B fire extinguisher for the kitchen area.

The aforementioned recommendation is based upon the following findings:

1. That the site for the proposed use is adequate in size and shape to accommodate all of the uses proposed for the property.

2. That the site for all of the proposed uses, relating to the streets and highways, is adquate in width and pavement type to carry all the traffic for its uses.

3. That the conditions are deemed necessary to protect the public health, safety and general welfare of the community.

4. That the proposed use will have no adverse effect on abutting property.

STAFF ANALYSIS:

A development has been proposed on the property immediately north of the K-Mart store fronting on Citrus Avenue, up to and including that portion immediately south of the wash and extending easterly to the rear lot line of the single family homes. The proposed development is for approximately 124, one, two and three bedroom apartments to be constructed in several buildings.

In order to construct these apartments, the zoning which is presently C-3A would have to be changed to RD-2100. This application is for a proposed zone change to accommodate the proposed development.

The General Plan indicates that the property in question should be developed as medium density residential. Consequently, the proposed zone change conforms to the General Plan of the City of Covina.

The developers have submitted an environmental impact statement concerning the environmental conditions and changes that might take place as a result of this zone change and the staff has reviewed this situation and a negative declaration has been filed.

The proposed zone change is adjacent to a shopping center and a major highway. The zoning of this property at present is C-3A. A survey of the surrounding area shows that there is a considerable number of shops of all types available to the residents of the area. Some of the commercial area remaining along Citrus Avenue is still vacant. Developers that have approached us on one of the large remaining vacant pieces of commercial areas have indicated they would prefer developing multi-family residential units rather than try to enlarge the commercial facilities in the area because their marketing research showed more than an adequate supply of shopping already available.

Within a four block area of the proposed zone change, we have three or four apartment developments. All of these developments are in the County and they provide over 200 units within these facilities. There are no apartment developments within the City of Covina in this immediate area.

A review of the Covina Valley Unified School District showed that the impact of any additional students such as those that might occupy the proposed development on this property would not create any hardships on the school enrollment.

Regardless of whether the property were developed as a commercial shopping center or as a multi-family residential development, the traffic problem would increase on Citrus Avenue.

Before the zone change can be effected by the Planning Commission, the Commission must make the following findings:

1. That this zone change conforms to the General Plan.
2. That the multi-family residential on this property will strengthen the economic base of the City.
3. That residential type development on this property would not be detrimental to the adjacent single family residential dwellings or to the zones immediately adjacent to the property in question.

4. That the change will not have an adverse effect on the environment.

5. That the parcel is of sufficient size to provide for development of the type as indicated by the proposed zone change.

The staff, in reviewing the proposed zone change, feels that it would be more appropriate to develop property of this type as multi-family residential than it would be to continue the development of commercial property because:

1. There is sufficient commercial property in the area.

2. There is need for more apartment units within the City of Covina.

STAFF RECOMMENDATION:

The staff would recommend approval of the proposed zone change from C-3A to RD-2100, however, in order to maintain the area immediately adjacent to the single family residential with a similar density, we suggest the first 100 feet westerly of the present single family homes be zoned RD-7000 and the remaining property be zoned RD-2100 which is the maximum density allowed without a conditional use permit.

ITEM NO. 4
CUP-77-005

Public hearing of Application CUP-77-005, a request for a conditional use permit to allow on-sale liquor and public dancing in conjunction with the operation of a tavern, upon property located at 1447 North Hollenbeck Avenue.
Richard Sinclair, applicant.

The Planning Director presented the staff report (copy attached). He added these are the same recommendations as presented in all previous applications.

Mr. Stoops inquired if there have been any incidents in the past that required police action.

Mr. Marquez replied no. The Police Department has not noted any particular problem with the use. In the past there was a sound problem and staff took out a noise meter and measured sound in the general area and found it wasn't directly related to the use itself. This was taken care of partially by the requirement of closing the back door and setting up a barrier for outside the door so that any possible noise from this business would not project out into the residential properties to the west. No complaints have been received either by staff or the Police Department.

Mr. Oliver noted Item No. 2 in the staff report refers to noise level -- is this inside or outside.

The Chairman indicated this would be outside with the doors closed and was a requirement that the existing facility is now operating under.

The Planning Director noted that the following should be added to the end of Item No. 2 -- "as measured from the parking lot located to the west of the building."

The Commission agreed.

Chairman Pitman opened the public hearing and asked for comment from those either for or against this public hearing. There was no response. He closed the public hearing and asked for comment of the Commission.

Mr. Teommey moved, seconded by Mr. Terracciani, that Application CUP-77-005, a request for a conditional use permit to allow on-sale liquor and public dancing in conjunction with the operation of a tavern, upon property located at 1447 North Hollenbeck Avenue, be APPROVED in accordance with the staff report including the addition to Item No. 2 as noted above.

Roll Call Vote: Ayes: Hanby, Stoops, Pitman, Teommey and Terracciani
Noes: None

Motion carried.

Chairman Pitman indicated the decision of the Commission would be considered as final unless an appeal is filed within ten days in writing to the City Council.

ITEM NO. 5
ZCH-77-002

Public hearing of Application ZCH-77-002, a request for a change of zone from C-3A (community or regional shopping center) to RD (residential-multiple family), upon property located on the east side of Citrus Avenue, south of the San Dimas Wash.
Oak Bay Company, applicant.

Mr. Jennings presented the staff report (copy attached).

Mr. Terracciani inquired if RD-2100 is considered medium density residential and what is used to determine this for the apartments. He also asked how you determine if you have enough commercial property.

Mr. Jennings indicated this is determined in reviewing the area in terms of single family units available to the people, the cost of the single family unit, the relative cost of people using apartments and the number available in the City of Covina. The staff felt there is a need for a unit which would cost somewhat less than a single family residence but still being economically comparable to the area. This would allow other people to move into the community which would in effect, strengthen the economic base and allow for more shopping and more jobs to be generated within the community.

Mr. Marquez noted in regard to how do you determine if there is enough commercial property, in the development of the General Plan and development of the Redevelopment Plan, economic studies were carried out. In doing this, it identified the particular problem of there being more excess property zoned for commercial in the City than the maximum population could, in essence, support. There are some key areas. It is realized that as the City grows, some of the need may change but generally speaking, there seems to be an indication there is some excess of commercial zoning.

Chairman Pitman asked Mr. Jennings to explain to those in the audience what a negative declaration is.

Mr. Jennings stated the developer submitted an environmental impact statement to the City which is a statement that reviewed the environmental conditions of the area; primarily the six acres of land which is essentially vacant, flat, a few trees, and no real environmental concerns relative to wildlife, etc. As a result of this evaluation, the staff felt this would not be detrimental to the environment. The staff then filed a negative declaration in accordance with the CEQA.

Mr. Hanby asked if the development is proposed to be one-story or two-story.

Mr. Jennings replied the proposed development would be two-story.

The Planning Director noted the matter being discussed at this time is basically the density. The developer can build either one-story or two-story. There is a maximum height limitation in any of the RD zones of two-story. Single family residential units can also be two-story.

Mr. Marquez then presented a slide presentation of the area showing the subject property as well as all adjacent properties.

Chairman Pitman opened the public hearing and asked for those who wished to comment either in favor or in opposition of the subject application.

Mrs. Barbara Marino, 4823 Fairvale Avenue said she would like to correct a statement made in the presentation. There are apartments directly to the north across the wash -- it is a large apartment complex, very transient, and it is advertised so out front for daily, weekly and monthly.

The Chairman explained the statement was made there are no apartments within the City of Covina in this area. The apartments referred to are in the County and the Commission is aware of them.

Mr. Terracciani asked Mrs. Marino if she was in favor or in opposition of the subject application.

Mrs. Marino replied she is very much against any more apartments.

Mrs. Sanda Cicalo, 4919 Fairvale Avenue indicated she lives directly adjacent to the empty lot. She said she would like to present the Commission with a petition which has been circulated in their neighborhood. They are opposed to the zone change and they feel there are already enough apartments in the area and they would prefer to see single family dwellings of one-story to conform to existind dwellings. (A petition was submitted containing 81 signatures representing 50 properties in adjacent County territory).

The Chairman asked Mrs. Cicalo if she understood the property at the present time is zoned for commercial and anything allowed by that zoning, can be placed on the property. It is zoned C-3A.

Mrs. Cicalo said she understood that.

Chairman Pitman added that the economic value of the land almost makes it prohibitive for single family development. The value of land for commercial property versus value of land for single family residential is considerably higher and to put single family residential on it would make the houses sell at a price much much higher than any other house in that particular area. This all comes down to dollars and cents.

Mr. Terracciani stated the Commission cannot change the zone to R-1 for single family residential but can only consider what the applicant is asking for.

Mrs. Cicalo then inquired how close would the buildings be to the adjacent properties.

On a plot plan, the Planning Director explained what the developer has submitted in his proposal. When multiple family residential abuts a single family zone, the requirements for setback are that for every foot of building height, there would be two feet of setback. This would mean there would be a 25 to 35 foot setback along the back of the development next to the single family residences -- the main building cannot be placed in this area, however, garages can be placed within this area as can be done in the R-1 zone as well.

Mrs. Cicalo then asked if the builder is required to put up a block wall.

The Chairman replied yes -- it is to be between five and six feet in height.

Mr. Stoops said it was his understanding the property to the east of the subject lot is in the County.

The Planning Director noted that is correct.

Mrs. Sirel Hawley, 4939 Fairvale Avenue said if these apartments are to be two-story, there will be no privacy in their back yards and especially if the windows are facing their property. How are they supposed to live comfortably.

The Chairman pointed out you can have two-story development in a single family zone as has been already expressed this evening. The City can only control the space between the buildings. This concern has been expressed before and it really hasn't been that much of a problem.

Mrs. Hawley continued in that it is true you have more theft and more problems with apartment buildings, and especially if it isn't a family building. This could present a lot more trouble in the area. She asked if this wouldn't be true.

Chairman Pitman noted the Commission is concerned mainly with the use of the land. He could not specifically answer her question.

The Planning Director added many people have a concern in regard to the image of an apartment in a community. A study was conducted several years ago in this regard. There are special areas that would have a more anti-social behavior and it was found in those particular areas, they were initial problems of design and layout and not so much apartments for the sake of apartments. There are apartments in the community that maintain a high standard in terms of their clientele. The general feeling with apartments is that they don't breed crime or anti-social behavior. You really cannot condemn apartments for that. If you take it on a unit basis, you will find in any given number of units, whether they be single family or multiple family, they will generate a similar amount of anti-social type behavior.

Mr. Doyle Harp, 4937 North Citrus Avenue said he is directly west of the property. It is his understanding they are proposing 124 units and asked if that is correct.

The Planning Director replied yes. In terms of the preliminary sketch, it consists of basically two and four unit buildings grouped around three areas of activity containing a pool area, family area and an adult area.

Mr. Harp said it was his understanding the proposed zoning only affects the subject parcel and no other properties in the area. If it is rezoned, would this change their property values.

The Chairman stated the zone change only affects the subject property and he could not say what effect this would have on their property values.

Mr Harp noted they are the adjacent environment. Any form of traffic pattern in and out of this property should be directed to Citrus Avenue and this would all come right out to his front door. He asked if a signal would be put in at this location.

Chairman Pitman replied a signal would not be a requirement of the developer of this property.

Mr. Harp stated he too lives in the County. Covina police do not respond to any calls from those that live in the County and they have to call the sheriff in San Dimas.

Chairman Pitman said Mr. Doyle is talking about his property. The subject property is in the City of Covina and the Covina police would respond to property in the City.

Mr. Harp said he would be against the subject application.

Mr. Albert Howell, representing the applicant, 21243 Ventura Boulevard, Woodland Hills said their plan is to develop this as a multi-family use primarily for families. This will be a very first class apartment development with predominantly three bedroom units in the development. With respect to the staff report, they cannot accept the RD-7000 in the rear 100 feet of the property. They are planning a large area back there which will be driveways and parking. However, to go with a reduced density which they estimate will be a loss of 15 to 20 units, economically will not allow them to develop the project. They originally had hoped to develop 132 units on the project but due to the parking requirements which comes down to three parking spaces per unit plus guest parking and recreational vehicle requirement, they are only able to place 124 units on the property. Any lower density than that; particularly a 15 to 20 unit reduction, would make it economically unfeasible. He is asking the Planning Commission to evaluate their zone change request on the basis as originally submitted for 124 units. They are prepared to meet any adverse feelings there are about this and make sure they develop the project so that there are not a lot of two-story type units looking down on people's back yards. This is bad for both the single family and for the apartments to have that type of mixed use and they will take that into account certainly in developing a site plan. Their preliminary site plan has done that in many cases where the units are well over 100 feet to 150 feet away. In one case with six units, they are within 45 feet. The majority of the units along the back are in excess of 80 feet from the rear property line.

Mrs. Phyllis Quinley, 4925 Fairvale Avenue stated she is located directly in back of the proposed apartments. She too is against the zone change mainly because she does not feel they need any more apartments -- 124 apartments times two would be about 250 people. She did not feel the Covina School District can handle any more children with the apartments on Barranca Avenue as well having just been built and they too will have children. All these children will go to the same school and the school is not overly crowded but the classrooms have between 25 to 38 children in them now. This block wall which would be adjacent to her property, if it is like the wall in back of K-Mart, will not be much good as their property is higher in grade so when it comes to their properties, they have about a three foot high wall. She was wondering if it would be six feet tall from her property or 6 feet tall on the subject property.

Chairman Pitman indicated it would be 6 feet high on the subject property. He further explained this particular developer could get the zoning and never develop the property also. The Commission is concerned with a land use that is compatible and not to this particular design. The precise plan submitted by this applicant might never be developed.

Mrs. Quigley pointed out she had heard the Covina C.R.A. had an interest in this property and asked if that is correct.

The Chairman replied this property is not in any C.R.A. area.

Mrs. Cheryl Godwin, 18609 Groverdale Avenue noted there is a lot of concern from those living in this area regarding Nubia Street. Will it be closed off or will it go through.

Chairman Pitman replied the only ingress and egress would be to Citrus Avenue from this property unless an easement is established to the business property to the south. If the people in the area got together and wanted this street opened, that would be another matter. If this street should ever go through, there would be a hearing before the Commission and City Council.

Mrs. Godwin indicated they were also concerned about people from these apartments parking on their private street. She inquired as to how many parking spaces per unit are required.

Mr. Marquez replied the developer is required to place three parking spaces per unit with guest and recreational vehicle parking. All these parking spaces are to be placed on the subject property so there would be no reason for anyone to park on their streets.

As there were no further comments, either in favor or in opposition, Chairman Pitman closed the public hearing and asked for comment of the Commission.

Mr. Terracciani indicated at this time he is not in favor of the zone change for two reasons. He is not convinced, as no evidence has been presented, that more apartments are needed. He has been involved with individuals who are looking for large parcels of commercial land in the City of Covina and the reason they are not purchased may be because of the price. There are not that many six acre vacant parcels of land in the City for commercial development. He does not know why but at this time and point, he is not in favor of putting apartments in this area and especially with the applicant admitting he cannot live with RD-7000 on the easterly portion of the subject property.

Mr. Teommey noted the staff has reported one reason for recommending approval is because there is more than enough commercial land available in the City. To put one-story single family residences on this property as some of the people want, would make the cost of those houses beyond the reach of many people and you would get just as many people and maybe more children in there and in the schools. As for the multiple family houses, he thought it would be a good solution to the cost of the lot. North across the wash all the way to Arrow

Highway is practically the same type of development. These people on Fairvale Avenue have lived behind K-Mart for sometime so they must know what it would be like if further commercial development were to be placed there. He is leaning in favor of the zone change.

Mr. Hanby stated he would agree with Mr. Teommey. He has looked at the Market Basket development at Berkley Square with apartments to the south next to a nice residential development, and the Barranca development of apartments and similar situations. It would seem to him that the property is too valuable for private residents and he would believe the staff in their statement that there is too much commercial in that area. He favors the apartments.

Mr. Stoops indicated he too would agree with the staff's recommendation. It does seem that a buffer of RD zoning is normally considered better planning than commercial adjacent to R-1. It also does appear there is adequate commercial zoning in the area and this property has not developed. It would be upgrading the zoning to grant the present request and it does agree with the General Plan.

Chairman Pitman pointed out in regard to the concern voiced about the schools, this matter is referred to the School District in each and every one of these instances. If there are more children than they can handle, they will so advise the City. He would be in favor of the zone change and with the staff recommendation.

The Planning Director added the staff's recommendation will not make the residents happy or the developer. What is trying to be accomplished is to develop a compatible relationship with low density and a major commercial area. The only alternative would be a PCD application since the property does contain at least a minimum of five acres. In the PCD application it may be possible to satisfy both areas of concern; the residents in regard to reducing the development adjacent to their property in terms of height so that there are no tenants peering down on their properties, and the developer in terms of overall density to satisfy more of his needs. The staff's recommendation does this through straight zoning. The PCD zone is more of a design type of resolution of the problem. This would require another zone change application.

The Chairman noted the developer may not be able to live with this time limit which would mean the application would have to be republished once again and notices sent out as in this application. He wouldn't be interested in putting more severe requirements on that area than what is contained in the zoning all over the City. This would be a constraint on the developer that would be more severe than need be in his opinion.

The Planning Director added staff didn't anticipate there would be as much concern as expressed this evening. The General Plan recommends medium density and thought that is the right recommendation. However, because of the immediate uses and relationships, the City would like to develop as compatible a relationship so that all the needs are satisfied in this particular area.

The Chairman then asked if staff would accept something less than RD-7000 on the first 100 feet on the easterly portion of the property That recommendation can be changed at this time if the Commission so desires to say RD-5000 or RD-6000.

Mr. Marquez noted the main concern from several of the comments made was in regard to the two-story residences next to residential. This was considered in another development in the city where all main buildings were kept within 150 feet of the property line abutting R-1 and at one-story in height so that this factor was eliminated.

The Chairman said he still felt the zoning is adequate to take care of this situation. This particular area is not too different from the rest of the City and he did not think this developer should have to meet any different requirements than any other developer has had to meet. He felt the control of height is adequately done within the zoning ordinance.

Commissioners Stoops and Hanby agreed.

Mr. Teommey noted that under C-3A zoning, you can have a higher building on the property than with RD zoning as proposed.

The Chairman pointed out that under C-3A zoning, the building would have to be placed much farther back from the property line.

Mr. Hanby stated when these people to the east purchased their properties, they knew they faced a possible commercial development. Most people regret the building of commercial next to their properties more than apartments. He would say that in posing on the subject property a like zoning for a tract that faces business development would be much better than further commercial.

Chairman Pitman asked the developer what his minimum requirement would be in the back in terms of density.

Mr. Howell replied they need 124 units minimum for the entire development. Some combination of RD-5000 and RD-1900 or whatever, would be satisfactory just so that the overall density would still be 124 units.

Chairman Pitman said he did not believe the City should go below medium density as shown on the General Plan.

Commissioner Stoops stated he believed RD-2100 is a reasonable density. He did not see any need to make it a lower density, therefore, if it can be zoned in a manner so that he would have that density with the lower density on the east and still balance out at the same overall density of RD-2100, this would be satisfactory.

The Planning Director explained this is a situation where a PCD zoning would come in in his feeling. This would allow the developer the flexibility of the design and it would secure some of the things pointed out.

The Chairman asked the developer if time was important to him in this development.

Mr. Howell replied absolutely. He asked if this 100 feet is some special code requirement.

The Chairman noted this is usually the normal depth of a city lot. He asked the Planning Director if the entire property were zoned RD-2100, would this allow 124 units.

The Planning Director replied yes.

After further review, Mr. Stoops moved, seconded by Mr. Teommey, in regard to Application ZCH-77-002, a request for a change of zone from C-3A (community or regional shopping center) to RD (residential-multiple family), upon property located on the east side of Citrus Avenue, south of the San Dimas Wash, the Commission recommends to the City Council, APPROVAL based on the staff's recommendation with the exception that the entire parcel be zoned RD-2100.

Roll Call Vote: Ayes: Hanby, Teommey, Pitman and Stoops

Noes: Terracciani

Motion carried.

The Chairman declared a recess at 8:40 P.M. The meeting reconvened at 8:45 P.M. with all Commissioners being present.

ITEM NO. 6
GPA-77-001

Public hearing of GPA-77-001, a proposed amendment to the General Plan of the City of Covina, relative to considering a change of land use designation from community commercial to medium density residential, for property located on Glentana Street, east of Azusa Avenue.
For subsequent recommendation to City Council.

Mr. Marquez presented the staff report (copy attached).

The Commission then reviewed the area considered under the General Plan amendment.

Mr. Terracciani said it was his understanding the property owner would have to come in and ask for a change of zoning once the General Plan is amended.

The Planning Director replied that is correct. The General Plan has to be amended before a change of zone can be granted.

Chairman Pitman opened the public hearing and asked if anyone wished to comment either in favor of the application or in opposition. There was no response. He closed the public hearing and asked for comment of the Commission.

Mr. Pitman moved, seconded by Mr. Stoops, in regard to GPA-77-001, a proposed amendment to the General Plan of the City of Covina, relative to considering a change of a land use designation from community commercial to medium density residential, for property located on Glentana Street, east of Azusa Avenue, the Commission recommends to the City Council, a medium density designation in accordance with the staff recommendation.

Roll Call Vote: Ayes: Terracciani, Hanby, Teommey, Stoops and Pitman

Noes: None

Motion carried.

ITEM NO. 7
NAD-77-086

Public hearing of Application NAD-77-086, a proposed prezoning classification for property within the boundaries of Northerly Annexation District NAD-77-086, which is generally located on the east side of Grand Avenue, northerly of Cypress Street.
For subsequent recommendation to the City Council.

Mr. Jennings presented the staff report (copy attached).

The Planning Director added one of the reasons for recommending C-4 zoning is that generally speaking, the C-2 zoning is for a shopping center and C-4 is for commercial orientation along a major highway. Another factor is that in the C-2 zone, the setback requirement from a residential area is approximately 70 feet. In essence in the design and layout of the building, what will happen is that you will have a lot of activity and parking in the back. In the C-4 zone, the setback requirement is 20 feet and you would have more of the parking in the front area. His feeling is that restricting the activity to Grand Avenue and keeping the cars parked in that area is much better in terms of being compatible for the residential property than it would be to have 70 feet of parking in the back. Basically the C-2 and C-4 zones allow the same things -- the main difference is the setback requirement. He then showed a slide presentation of the

This year only one bid was received and it was submitted by the Sentinel. The following bid was then read by the City Clerk:

First insertion	$2.42 per legal printing square
Subsequent insertions	$2.32 per legal printing square

It is the staff's recommendation that the bid be referred to the City Clerk for study and report at the next regular Council meeting.

The motion was made by Mr. Haven, seconded by Mr. Jaeger, to approve the staff's recommendation. Motion carried.

ORAL COMMUNICATIONS

Oral Communications.

Mr. Darrel Seagraves, 1199 North Citrus Avenue, requested permission to speak on Item D-1.

Mr. Albert Howell, 21243 Ventura Boulevard, Woodland Hills, requested permission to speak on Item D-1.

Mrs. Barbara Marino, 4823 North Fairvale Avenue, requested permission to speak on Item D-1.

Mrs. Sandra Cicalo, 4919 Fairvale Avenue, requested permission to speak on Item D-1.

Mrs. Cheryl Godwin, 18609 Groverdale Street, requested permission to speak on Item D-1.

Mr. Ron Kinsling, 14203 Calais Street, Baldwin Park, requested permission to speak on Item D-3.

Mr. John Gardner, Covina Chamber of Commerce, requested permission to speak on Item E-3.

Mr. Jerry Edgar, 113 North Citrus Avenue, requested permission to speak on Item E-3.

Mr. Ken Miller, 805 North Fenimore Avenue, requested permission to speak on Item E-3.

Mr. David Lane, 835 East Benbow, requested permission to speak on Item E-6.

Mr. D. Stalians, 11747 East Valley Boulevard, El Monte, requested permission to speak on Item E-6.

PUBLIC HEARING ZCH-77-002 OAK BAY COMPANY

Public hearing to consider proposed zone change from C-3A (community or regional shopping center) to RD-2100 (residential -multiple family) for property located on the east side of Citrus Avenue southerly of the San Dimas Wash, Application ZCH-77-002.

Mayor Donaldson asked if any written protests had been filed. The City Clerk answered that no written protests had been filed in the City Clerk's office, but that petitions opposing the zone change had been filed with the City Council.

Mayor Donaldson then asked for a staff report on the proposed zone change.

The Planning Director came forward and gave the location of the property and described it as approximately six acres of vacant property fronting on North Citrus Avenue presently zoned C-3A. The surrounding property is mainly single family residential, with the exception of the commercial property immediately to the south. The General Plan designation for the subject property indicates a medium density residential use and the application submitted is consistent with the General Plan designation.

The zone change application was considered by the Planning Commission and after hearing all the testimony and reviewing the evidence presented, it was recommended the zone change application for RD-2100 be granted. The proposed development for this property should the zoning be granted, consists of approximately 124 one, two and three bedroom apartments to be constructed in several buildings.

Two alternatives were also presented at the Planning Commission public hearing--one was a lower density type of RD zoning or, secondly, the use of the PCD wherein approval of the application is based on a precise plan.

Upon being asked, the Planning Director stated the developer was opposed to the two alternatives presented at the meeting.

Mayor Donaldson opened the public hearing and invited testimony from interested persons in the audience.

Mr. Albert Howell, 21243 Ventura Boulevard, Woodland Hills, came forward and stated he represents the applicant, Oak Bay Company, and then requested the Council continue the public hearing for one month to enable the developer to modify his plans.

The following nearby property owners gave testimony opposing the proposed zone change to RD-2100:

Mr. Darrell Seagraves, 1199 North Citrus Avenue
Mrs. Anthony Marino, 4823 Fairvale Avenue
Mrs. Sandra Cicalo, 4919 Fairvale Avenue
Mrs. Cheryl Godwin, 18609 East Groverdale Street
Mr. Harold Quinley, 4925 Fairvale Avenue
Mr. Andrew Cicalo, 4919 Fairvale Avenue
Mr. Frank McCullough, 18620 Greenhaven Street
Mrs. Theresa Moore, 18640 Nubia Street
Mrs. Kathy Jarvis, 18735 Nubia Street
Mr. C. E. Wright 18615 Groverdale Street

The following reasons were given for the citizens opposition to the proposed zone change:

1. Possibility of opening Nubia Street to provide access for this development into the residential area immediately to the east.

2. Nuisances that would be created by constructing a large apartment complex, such as an increase in burglaries, noise, and other disturbances.

3. Incompatibility of a two-story apartment complex with single family residences.

4. A five to six-foot wall is an inadequate buffer for the residences to the east.

5. Loss of privacy for the residents to the east.

6. Fire access to the development would be gained through Nubia, and even though automobiles may not be able to use this street, only a chain would be placed across this street. This would still allow a lot of foot traffic, bikes and skateboards into the residential area to the east.

7. Increase in number of children using streets to go to school because of lack of sidewalks.

8. Insufficient parking, particularly for guests, will necessitate use of side streets for parking.

9. The apartment complex may downgrade the residential neighborhood.

Upon completion of the testimony, the Mayor declared the public hearing closed.

Mr. Jaeger commended the citizens for the rational manner in which they presented their protests on the zone change. He was not prepared to make the findings necessary to grant the zoning. In his opinion this was a rather high density and while Covina may need additional apartments, it did not need a 124-unit complex.

However, this property can be developed as a commercial complex and the residents to the east may experience the same problems they have with K-Mart.

Mr. Fryke stated the property is surrounded by single family residences, with the exception of the K-Mart to the south. While there is a place for apartment buildings, he did not feel it is prudent to develop apartments in the midst of residential developments.

Mr. Haven voiced concern about the problems emanating from large apartment complexes.

He also felt that the residents protesting this zone change should annex to the City of Covina since their area is a County island completely surrounded by City.

Mr. Colver thanked the people for coming to the Council meeting and expressing their wishes. He pointed out, however, while the residents may prefer single family residences for the property in question, this would not be feasible because the land has too high a value. He was also concerned about placing an apartment complex on this property.

Mr. Colver agreed with Mr. Haven that these citizens should annex to the City of Covina so that they can have a voice in local government. Most County residents have voiced concern over higher taxes if they annex, but this is a fallacy.

Mayor Donaldson stated the Council must consider every area of the community as a whole and the impact a development will have on the community. She also agreed this is high density for the subject property, but that this would never be developed as single family residences. She appreciated the fact that the citizens opposed to the zone change presented their case in a logical manner.

The motion was made by Mr. Fryke, seconded by Mr. Haven, to deny the application for a zone change to RD-2100.

A voice vote was taken on the motion and it carried unanimously.

Mayor Donaldson declared a five-minute recess at 8:40 p.m. The Council meeting reconvened at 8:45 p.m.

PUBLIC HEARING VACATION ALLEY S/O ITALIA — Public hearing regarding intention to vacate alley, south of Italia Street and west of First Avenue, V-77-13.

The Public Works Director stated the public hearing for the vacation of the alley south of Italia Street and west of First Avenue was scheduled for this evening by resolution adopted on May 2, 1977.

If there are no protests, it is the staff's recommendation the resolution ordering the vacation of the subject alley be read and adopted.

Mayor Donaldson asked if any written protests had been received. None had been received, so she opened the public hearing and asked if anyone in the audience wished to offer testimony regarding the proposed vacation of the alley. No one in the audience responded, so the public hearing was closed.

The motion was made by Mr. Jaeger, seconded by Mr. Haven, to read the resolution. Motion carried.

The following title of Resolution 3517 was read by the City Clerk:

RESOLUTION 3517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA ORDERING THE VACATION OF THE ALLEY SOUTH OF ITALIA STREET, WEST OF FIRST AVENUE, IN THE CITY OF COVINA.

The motion was made by Mr. Haven, seconded by Mr. Jaeger, to dispense with further reading of the resolution and adopt same. Motion carried.

PUBLIC HEARING GPA-77-001 GLENTANA ST. E/O AZUSA AVE. — Public hearing to consider proposed General Plan Amendment for change of land use designation from community commercial to medium density residential for property located on Glentana Street, east of Azusa Avenue, Application GPA-77-001.

The Planning Director came forward and pointed out the location of the subject property on the map consisting of approximately 2.6 acres. He then gave the surrounding zoning, adding the subject property is presently zoned RD-1500. The proposed amendment would provide a medium density in this area.

The existing mixture of uses have not created any traffic congestion problems at the intersection of Azusa Avenue and Glentana Street, and the proposed amendment will have a negligible effect on traffic in this area. The local school district feels it can absorb the minimal amount of children generated by this development.

It is the Planning Commission's recommendation that medium density be designated for the subject area and that it be incorporated in the General Plan.

The motion was made by Mr. Jaeger, seconded by Mr. Haven, to dispense with further reading of the ordinance. Motion carried.

ORD. 1349 ALLOWING BINGO

Second reading of Ordinance 1349 amending the Municipal Code allowing bingo.

The motion was made by Mr. Fryke, seconded by Mr. Haven, to place Ordinance 1349 on second reading for passage and adoption. Motion carried.

Mr. Colver voted no.

The following title of Ordinance 1349 was read by the City Clerk:

ORDINANCE 1349

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA AMENDING THE MUNICIPAL CODE TO AUTHORIZE BINGO GAMES FOR CHARITABLE PURPOSES.

The motion was made by Mr. Fryke, seconded by Mr. Haven, to dispense with further reading of the ordinance. Motion carried.

The motion was made by Mr. Fryke, seconded by Mr. Jaeger, to adopt the ordinance. Motion carried.

Mr. Colver voted no.

RES. 3521 GPA-77-001 GLENTANA E/O AZUSA

Resolution 3521 approving the General Plan amendment for property located on Glentana east of Azusa Avenue, Application GPA-77-001.

The motion was made by Mr. Jaeger, seconded by Mr. Fryke, to read the resolution. Motion carried.

The following title of Resolution 3521 was read by the City Clerk:

RESOLUTION 3521

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE ADOPTED GENERAL PLAN, GPA-77-001.

The motion was made by Mr. Jaeger, seconded by Mr. Haven, to dispense with further reading of the resolution and adopt same. Motion carried.

RES. 3522 DENIAL ZCH-77-002 OAK BAY CO.

Resolution 3522 denying zone change application ZCH-77-002, located on east side of Citrus Avenue and southerly of San Dimas Wash, Oak Bay Company.

The motion was made by Mr. Jaeger, seconded by Mr. Fryke, to read the resolution. Motion carried.

The following title of Resolution 3522 was read by the City Clerk:

RESOLUTION 3522

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA DENYING A ZONE CHANGE (ZONE CHANGE APPLICATION 77-002).

Sept. 27, 1977
P.C. Mtg

CITY OF COVINA

STAFF REPORT

September 21, 1977

ITEM NO. 3

Note: Date staff report completed.

TO: PLANNING COMMISSION

FROM: MICHAEL A. MARQUEZ, PLANNING DIRECTOR

SUBJECT: PLANNED COMMUNITY DEVELOPMENT 77-002

APPLICANT:

Oak Bay Company

REQUEST:

To develop a planned unit development for a 68 unit townhouse condominium.

LOCATION:

East side of Citrus Avenue, south of San Dimas Wash.

ACREAGE:

Approximately 6 acres

ENVIRONMENTAL SETTING:	Zoning	Land Use
Subject Property:	C-3A	Vacant
Surrounding Property:		
North:	A-1-6000	Residential
South:	C-3A	Commercial
East:	R-1-7500	Single family residential
West:	R-1-7500	Single family residential

NOTIFICATION OF APPLICANT AND ADJACENT PROPERTY OWNERS:

Applicant mailed copy of staff report. All property owners within a radius of 300 feet mailed notice of public hearing on September 16, 1977.

APPLICANT'S PROPOSAL:

Number of Units	Square Feet	Type
52	1375	2 story townhouse w/ detached garage 3 bedroom, 2-1/2 bath
16	1250	2 story townhouse w/ integral garage 3 bedroom, 2-1/2 bath
68 units		

Parking Required		Parking Provided	
68 units at 3/unit =	204	68 - 2 car garages =	136
guest at 1/5 units =	14	RVs	21
RVs at 1/5 units =	14	Open stalls	88
	232 Total		245 total

STAFF ANALYSIS:

A development has been proposed on the property immediately north of the K-Mart store fronting on Citrus Avenue, up to and including that portion immediately south of the wash and extending easterly to the rear lot line of the single family homes. The proposed development is for approximately 68 three bedroom townhouse condominiums.

In order to construct these units, the zoning which is presently C-3A would have to be changed to RD-3800. This application is for a proposed planned unit development concept which would permit the 68 units as proposed but allow us to regulate the development more than the RD zone permits.

The General Plan indicates that the property in question should be developed as medium density residential. Consequently, the proposed zone change conforms to the General Plan of the City of Covina. Medium density is 20 units/acre. This proposal is for approximately 11 units/acre. Single family is usually 7 units/acre maximum.

The developers have submitted an environmental impact statement concerning the environmental conditions and changes that might take place as a result of this zone change and the staff has reviewed this situation; consequently, a negative declaration has been filed.

The proposed zone change is adjacent to a shopping center and a major highway. The zoning of this property at present is C-3A. A survey was made of the surrounding commercial area and the staff found that there were at least 63 different shops that catered to the area encompassing one square mile. According to economic studies, the shops surveyed were capable of supporting a minimum of 5,000 people and some of the shops were capable of supporting a population of 10,000 to 15,000 people. If the proposed area were developed as a commercial establishment, the six acres of land could easily accommodate over 100,000 square feet of new business shops. Since most of the shops average 3,000 square feet in area, this potential new development could increase the number of shops in the area by over 50%.

The area immediately surrounding the property in question contains approximately 5,000 people per square mile, therefore, the present shops seem adequate for the area it is servicing and an additional 50% increase in the number of shops available would undoubtedly be too much for the community to absorb on a profitable basis.

Within a four block area of the proposed zone change, we have three or four apartment developments. All of these developments are in the County and they provide over 200 units within these facilities. There are no apartment developments within the City of Covina in this immediate area.

A review of the Covina Valley Unified School District showed that the impact of any additional students such as those that might occupy the proposed development on this property would not create any hardships on the school enrollment.

Regardless of whether the property were developed as a commercial shopping center or as a condominium development, the traffic problem would increase on Citrus Avenue.

The residents living in the area protested a previous zone change for 124 apartment units. They felt there were sufficient apartments in the area and there was no need for any more development of this type.

The increased population density resulting from the proposal was considered in terms of increased enrollment at local schools. However, the number of school age children residing in a condominium are estimated at 1/2 child per unit or about 34 children. A check was made with the Covina Valley Unified School District and their indications were that there would be no problems in accommodating any increased enrollment in the area.

Before the zone change can be effected, the Commission must make the following findings:

1. That this zone change conforms to the General Plan.
2. That the condominium development on this property will strengthen the economic base of the City.
3. That residential type development on this property would not be detrimental to the adjacent single family residential dwellings or to the zones immediately adjacent to the property in question.
4. That the change will not have an adverse effect on the environment.
5. That the parcel is of sufficient size to provide for development of the type as indicated by the proposed zone change.
6. That there is a need for more new housing in Covina.

STAFF RECOMMENDATION:

The staff recommends approval of the proposed PCD which permits a 68 unit condominium, subject to the following:

1. That a precise landscaping and sprinkler plan be submitted and approved by the Architectural Review Board prior to the issuance of a building permit.

2. That the development standards of the RD zone be applied to this development unless specifically waived herein.

3. That construction commence within one year from the effective date of this application and the final tract map.

4. That a continuous concrete block wall, 6 feet above adjacent single family residential property finished grade, be provided.

5. All planters or landscaping adjacent to parking and driveways shall be enclosed with a 6" continuous concrete curb.

6. The entry paving shall be a masonry block or simulated concrete block.

7. A minimum of one tree shall be provided for each unit in the following ratio:

   10% - 5 gallon
   30% - 15 gallon
   60% - 24 inch box or larger

8. All open ground shall be covered with shrubs and ground cover.

9. All open ground shall be covered with a ground cover which will fully cover the area in three months.

10. Satisfy the requirements of the attached city departments.

11. Submit CCRs to the Planning Commission for approval.

Attachments

CITY OF COVINA

INTER-OFFICE MEMORANDUM

Date

TO Planning Department

FROM Police Department

SUBJECT PCD-77-002

In response to the Inter-Office Memorandum on the Site Plan Review, the following points should be considered:

I. All Outside Doors

a. All wood doors shall be of solid core with a minimum thickness of 1-3/4 inches.

b. The locks shall be so constructed that both deadbolt and deadlatch can be retracted by a single action of the inside door knob. Alternate devices to equally resist illegal entry may be substituted subject to prior approval of the Police Department.

c. An interviewer or peephole shall be provided in each individual entrance door.

d. Door closers will be provided on each individual entrance door.

e. Doors swinging out shall have non-removable hinge pins.

f. In-swinging exterior doors shall have rabbited jambs.

g. Jambs for all doors shall be so constructed or protected so as to prevent violation of the function of the strike.

h. Cylinders shall be so designed or protected so they cannot be gripped by pliers or other wrenching devices.

i. All exterior doors shall have a minimum of 60 watt bulbs over the outside of the door. Bulb shall be protected with a vapor cover or cover of equal breaking resistant material.

II Sliding patio-type doors opening onto patios or balconies:

a. All single sliding patio doors shall have the movable section of the door slide on the inside of the fixed portion of the door.

b. Deadlocks shall be provided on all single sliding patio doors. The lock shall be operable from the outside by a key utilizing a bored lock cylinder of pin tumbler construction. Mounting screws for the lock case shall be inaccessible from the outside. Lock bolts shall be of hardened material or have hardened steel inserts and shall be

COPIES TO

capable of withstanding a force of 80 pounds applied in any direction. The lock bolts shall engage the strike sufficiently to prevent its being disengaged by any possible movement of the door within the space or clearances provided for installation and operation. The strike areas shall be reinforced to maintain effectiveness of bolt strength.

c. Double sliding patio doors must be locked at the meeting rail and meet the locking requirements of II b. above.

III Window Protection

a. Windows shall be so constructed that when the window is locked, it cannot be lifted from the frame.

b. Window locking devices shall be capable of withstanding a force of 300 pounds applied in any direction.

c. Louvered windows shall not be used within eight feet of ground level, adjacent structures or fire escapes.

d. Accessible rear and side windows not viewable from the street shall consist of rated burglary resistant glass or glass-like material. Fire Department approval shall be obtained on type of glass used.

e. Outside hinges on all accessible side and rear glass windows shall be provided with non-removable pins. If the hinge screws are accessible, the screws shall be of the non-removable type.

CITY OF COVINA

INTER-OFFICE MEMORANDUM

Date September 21, 1977

TO Michael A. Marquez, Planning Director

FROM Earl W. Elton, Public Works Director

SUBJECT Oak Bay Company, PCD 77002, 68 Unit Townhouse, south of San Dimas Wash, East side of Citrus Avenue, Project 11-1487

We have the following preliminary comments regarding this development:

1. The provisions of Chapter 16 of the Covina Municipal Code entitled "Subdivision" will apply and full public improvements are required.

2. In lieu of parkway trees, we recommend that the developer provide trees on private property adjacent to public sidewalk in Citrus Avenue.

3. Attached is a copy of our standard drawing for trash bin enclosures.

4. All utilities shall be placed underground.

5. This area is served by the Azusa Valley Water Company.

6. The private streets shall be shown as private drives on the tract map. These private drives shall be constructed to City standards.

7. Consideration should be given for a cul-de-sac at the end of Nubia Street.

8. A portion of Citrus Avenue adjacent to this property is in the County. We recommend that the proposed driveway approach on Citrus Avenue have a maximum width of 35 feet between the bottom of the Xes.

9. Each unit shall have its own sewer lateral and metered water service. Public easements will be required.

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Richard A. Miller, City Manager
Ken Klingelberg, Civil Engineering Assistant
Henry Tiner, Engineering Technician

9-22-77 mw

-18-

The most difficult part about this in compiling the information would be the obvious limitations of the answers which could cover a wide variety of things. In the previous survey form, staff offered specific alternatives and it helped to focus in on some of the problem areas. By asking a person why, it entails quite a bit of analysis in trying to compile a variety of questions that may be submitted. It may not provide any factual data but may imply a tone or general attitude of the citizens.

The Commission then briefly reviewed the first rough draft and suggested that possibly a definition should be included for parking versus storage so that the citizens would know what you are talking about as well as defining RV vehicles. It may be hard for the average citizen to answer this if they do not know what the definition is. These things can mean a lot of things to different people.

Mr. Oliver noted that if it is the intent to treat parking and storing as synonymous, it should be so stated in the questionnaire.

The Planning Director indicated a lot more work needs to be done on this and the draft submitted this evening is to show what discussion has taken place to date.

Chairman Pitman asked if anyone wished to speak in regard to this matter.

A lady and a gentleman in the audience (no names or addresses given), inquired about the previous questionnaire and what the present ordinance permits.

Chairman Pitman explained the purpose and results of the previous survey, noted what the present ordinance allows, and that the Council has directed an entirely new survey be circulated to all citizens which the staff is now working on.

As there was no further discussion, Mr. Stoops moved, seconded by Mr. Pitman, that Application ZOA-77-004, a proposed amendment to the Covina Municipal Code, relative to front yard storage, be continued until the regular meeting of October 25, 1977.

Roll Call Vote: Ayes: Hanby, Teommey, Pitman and Stoops

Noes: None

Absent: Terracciani

Motion carried.

ITEM NO. 3
PCD-77-002

Public hearing of Application PCD-77-002, a request for a proposed overlay zone entitled PLANNED COMMUNITY DEVELOPMENT DISTRICT, to allow the development of a condominium upon property located on the east side of Citrus Avenue, southerly of the San Dimas Wash.
Oak Bay Company, applicant.

Mr. Marquez presented the staff report (copy attached). He then reviewed the provisional plan submitted by the applicant and noted there are some areas that should be included in the final plan. The applicant is proposing to develop this project in two phases which presents a problem with the Fire Department as they would not permit the development of a phase concept if it did not contain a complete loop system so that they can maintain their access and turn around in the area. The staff would rather that this be developed in one development rather than in a phase concept also.

Chairman Pitman asked if this could not be made a requirement under a PCD.

The Planning Director replied one of the requirements in the staff report is that construction commence within one year of the effective date of the application which would mean the entire piece should be under construction within one year.

The Commission then briefly reviewed the plan submitted by the applicant.

Chairman Pitman opened the public hearing and asked for those who wished to comment in favor of the application.

Mr. Albert Howell, representing the applicant, Oak Bay Company, 21243 Ventura Boulevard, Woodland Hills, noted he made the presentation at a previous meeting for another plan and they have tried to be responsive to the requests of the homeowners in the area with respect to parking etc. The project does have to be built in phases to accommodate their construction abilities. They will be owning the entire piece of property.

The Chairman pointed out the staff recommendation states that construction be commenced within one year from the date of approval of the application and asked Mr. Howell if he was in agreement with that as well as the other conditions in the staff report.

Mr. Howell replied they agree with the conditions of approval. They would be satisfactory. The first phase would take about eight months and then they would go on with their second phase. They would be well under way with the project within this year's time.

Mrs. Sandra Cicalo, 4919 Fairvale Avenue, Covina said first of all they would like to thank Mr. Howell for listening to their requests at the previous hearing when he was proposing apartments. They find the plan that the builder has submitted to be acceptable and they hope he will do all that is shown on the plan. They are pleased with the 6 foot high wall at their ground level as this was mentioned before as being a problem with children in the area going over their walls which are behind K-Mart as there is quite a grading differential there. They also hope that the 10 feet of landscaping at each end will be dense enough to block out the car lights and noise. They would also like to see the 100 foot setback on the east as shown on the plan next to their single family homes and would not like to see the tennis court and pool area moved any closer to their homes. Also at Nubia Street they would like to see a closure to any through traffic to pedestrians.

Chairman Pitman asked if the wall is continuous around the project or is there an emergency access there at Nubia Street.

Mr. Marquez noted the Fire Department has noted they need an emergency access at this point and the Engineering Division has indicated there may be a need for a cul-de-sac at this location. That area is still to be resolved. There is no proposed pedestrian opening on the plan and the City could certainly maintain that as a requirement. The opening would be for emergency access only and the gates across this area would be the same height as the wall and would be locked.

Chairman Pitman asked if anyone else wished to speak in regard to this application.

Mr. Howell pointed out that if this area is closed off to pedestrian traffic, it would seem to him that any school aged children in this area would have to go out onto Citrus Avenue and clear around to the schools in the area. He felt this may be a hardship. This would mainly apply to the elementary aged children and not junior high or high school children.

Mrs. Barbara Marino, 4823 Fairvale Avenue, Covina said their children presently don't have any access to get through and they have to go out to Covina Boulevard and down Barranca Avenue. The district is a mess. The only access the children had was cut off by the new apartments on Barranca Avenue.

The Commission then briefly reviewed the location of the schools in the area and noted any access through the single family residential to the east wouldn't be much of any advantage or disadvantage either way. With the probability of only 34 children coming from this development and only part of these perhaps being of elementary school age, an opening there would not increase the pedestrian traffic that much. However, this opening would be available to anyone.

Mr. Marquez indicated that if the people in the residential area could also come through there, it could be a disadvantage to the townhouse owners.

Chairman Pitman said this is something that could be changed at a later date if needed.

Mr. Marquez noted that is conceivable, however, if this is approved under a PCD, it would require another public hearing if this is changed in the future.

As there was no further testimony, Chairman Pitman closed the public hearing and asked for comment of the Commission.

Mr. Hanby said everything has been pretty well explained and he would favor the application.

Commissioner Stoops agreed and noted this looks like a good development.

Mr. Teommey indicated he was glad to see that there isn't a lot of opposition to this plan. The last time there was a lot of objection to apartments in the area. He believed there is enough isolation there between the townhouses and the residential properties to the east. He thinks this is a good development and would be in favor of it.

Mr. Stoops moved, seconded by Mr. Hanby, in regard to Application PCD-77-002, a request for a proposed overlay zone entitled PLANNED COMMUNITY DEVELOPMENT DISTRICT, to allow the development of a condominium, upon property located on the east side of Citrus Avenue, southerly of the San Dimas Wash, the Commission recommends to the City Council, that the application be APPROVED in accordance with the staff recommendation and the Commission makes the findings as listed therein.

Roll Call Vote: Ayes: Teommey, Pitman, Hanby and Stoops

Noes: None

Absent: Terracciani

Motion carried.

A substitute motion was made by Mr. Fryke, seconded by Mr. Colver, to amend the minutes of October 17, 1977 to include the comments the City Clerk extracted from the tapes and were read to the Council and that the minutes be approved as amended.

Mr. Colver felt it is not fair to include Mr. Fryke's rhetoric and not include everyone else's comments. He noted there were some comments he made that were also excluded.

Mr. Fryke stated he felt it was important to include his comments in the minutes because he felt it was a wrong approach to go on a bus to observe lighting levels. The right approach is to take into consideration I.E.S. standards with light measurements.

Mayor Donaldson did not feel the minutes are censored, but are summarized--a necessary part of minute-taking. There were additional remarks made later in that discussion that should be included, if this is made a part of the minutes.

A voice vote was taken on the substitute motion and the motion failed by a one-to-four vote. Council members Colver, Donaldson, Haven and Jaeger voted no.

A voice vote was then taken on the main motion and the motion carried by a three-to-one vote. Council member Fryke voted no.

Mr. Jaeger abstained on the main motion because of an item of business contained in the minutes that he abstained on at the time it was considered.

Mayor Donaldson asked if there were any additions or corrections to the minutes of the adjourned regular meeting of October 24, 1977.

There were none, so the motion was made by Mr. Haven, seconded by Mr. Fryke, to approve the minutes of the October 24, 1977 meeting as prepared. Motion carried.

AMENDMENT TO AGENDA — Add Item D-5. Discussion on the Council minutes.

ORAL COMMUNICATIONS — Oral Communications.

Mr. Harold Quinley asked permission to speak on Item C-1.
Mr. Albert Howell asked permission to speak on Item C-1.
Mrs. Cheryl Goodwin asked permission to speak on Item C-1.
The following persons asked permission to speak on Item D-1:

Mr. Charles Hitchcock	Mr. Luis Escontrius
Mrs. Patricia Johnson	Mr. Gene Gloudeman
Mrs. Janice Hitchcock	Mr. Stephen Mattson
Mr. John Colget	

PUBLIC HEARING PCD-77-002 OAK BAY CO. — Public hearing on a proposed planned community development overlay zone to allow the development of a condominium, east side of Citrus Avenue, south of the San Dimas Wash, PCD-77-002, Oak Bay Company, applicant.

Mayor Donaldson asked if any written protests had been received. None had been received, so she asked for a staff report.

The Planning Director came forward and pointed out the location of the subject property just north of the K-Mart facility. This property

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was designated as medium density land use on the Master Plan. This designation allows from 7 to 20 units per acre.

He then described the proposed development as shown on the site plan showing a condominium concept instead of an apartment complex as requested previously.

This development will have approximately 11 units per acre and the rear units abutting residential property will be moved at least 100 feet westerly of the property line to provide adequate separation. Also, the wall will be developed on the higher elevation of the single family residential properties. There will also be a 10-foot wide landscaped area within the 100-foot separation in addition to parking, driveway circulation and covered and enclosed garages.

The development will consist of 68 units, 52 of which will be designed for an area of 1,375 square feet per unit and the remaining units will be 1,250 square feet per unit. After describing the proposed development, he concluded all Code requirements have been met on the provisional plan.

The Planning Commission has reviewed the overall development plan, considered all the testimony given and recommends approval of this application, subject to the following conditions:

1. That a precise landscaping and sprinkler plan be submitted and approved by the Architectural Review Board prior to the issuance of a building permit.

2. That the development standards of the RD zone be applied to this development unless specifically waived herein.

3. That construction commence within one year from the effective date of this application and the final tract map.

4. That a continuous concrete block wall, 6 feet above adjacent single family residential property finished grade, be provided.

5. All planters or landscaping adjacent to parking and driveways shall be enclosed with a 6" continuous concrete curb.

6. The entry paving shall be a masonry block or simulated concrete block.

7. A minimum of one tree shall be provided for each unit in the following ratio:

   10% - 5 gallon
   30% - 15 gallon
   60% - 24 inch box or larger

8. All open ground shall be covered with shrubs and ground cover.

9. All open ground shall be covered with a ground cover which will fully cover the area in three months.

10. Satisfy the requirements of all city departments.

11. Submit CCRs to the Planning Commission for approval.

Mr. Jaeger asked what notice was given to the County residents to the east of the proposed development and also whether any protests were made at the Planning Commission hearing.

The Planning Director answered notices were sent all property owners within 300 feet of the subject property, including the County residents. He also stated two protests were made by County residents. Their concerns centered on the buffer between the development and the single family residents.

At the request of Mayor Donaldson, he pointed out the previous development proposed for this property had a density of 20 units per acre while this one has a density of 11 units per acre. Both developments were proposed by the same firm, Oak Bay Company.

Mayor Donaldson then opened the public hearing and asked if anyone in the audience wished to offer testimony.

Mr. Harold Quinley, 4925 Fairvale Avenue, came forward and asked whether this plan can be changed after it is approved. The Planning Director answered under the PCD overlay zone, the developer must stay with the plan as approved. Mr. Quinley also asked questions regarding the location of the dumpsters, cost of the condominiums, and whether the wall could be constructed prior to the condominiums. These questions were also answered by the Planning Director.

Mr. Albert Howell, representing Oak Bay Company, the developer, came forward and stated the plan for the proposed development is responsive to the desires of the City Council and the citizens adjacent to this property.

Mrs. Cheryl Goodwin, 18609 East Groverdale, came forward and stated the residents find the condominiums very acceptable and are happy with them. She also asked questions regarding the closing off of Nubia Street and whether there is the possibility of the condominiums being rented out later on, which were answered by the Planning Director.

There was no further testimony, so the public hearing was closed.

The motion was made by Mr. Haven, seconded by Mr. Jaeger, to approve the Planning Commission recommendation.

Mr. Colver commended the developer for coming back with another proposal more acceptable to the City Council and the adjacent residents.

Mr. Jaeger stated while he appreciated hearing protests on a proposed development, he also appreciated hearing approvals on a proposed development.

Mr. Fryke felt residents who come forward to speak for or against a proposed development should be commended because what happens around them will affect them for many years to come.

A voice vote was taken on the motion and the motion carried.

PUBLIC HEARING ZOA-77-005 HANDICAPPED PARKING	Public hearing regarding a proposed amendment to the Covina Municipal Code regarding handicapped parking, ZOA-77-005.

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Mr. Fryke voted no.

The following title of this ordinance was read by the City Clerk:

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA AMENDING SECTIONS 11.04.020 AND 11.04.090 OF THE COVINA MUNICIPAL CODE, CHAPTER 11.04, RELATING TO STREET LIGHTING POLICY.

The motion was made by Mr. Jaeger, seconded by Mr. Haven, to dispense with further reading of the ordinance. Motion carried.

ORDINANCE 1ST READING HANDICAPPED PARKING ZOA-77-005

First reading of an ordinance regarding an amendment to the Municipal Code relating to handicapped parking, ZOA-77-005.

The motion was made by Mr. Haven, seconded by Mr. Jaeger, to place this ordinance on first reading. Motion carried.

The following title of this ordinance was read by the City Clerk:

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA AMENDING THE COVINA MUNICIPAL CODE WITH RESPECT TO HANDICAPPED PARKING REQUIREMENTS, APPLICATION ZOA-77-005.

The motion was made by Mr. Haven, seconded by Mr. Jaeger, to dispense with further reading of the ordinance. Motion carried.

ORDINANCE FIRST READING PCD-77-002 OAK BAY CO.

First reading of an ordinance establishing a planned community development district zone classification for property located on the east side of Citrus Avenue, southerly of San Dimas Wash, Application PCD-77-002, Oak Bay Company.

The motion was made by Mr. Fryke, seconded by Mr. Jaeger, to place this ordinance on first reading. Motion carried.

The following title of this ordinance was read by the City Clerk:

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA ESTABLISHING A PCD ZONE CLASSIFICATION FOR CERTAIN PROPERTY IN THE CITY OF COVINA, ZONE CHANGE APPLICATION PCD-77-002, AND MAKES CERTAIN FINDINGS AND CONDITIONS.

The motion was made by Mr. Fryke, seconded by Mr. Jaeger, to dispense with further reading of the ordinance. Motion carried.

The motion was made by Mr. Haven, seconded by Mr. Jaeger, to postpone this item to the December 19, 1977 Council meeting.

A substitute motion was made by Mr. Jaeger, seconded by Mr. Haven, to refer this item back to the Traffic Advisory Committee with instructions to hold a public hearing in the evening on this matter and report their findings to the City Council.

A voice vote was taken on the motion and the motion carried.

LAWSUIT STREET CLOSURE

Lawsuit regarding the street closure at Armel Drive and Clovermead Street.

The motion was made by Mr. Jaeger, seconded by Mr. Haven, to refer the lawsuit that may have been served upon the Council members personally and individually this evening to the City Attorney for appropriate handling.

A voice vote was taken on the motion and the motion carried.

RECESS/ CONVENE AS CRA

The motion was made by Mr. Fryke, seconded by Mr. Jaeger, to recess the Council meeting and convene as the Covina Redevelopment Agency. Motion carried.

ADJOURN CRA

Upon completion of the Covina Redevelopment Agency meeting, the motion was made by Mr. Fryke, seconded by Mr. Haven, to adjourn the Covina Redevelopment Agency meeting and reconvene as the City Council. Motion carried.

ORD. 1373 AMENDS CODE HANDICAPPED PARKING

Second reading of Ordinance 1373 amending the Municipal Code with respect to handicapped parking requirements, Application ZOA-77-005.

The motion was made by Mr. Fryke, seconded by Mr. Colver, to place Ordinance 1373 on second reading for passage and adoption. Motion carried.

The following title of Ordinance 1373 was read by the City Clerk:

ORDINANCE 1373

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA AMENDING THE COVINA MUNICIPAL CODE WITH RESPECT TO HANDICAPPED PARKING REQUIREMENTS, APPLICATION ZOA-77-005.

The motion was made by Mr. Fryke, seconded by Mr. Haven, to dispense with further reading of the ordinance and adopt same. Motion carried.

ORD. 1374 ESTABLISHES PCD-77-002 OAK BAY CO.

Second reading of Ordinance 1374 establishing a P.C.D. zone classification for property located on east side of Citrus Avenue southerly of San Dimas Wash, Application PCD-77-002, Oak Bay Company.

The motion was made by Mr. Haven, seconded by Mr. Fryke, to place Ordinance 1374 on second reading for passage and adoption. Motion carried.

The following title of Ordinance 1374 was read by the City Clerk:

ORDINANCE 1374

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA ESTABLISHING A PCD ZONE CLASSIFICATION FOR CERTAIN PROPERTY IN THE CITY OF COVINA, ZONE CHANGE APPLICATION PCD-77-002, AND MAKES CERTAIN FINDINGS AND CONDITIONS.

The motion was made by Mr. Haven, seconded by Mr. Colver, to dispense with further reading of the ordinance and adopt same. Motion carried.

ORDINANCE NO. 1374

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA ESTABLISHING A PCD ZONE CLASSIFICATION FOR CERTAIN PROPERTY IN THE CITY OF COVINA, ZONE CHANGE APPLICATION PCD-77-002, AND MAKES CERTAIN FINDINGS AND CONDITIONS.

THE CITY COUNCIL OF THE CITY OF COVINA DOES ORDAIN AS FOLLOWS:

SECTION 1. Pursuant to public hearing and processing in the manner set forth by State law and local ordinance, and after recommendation thereon by the Planning Commission, the property classification set forth in Section 2 is made for the reasons of public interest, convenience and necessity.

SECTION 2. The following described real property in the City of Covina, County of Los Angeles, State of California, is hereby zoned C-3A-PCD as such zone is defined in Title 17 of the Covina Municipal Code:

Lot 3 of Tract No. 22976 as per map recorded in Book 773, pages 53 and 54 of Maps in the Office of the County Recorder of Los Angeles, County, State of California.

Except that portion of said Lot 3 lying northerly of the southerly boundary of the Los Angeles County Flood Control District property per Parcel 164, O.R. D 396-387 and Parcel 226 O.R. D 246-297 and M. B. 595-81-82.

SECTION 3. The application for a Planned Community Development is hereby granted subject to the following conditions:

1. That a precise landscaping and sprinkler plan be submitted and approved by the Architectural Review Board prior to the issuance of a building permit.
2. That the development standards of the RD zone be applied to this development unless specifically waived herein.
3. That construction commence within one year from the effective date of this application and the final tract map.

4. That a continuous concrete block wall, 6 feet above adjacent single family residential property finished grade, be provided.

5. All planters or landscaping adjacent to parking and driveways shall be enclosed with a 6" continuous concrete curb.

6. The entry paving shall be a masonry block or simulated concrete block.

7. A minimum of one tree shall be provided for each unit in the following ratio:

   10% - 5 gallon

   30% - 15 gallon

   60% - 24 inch box or larger

8. All open ground shall be covered with shrubs and ground cover.

9. All open ground shall be covered with a ground cover which will fully cover the area in three months.

10. Satisfy the attached requirements of the City departments.

11. Submit CCRs to the Planning Commission for approval.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

APPROVED AND ADOPTED this 5th day of December, 1977.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney (Assistant)

I, FRIEDA C. RICHARDSON, City Clerk, City of Covina, California CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council held November 21, 1977 and thereafter at a regular meeting of the City Council held December 5, 1977 signed by the Mayor, and the ordinance was passed and adopted by the following vote:

AYES: Colver, Fryke, Haven, Jaeger, Donaldson

NOES: None

ABSENT: None

Frieda C. Richardson
City Clerk

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CITY OF COVINA

INTER-OFFICE MEMORANDUM

Date September 21, 1977

TO Michael A. Marquez, Planning Director

FROM Earl W. Elton, Public Works Director

SUBJECT Oak Bay Company, PCD 77002, 68 Unit Townhouse, south of San Dimas Wash, East side of Citrus Avenue, Project 11-1487

We have the following preliminary comments regarding this development:

1. The provisions of Chapter 16 of the Covina Municipal Code entitled "Subdivision" will apply and full public improvements are required.

2. In lieu of parkway trees, we recommend that the developer provide trees on private property adjacent to public sidewalk in Citrus Avenue.

3. Attached is a copy of our standard drawing for trash bin enclosures.

4. All utilities shall be placed underground.

5. This area is served by the Azusa Valley Water Company.

6. The private streets shall be shown as private drives on the tract map. These private drives shall be constructed to City standards.

7. Consideration should be given for a cul-de-sac at the end of Nubia Street.

8. A portion of Citrus Avenue adjacent to this property is in the County. We recommend that the proposed driveway approach on Citrus Avenue have a maximum width of 35 feet between the bottom of the Xes.

9. Each unit shall have its own sewer lateral and metered water service. Public easements will be required.

COPIES TO

Richard A. Miller, City Manager
Ken Klingelberg, Civil Engineering Assistant
Henry Tiger, Engineering Technician

CITY OF COVINA

INTER-OFFICE MEMORANDUM

Date September 23, 1977

TO Michael A. Marquez, Planning Director

FROM Carl R. Johnson, Fire Chief

SUBJECT PCD 77002 - 1200 Block North Citrus

Fire Department Requirements

1. Emergency access gate on east side of property shall be a minimum of 12 feet in width and be chained and locked, using a standard padlock as specified by the Fire Department.

2. On-site fire mains and fire hydrants subject to type of construction of buildings and built-in fire protection.

3. Address system to be approved by the Fire Department.

4. Driveways are all deemed fire accessways and must be signed in accordance with fire accessway ordinance.

COPIES TO

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CITY OF COVINA

INTER-OFFICE MEMORANDUM

Date

TO Planning Department

FROM Police Department

SUBJECT PCD-77-002

In response to the Inter-Office Memorandum on the Site Plan Review, the following points should be considered:

I. All Outside Doors

a. All wood doors shall be of solid core with a minimum thickness of 1-3/4 inches.

b. The locks shall be so constructed that both deadbolt and deadlatch can be retracted by a single action of the inside door knob. Alternate devices to equally resist illegal entry may be substituted subject to prior approval of the Police Department.

c. An interviewer or peephole shall be provided in each individual entrance door.

d. Door closers will be provided on each individual entrance door.

e. Doors swinging out shall have non-removable hinge pins.

f. In-swinging exterior doors shall have rabbited jambs.

g. Jambs for all doors shall be so constructed or protected so as to prevent violation of the function of the strike.

h. Cylinders shall be so designed or protected so they cannot be gripped by pliers or other wrenching devices.

i. All exterior doors shall have a minimum of 60 watt bulbs over the outside of the door. Bulb shall be protected with a vapor cover or cover of equal breaking resistant material.

II Sliding patio-type doors opening onto patios or balconies:

a. All single sliding patio doors shall have the movable section of the door slide on the inside of the fixed portion of the door.

b. Deadlocks shall be provided on all single sliding patio doors. The lock shall be operable from the outside by a key utilizing a bored lock cylinder of pin tumbler construction. Mounting screws for the lock case shall be inaccessible from the outside. Lock bolts shall be of hardened material or have hardened steel inserts and shall be

COPIES TO

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capable of withstanding a force of 80 pounds applied in any direction. The lock bolts shall engage the strike sufficiently to prevent its being disengaged by any possible movement of the door within the space or clearances provided for installation and operation. The strike areas shall be reinforced to maintain effectiveness of bolt strength.

c. Double sliding patio doors must be locked at the meeting rail and meet the locking requirements of II b. above.

III Window Protection

a. Windows shall be so constructed that when the window is locked, it cannot be lifted from the frame.

b. Window locking devices shall be capable of withstanding a force of 300 pounds applied in any direction.

c. Louvered windows shall not be used within eight feet of ground level, adjacent structures or fire escapes.

d. Accessible rear and side windows not viewable from the street shall consist of rated burglary resistant glass or glass-like material. Fire Department approval shall be obtained on type of glass used.

e. Outside hinges on all accessible side and rear glass windows shall be provided with non-removable pins. If the hinge screws are accessible, the screws shall be of the non-removable type.

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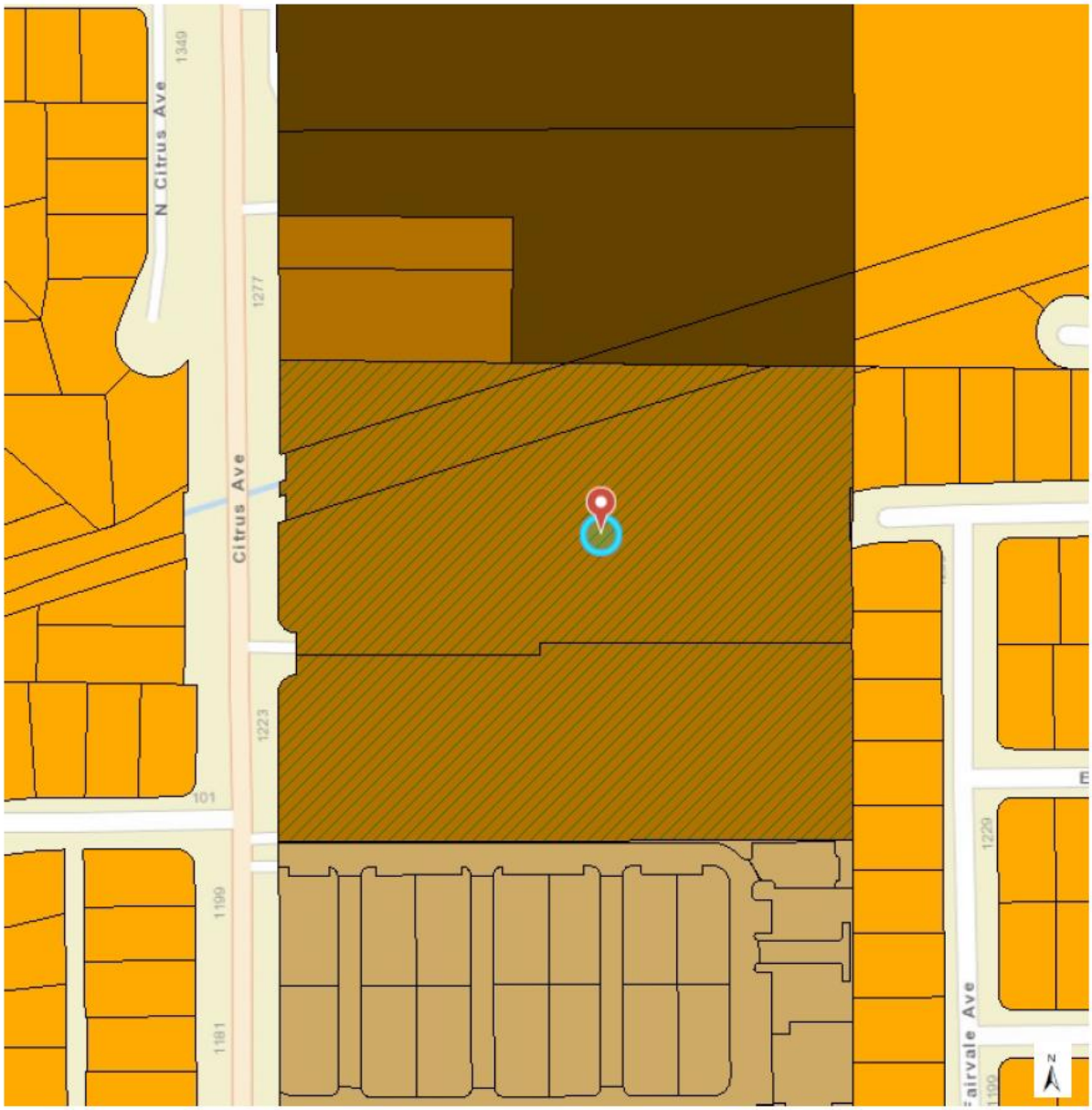
Attachment C

EXHIBIT 1

Zoning and Aerial Map

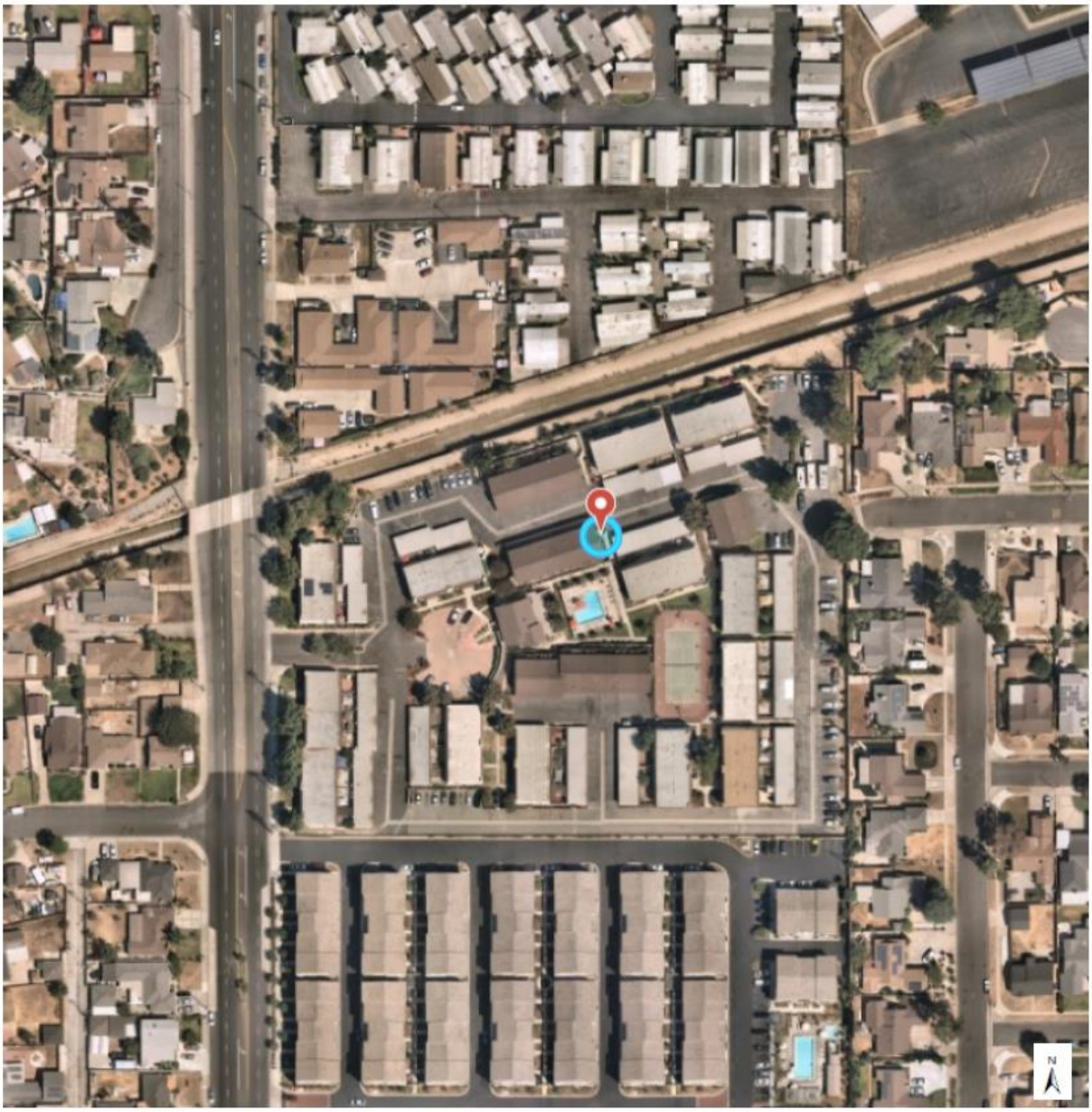
Zoning Map



376.17 Feet

1244 N. Citrus Avenue
Covina Townhomes

Zoning Map



376.17 Feet

1244 N. Citrus Avenue
Covina Townhomes

EXHIBIT 2

City Application

Standard Application Form – 1

Community Development Department – Planning Division
125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

Reso 2022-024

Applicant Information

Name of Proposed Project: Covina Townhomes		STAFF USE ONLY
Project Address: 1244 N. Citrus #4		MUNIS NO: PCDM
Assessor's Parcel Number:		
Phone: (626) 491-9619 422-2040	E-Mail: cchefsteph@gmail.com	FILE NO: 22-1
Applicant Name: Covina Townhomes		
Applicant Address: 1244 N. Citrus #4		
Property Owner Name: Covina Townhomes		
Property Owner Address: 1244 N. Citrus #4		

Project Type

Please check the type of project review requested. If you are applying for more than one review you may check all that apply.

- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ General Plan Amendment
- ☐ Historic Structure Designation
- ☐ Lot Line Adjustment
- ☐ Pre-Application Review
- ☐ Planned Community Development (PCD)
- ☑ PCD Amendment
- ☐ Public Convenience or necessity (ABC)
- ☐ Site Plan Review-Major
- ☐ Site Plan Review-Minor (Residential)
- ☒ Site Plan Review-Minor (Non-Residential)
- ☐ Tentative Parcel Map ☐ Time Extension
- ☐ Tentative Tract Map ☐ Time Extension
- ☐ Tree Preservation Permit ☐ Minor
- ☐ Vacation of Alley, Easement, Street
- ☐ Variance
- ☐ Variance (Minor)
- ☐ Zoning Code Amendment/ Zone Change
- ☐ _____ (Other)
- ☐ _____ (Other)

Project Description

Detailed Description of Proposed Project (Attach Additional Sheets if Necessary)

Owner Certification

I certify that I am presently the legal owner of the above described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. If applicant is different from the legal property owner, a property owner's authorization form must accompany this application.

Date: 5/16/2022 Signature: Stephanie Callahan

Print Name and Title: Stephanie Callahan - Board President

STAFF USE ONLY			
Date Received: 6/14/22	Received by: M Lugo	Fees: $	Receipt No: 184982

CommunityDevelopment\Planning\FORMS\Checklist

03/2021

Standard Application – 2
Property Owner's Authorization Form

Community Development Department – Planning Division
125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

List the name(s) and address(es) of all property owner(s).

1. Owner Name: Stephanie Callahan
   Complete Address: 1244 N. Citrus Ave #4
   Email: cchefstephi@gmail.com Phone: 626-441-9619
   626-422-2040
2. Owner Name: David Martinez
   Complete Address: 1244 N. Citrus Ave #3 Covina 91722
   Email: daby2m@aol.com Phone: 626-201-2459
3. Owner Name:
   Complete Address:
   Email: Phone:

Certification Statement

This letter shall serve to notify you and certify that I/we am/are the legal owner(s) of the property described in the attached application and do hereby authorize:

Applicant's Name: Covina Townhomes HOA Phone: 909-590-9951
Applicant's Complete Address: 1244 N. Citrus Av #4 Covina CA 91722 Email: info@inclineconsultants.com

To file and present my/our interest for the referenced application(s):

Name (printed): Stephanie Callahan
Title: Board President Date: 5/16/2022
Signature: Stephanie Callahan

CommunityDevelopment\Planning\FORMS\Checklist 03/2021

Standard Application
Project Contact List

Community Development Department – Planning Division
125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

The following information must be completed and submitted with new applications: (Print or type all information entered)

Project Location: Covina Townhomes HOA	**STAFF USE ONLY** **FILE NO.:**
Applicant: Covina Townhomes HOA	**MUNIS:**
Primary Contact Person: Stephanie Callahan	**RELATED FILES:**

Address: 1244 N. Citrus #4 Covina CA 91722

Phone:	Fax:	E-mail Address:
626 491-9619 626-422-2040		cche(steph@gmail.com

Secondary Contact Person: *(Please Specify Name, Company, Title)* David Martinez

Address: 1244 N. Citrus #4 Covina CA 91722

Phone:	Fax:	E-mail Address:
626-201-2459		dabyzni@aol.com

Legal Property Owner:

Address:

Phone:	Fax:	E-mail Address:

Architect: Contact Person:

Address:

Phone:	Fax:	E-mail Address:

Engineer Contact Person:

Address:

Phone:	Fax:	E-mail Address:

Landscape Architect Contact Person:

Address:

Phone:	Fax:	E-mail Address:

CommunityDevelopment\Planning\FORMS\Checklist 03/2021

Standard Application – 3
Project Description Form

Community Development Department – Planning Division
125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

The following information must be completed and submitted with new applications: (Print or type all information entered)

A. General Information

Project Address or Assessor's Parcel Number: _____

Site Area: _____ Building Area: _____ Building Height: _____ No. of Floors: _____

Total anticipated number of employees: _____ Max shift: _____ Hours of operation: _____

Does the business involve the sale of any food or beverages? ☒ No ☐ Yes

Will the project be built in phases? ☒ No ☐ Yes If **YES**, a phasing plan is required to be submitted.

Will any permits be required from agencies other than the City (including a Hazardous Materials Business Plan)?

☒ No ☐ Yes If yes, list: _____

Will the project use, store, or dispose of potentially hazardous chemicals, materials, toxic substances, flammables or explosives? ☒ No ☐ Yes If yes, describe: _____

If any of the above answers are **YES**, please describe in detail on a separate sheet.

B. Existing Land Uses of the Subject and Surrounding Properties

Subject property: Common area of the Association

North: _____

East: Parking / Driveway

South: _____

West: Parking / Driveway

C. Physical Site

Will the project modify existing natural features? No ☒ Yes If **YES**, please describe in detail on a separate sheet?

Estimated cubic yards of grading involved in the project: ☐ None ☐ Cut = _____ Fill = _____

What is the maximum height and grade of constructed slopes? _____

D. Archaeological/Historical

Is the project located in an area of archaeological or historical sensitivity as identified in the Covina General Plan?

☒ No ☐ Yes If **YES**, please describe in detail on a separate sheet.

E. Flora and Fauna

Describe the types of vegetation and trees in the project area: none

Number of Oak trees on the site: 0 Number of Oak trees to be removed: 0 a Tree Permit application must be obtained

Describe the types of wildlife found in the project area: none

F. Noise

Will the project increase noise levels within the project area of surrounding neighborhood?

☑ No ☐ Yes If **YES**, please describe in detail on a separate sheet

Will the project increase the amount of light, vibration, dust, ash, smoke, or odors during construction or after development? ☑ No ☐ Yes If **YES**, please describe in detail on a separate sheet.

G. List of Attached Environmental Reports

_____

_____

_____

Contact person for environmental: _____ Phone: _____

Environmental firm: _____ E-mail: _____

Mailing Address: _____

H. Certifications

Government Code Section 65962.5 requires the Planning Division to make available to applicants the most current list of "Identified Hazardous Waste Sites" from the State Office of Planning and Research. The list is available on the web at http://www.dtsc.ca.gov/under Mandated Web Site Postings.

All applicants must complete and sign the following statement in order for the Planning Division to deem the application complete.

"I, Stephanie Callahan, certify that I have reviewed the list of "Identified Hazardous Waste Sites" from the Office of Planning and Research and have determined that the site that is the subject of this application is not on said list."

I hereby certify that to the best of my ability, the statements furnished above and the exhibits submitted with this application present the data and information required for this initial evaluation and that the facts, statements, and information presented are true and correct to the best of my knowledge. Furthermore, I understand that failure to provide the plans and information required may result in this application not being accepted as complete for planning and processing.

Name (printed): Stephanie Callahan Date: _____

Signature: _____

Representative for: Covina Townhomes HOA

Title: Board President

Standard Application
Non-Residential Project Summary Table

Community Development Department – Planning Division
125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

PROJECT INFORMATION

Project Name: Covina Townhomes HOA
Project Address: 1244 N. Citrus #4
General Plan: Front and Back Privacy gates and install basket ball hoops in side tennis court
Zoning District:

PROJECT AREA		
Gross		Acres
Net (Exclusive of dedication for major external and secondary streets)		Acres
AREA DISTRIBUTION (Net Area)	Acres/Sq. FT.	% of Net Project Area
Building Coverage		
Landscape Coverage		
Vehicular Coverage (Including parking, drive aisles, etc.)		
Floor Area Ratio		

FLOOR AREA DISTRIBUTION BY PROPOSED USE (Based on Net Area)			
Area of Building Pad	No. of Stores	Gross Floor Area	Proposed Use

PARKING (Calculate Each Use Within a Building Separately)			
Type of Use	Parking Ratio	# Spaces Req.	# Spaces Provided
Privacy Gates East and west side of Property Basket Ball hoops in tennis court area			
Total:			

CommunityDevelopment\Planning\FORMS\Checklist

03/2021

June 1, 2022

Mercy Lugo
City of Covina
Planning Division
125 E College Street
Covina, CA 91723

Re: Covina Townhomes Homeowners Association
N. Citrus Ave, Covina CA 91722

Dear Mercy Lugo,

As board members of Covina Townhome Homeowners association, we have been tasked with putting together and submitting our application to the city for the project(s) we described within. We hope to acquire the city and or city council's (if required) approval so we may move forward as described.

Proposed Project(s)

1) Proposed two (2), 6'-0" HT. x 15'-0" Long Wrought Iron Security Gates, Automatic Opening and one (1), 6'-0" x 19"-0" Fence at main vehicle entrance.
2) Proposed 6'-0" x 25'-0" Linear Ft. Free Standing CMU wall and 6'-0" HT x 35'-0" Long wrought iron fence with automatic opening gates
3) Proposed installation of two basketball goal posts assembly at existing tennis sport court.

Entitlements and Amendments for this project

1) Site plan approval. Site plan is being submitted to planning department for approval and permits now.

Reasons for these proposed projects

1) We are confident by gaining approval for these proposed projects and upon completion, our community and its members will see and feel an immediate sense of added security. We will take a small step toward upgrading our community bringing it into the 21st century. By adding additional security and amenities that are prevalent within the housing market today we as a community should be able to attract good solid potential buyers which in turn, will help our community maintain and or increase our property values and the property values of the surrounding city areas.

Thank you in advance for your time and consideration. Should you have any additional questions, please feel free to reach out to either Stephanie Callahan, board President at 626 422 2040 or David Martinez, board Vice President at 626 201 2459.

Sincerely,
David Martz

EXHIBIT 3

Radius Map and Notification

RADIUS MAPS

Data Management Services for Government and Business

May 17, 2022

1244 N. Citrus Ave.
Covina CA 91752

David Martinez
Incline Consultants
1244 N. Citrus Ave. Unit 4
Covina CA 91752

Dear Mr. Martinez:

Thank you for choosing **RADIUS MAPS** for your Public Notification Package. Your public Notification Documents are attached. Please look them over briefly to familiarize yourself with the contents of the package and distribute as follows:

- Please remove the "File Copies" from the file pocket in the back of the package and retain these for your own records, and;
- Submit the bound portion of the package, along with the mailing labels and any large format maps and other exhibits that may accompany the package to the city or government agency to satisfy their notification requirements.

Your complete satisfaction is my personal priority and I welcome your feed back on your experience doing business with us. If you have any questions or require any clarifications, you can call me anytime at my cell number below.

Sincerely,

Gary Perkins

Radius Maps Company
PH (888) 272-3487 FAX (800) 815-9619 Cell (714) 323-6031

RADIUS MAPS

Data Management Services for Government and Business

Public Notification Study
&
Ownership Listing

Prepared from public records maintained in the Office of
The County Tax Assessor of Los Angeles County, California

For

1244 N. Citrus Ave.
Covina CA 91752

APN 8406-019-025 to 092

Prepared for:

David Martinez
Incline Consultants
1244 N. Citrus Ave. Unit 4
Covina CA 91752

May 17, 2022

JN 22100

Radius Maps Company
PH (888) 272-3487 FAX (800) 815-9619 Cell (714) 323-6031

RADIUS MAPS

Data Management Services for Government and Business

CERTIFIED PROPERTY OWNERS' LIST

AFFIDAVIT

I, Gary Perkins, hereby certify that the attached list contains the names and addresses of all persons to whom all property is assessed, as they appear on the latest available assessment roll of Los Angeles County within the area described and for a distance of Three Hundred (300) feet from the exterior boundaries of the property located at:

1244 N. Citrus Ave.
Covina CA 91752

APN 8406-019-025 to 092

I certify under penalty of perjury that the foregoing is true and correct.

Signed:

Gary Perkins
May 17, 2022

Union County, North Carolina

Signed and sworn to before me this day by Gary Perkins

Date: 5-17-2022

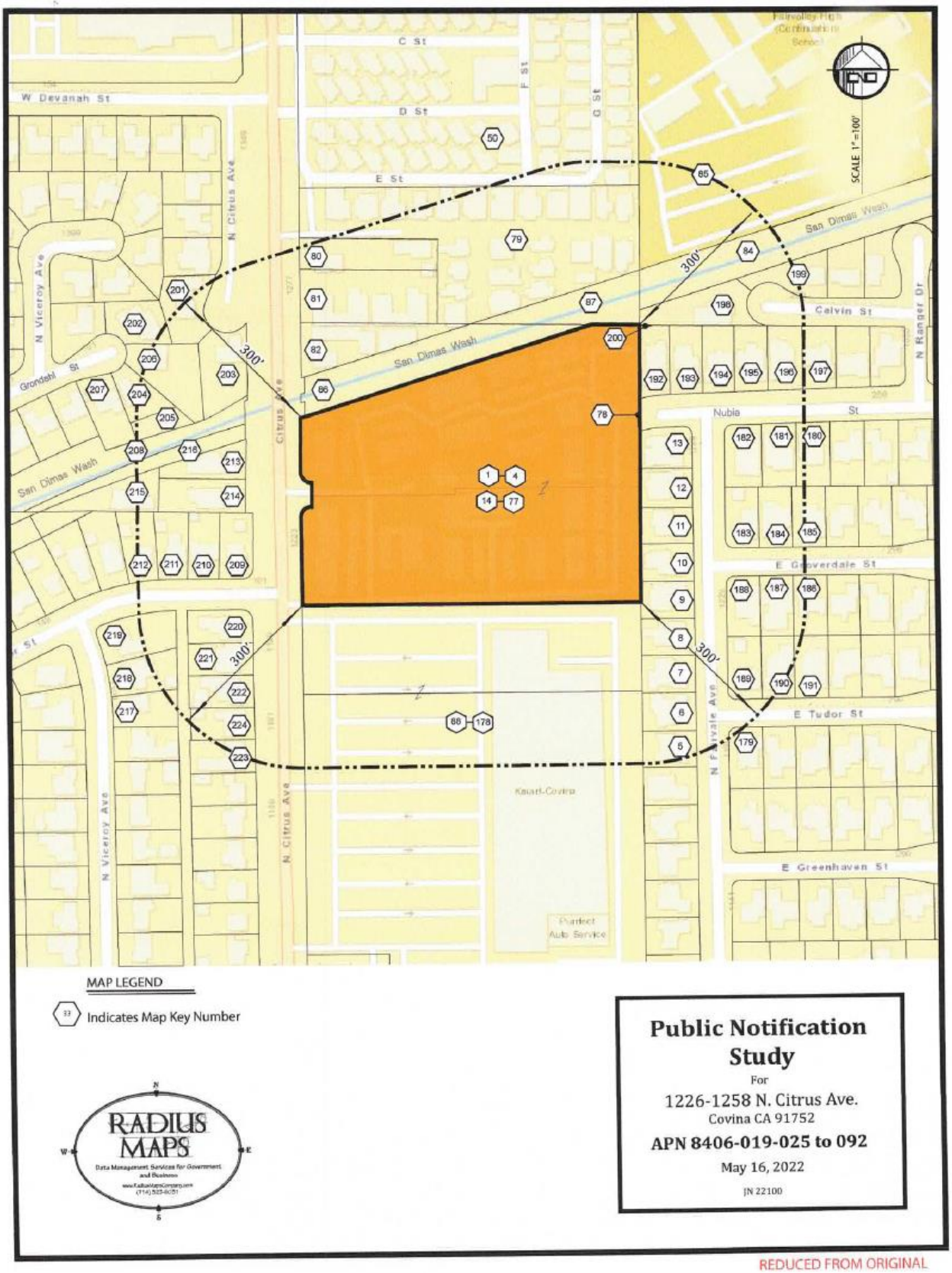
Megan Perkins
Notary Public

MEGAN PERKINS
NOTARY PUBLIC
UNION COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 03-02-2024

Megan Perkins, Notary Public

My commission expires: 03-02-2024

Radius Maps Company
PH (888) 272-3487 FAX (800) 815-9619 Cell (714) 323-6031



REDUCED FROM ORIGINAL

8406-019-032 1
STEPHANIE C CALLAHAN
6834 E ALMADA ST
LONG BEACH CA 90815

8406-019-029 2
RICHARD P & MARIA R MARTINEZ
182 SUTTER CT
SAN DIMAS CA 91773

8406-019-030 3
JOSE & ELIZABETH MENDOZA JR
1244 N CITRUS AVE #2
COVINA CA 91722

8406-019-031 4
DAVID R & KRISTINE M MARTINEZ
1244 N CITRUS AVE #3
COVINA CA 91722

8406-019-008 5
GERARD & ANN L ATIENZA
1173 N FAIRVALE AVE
COVINA CA 91722

8406-019-009 6
ANITA E LUGO
1181 N FAIRVALE AVE
COVINA CA 91722

8406-019-010 7
CHUN PONG CHAN CO TR
1203 N FAIRVALE AVE
COVINA CA 91722

8406-019-011 8
ROSITA I NINO
1213 FAIRVALE AVE
COVINA CA 91722

8406-019-012 9
ANDREW H & SANDRA CICALO TRS
1221 N FAIRVALE AVE
COVINA CA 91722

8406-019-013 10
GUILLERMO VASQUEZ
1231 N FAIRVALE AVE
COVINA CA 91722

8406-019-014 11
CHERYL L MILLER
1241 N FAIRVALE AVE
COVINA CA 91722

8406-019-015 12
QUEENIE L LI
1249 N FAIRVALE AVE
COVINA CA 91722

8406-019-016 13
NANCY PICARDAL
1259 N FAIRVALE AVE
COVINA CA 91722

8406-019-025 14
YOLANDA AGUILAR
1242 N CITRUS AVE #1
COVINA CA 91722

8406-019-026 15
XIAOLONG LIANG
1242 N CITRUS AVE #2
COVINA CA 91722

8406-019-027 16
WINDY D HU
1242 N CITRUS AVE #3
COVINA CA 91722

8406-019-028 17
JAMES C HOLLAND
1242 N CITRUS AVE #4
COVINA CA 91722

8406-019-033 18
BERTHA A GOMEZ
3534 E HOLT AVE
WEST COVINA CA 91791

8406-019-034 19
KAREN A DAUM
960 LOOKING GLASS DR
DIAMOND BAR CA 91765

8406-019-035 20
SANDRA TENORIO
1254 N CITRUS AVE #3
COVINA CA 91722

8406-019-036 21
KYLE T TRONSON
1254 N CITRUS AVE #4
COVINA CA 91722

8406-019-037 22
AARON G IGLESIAS
1256 N CITRUS AVE #1
COVINA CA 91722

8406-019-038 23
ERAY Y CHANG
1256 N CITRUS AVE #2
COVINA CA 91722

8406-019-039 24
COVINA TOWNHOMES HOA
31194 LA BAYA DR #106
WESTLAKE VILLAGE CA 91362

8406-019-040 25
GABRIEL & KATIE FLORES
1256 N CITRUS AVE #4
COVINA CA 91722

8406-019-041 26
RODOLFO & ERLINDA COLCOL
1258 N CITRUS AVE #1
COVINA CA 91722

8406-019-042 27
MOGES T ABEBE CO TR
1258 N CITRUS AVE #2
COVINA CA 91722

8406-019-043 28
HYUN SOO & SO YOUNG KIM
1258 N CITRUS AVE #3
COVINA CA 91722

8406-019-044 29
WANDA J LEE
1258 N CITRUS AVE #4
COVINA CA 91722

8406-019-045 30
RYAN C & MONIQUE N WHITE
1246 N CITRUS AVE #1
COVINA CA 91722

8406-019-046 31
JESSICA & ANTHONY JARAMILLO
1246 N CITRUS AVE #2
COVINA CA 91722

8406-019-047 32
RONG CHENG
1246 N CITRUS AVE #3
COVINA CA 91722

8406-019-048 33
PHILIP M SIONGCO
1246 N CITRUS AVE #4
COVINA CA 91722

8406-019-049 34
RONALD E & WANDA G GLAZE TRS
1248 N CITRUS AVE #1
COVINA CA 91722

8406-019-050 35
MINGKAI SUN
1248 N CITRUS AVE #2
COVINA CA 91722

8406-019-051 36
ECHO DOLORES S & VICTOR F DY
1248 N CITRUS AVE #3
COVINA CA 91722

8406-019-052 37
LINDA J TERRY
1248 N CITRUS AVE #4
COVINA CA 91722

8406-019-053 38
ADAM N LOPEZ
1250 N CITRUS AVE #1
COVINA CA 91722

8406-019-054 39
TYLER V ARIAS
1250 N CITRUS AVE #2
COVINA CA 91722

8406-019-055 40
MADELLYN DOMINGUEZ
1252 N CITRUS AVE #1
COVINA CA 91722

8406-019-056 41
REBECCA F AGUILAR
1252 N CITRUS AVE #2
COVINA CA 91722

8406-019-057 42
JOSHUA J WOOD
1252 N CITRUS AVE #3
COVINA CA 91722

8406-019-058 43
FERN M WEINER
1252 N CITRUS AVE #4
COVINA CA 91722

8406-019-059 44
TAMMY K GREENE
1240 N CITRUS AVE #1
COVINA CA 91722

8406-019-060 45
STANLEY WANDA R COLE
1240 N CITRUS AVE #2
COVINA CA 91722

8406-019-061 46
CLAIRE WONG
1793 ASPEN VILLAGE WAY
WEST COVINA CA 91791

8406-019-062 47
ROBERT C RODRIGUEZ
625 N VICTORIA AVE
MONTEBELLO CA 90640

8406-019-063 48
DOLORES MAGANA
1238 N CITRUS AVE #1
COVINA CA 91722

8406-019-064 49
DONNA M & JAMES B BANAYAD
1238 N CITRUS AVE #2
COVINA CA 91722

8406-019-065 50
CHUNG C LI
1238 N CITRUS AVE #3
COVINA CA 91722

8406-019-066 51
RICHARD & NANCY CORRAL JR
1238 N CITRUS AVE #4
COVINA CA 91722

8406-019-067 52
CORAZON H & CLARISSA H FLORES
1236 N CITRUS AVE #1
COVINA CA 91722

8406-019-068 53
ROGINA R & ERINY R MATTA
1236 N CITRUS AVE #2
COVINA CA 91722

8406-019-069 54
MAW SHENG & TZYY YUAN PAN TRS
4410 FAIRFIELD WAY
CYPRESS CA 90630

8406-019-070 55
SARAH A GLYNN
1236 N CITRUS AVE #4
COVINA CA 91722

8406-019-071 56
CLARA M LAI
742 CHURCHILL AVE
SAN DIMAS CA 91773

8406-019-072 57
ROSA ZAMORA
1234 N CITRUS AVE #2
COVINA CA 91722

8406-019-073 58
CRISTINA HANSON
1234 N CITRUS AVE #3
COVINA CA 91722

8406-019-074 59
RHONDA A SCHEUPLEIN
1234 N CITRUS AVE #4
COVINA CA 91722

8406-019-075 60
JANICE L SMITH
1234 N CITRUS AVE #5
COVINA CA 91722

8406-019-076 61
YVONNE M GUTIERREZ
1234 N CITRUS AVE #6
COVINA CA 91722

8406-019-077 62
MARTHA Y GUERRERO
1230 N CITRUS AVE #1
COVINA CA 91722

8406-019-078 63
RENE & DEANA M RAMIREZ
1230 N CITRUS AVE #2
COVINA CA 91722

8406-019-079 64
GABRIELA A ROJAS
1230 N CITRUS AVE #3
COVINA CA 91722

8406-019-080 65
CRAIG T KING
1230 N CITRUS AVE #4
COVINA CA 91722

8406-019-081 66
BLAINE K LASATER
1228 N CITRUS AVE #1
COVINA CA 91722

8406-019-082 67
RICHARD ARAUJO
1228 N CITRUS AVE #2
COVINA CA 91722

8406-019-083 68
SALLY M MAIORCA
1228 N CITRUS AVE #3
COVINA CA 91722

8406-019-084 69
CHARLES S & JASMINE D KUZELA
1228 N CITRUS AVE #4
COVINA CA 91722

8406-019-085 70
CHHANDA PAL
2496 E KERN RIVER LN
BREA CA 92821

8406-019-086 71
JUNPING GAO
726 KNOLLWOOD LN
SAN DIMAS CA 91773

8406-019-087 72
ANDRE D STERLING
1226 N CITRUS AVE #3
COVINA CA 91722

8406-019-088 73
GRACIELA PAQUINI
1226 N CITRUS AVE #4
COVINA CA 91722

8406-019-089 74
VISHAL R & ASHITA K SANGHAVI
1226 N CITRUS AVE #5
COVINA CA 91722

8406-019-090 75
KRISTIN BABINEAUX
1226 N CITRUS AVE #6
COVINA CA 91722

8406-019-091 76
KEVIN CHAN
1226 N CITRUS AVE #7
COVINA CA 91722

8406-019-092 77
HELIA M GOMEZ
1226 N CITRUS AVE #8
COVINA CA 91722

8406-019-900 78
COVINA CITY
125 E COLLEGE ST
COVINA CA 91723

8406-001-019 79
CITRUS MOBILE HOME PARK LLC
19 ALLYSSUM
RANCHO STA MARGAR CA 92688

8406-001-030 80
JOHN A SWEENEY
3968 ALZADA RD
ALTADENA CA 91001

8406-001-031 81
SAME AS KEY #80

8406-001-036 82
SAME AS KEY #80

8406-001-039 83
TUMBLING WATERS MOBILE PARK
22880 SAVI RANCH PKWY
YORBA LINDA CA 92887

8406-001-901 84
LA COUNTY FLOOD CONTROL DIST
900 S FREMONT AVE
ALHAMBRA CA 91803

8406-001-902 85
COVINA VALLEY UNIFIED SCH DIST
231 E STEPHANIE DR
COVINA CA 91722

8406-001-905 86
SAME AS KEY #84

8406-001-906 87
SAME AS KEY #84

8406-002-029 88
CITRUS PROMENADE ASSOCIATION
5 PETERS CANYON RD #310
IRVINE CA 92606

8406-002-031 89
SAME AS KEY #88

8406-002-032 90
SAME AS KEY #88

8406-002-049 91
MERITAGE HOMES OF CALIF INC
1250 CORONA POINTE CT #210
CORONA CA 92879

8406-002-057 92
SAME AS KEY #88

8406-002-067 93
SAME AS KEY #88

8406-002-068 94
SAME AS KEY #88

8406-002-069 95
SAME AS KEY #88

8406-002-070 96
SAME AS KEY #88

8406-002-071 97
XIANREN LIN
1150 ORCHARD DR
COVINA CA 91722

8406-002-072 98
ZHIHAO DAI
343 HIGHLAND PL
MONROVIA CA 91016

8406-002-073 99
MINTING LU
1949 VISTA DEL SOL
CHINO HILLS CA 91709

8406-002-074 100
YUTENG LI
1162 ORCHARD DR
COVINA CA 91722

8406-002-075 101
HONG R MAO
1168 ORCHARD DR
COVINA CA 91722

8406-002-076 102
VALENCIA TJITRA
1169 ORCHARD DR
COVINA CA 91722

8406-002-077 103
VERONICA SPROLING
1163 ORCHARD DR
COVINA CA 91722

8406-002-078 104
DAVID & ANNIE LIN
1159 ORCHARD DR
COVINA CA 91722

8406-002-079 105
CHRISTOPHER C YEH
1155 ORCHARD DR
COVINA CA 91722

8406-002-080 106
YUK PO LUE & CHI W CHAN
1151 ORCHARD DR
COVINA CA 91722

8406-002-101 107
QINGZHU FENG
2033 ABRAZO DR
WEST COVINA CA 91791

8406-002-102 108
SAME AS KEY #98

8406-002-103 109
WILLIAM Y HAN
123 NEW BEDFORD AVE
CLAREMONT CA 91711

8406-002-104 110
MICHAEL E GLASSMAN
1180 ORCHARD DR
COVINA CA 91722

8406-002-105 111
KIT F WANG
1182 ORCHARD DR
COVINA CA 91722

8406-002-106 112
CHRISTOPHER KAM
1185 ORCHARD DR
COVINA CA 91722

8406-002-107 113
JIANHONG PANG
1181 ORCHARD DR
COVINA CA 91722

8406-002-108 114
GUIHUA ZHOU
811 KINGSLEY DR
ARCADIA CA 91007

8406-002-109 115
GEORGE N & MADONNA E SALEH
1175 ORCHARD DR
COVINA CA 91722

8406-002-110 116
HAZEL & SHAOJING XU
1171 ORCHARD DR
COVINA CA 91722

8406-002-126 117
ANGELA LIU
162 BAHIA DR
COVINA CA 91722

8406-002-127 118
CAMYG LLC
5777 W CENTURY BLVD #1640
LOS ANGELES CA 90045

8406-002-128 119
JAMES J CHONG
178 BAHIA DR
COVINA CA 91722

8406-002-129 120
JUN YUAN
177 BAHIA DR
COVINA CA 91722

8406-002-130 121
KEVIN M & VIVIAN T FRUCTUOSO
171 BAHIA DR
COVINA CA 91722

8406-002-131 122
BEI CAO
343 HIGHLAND PL
MONROVIA CA 91016

8406-002-132 123
YANAN WU
162 BERGAMOT DR
COVINA CA 91722

8406-002-133 124
NHIN BINH TANG
172 BERGAMOT DR
COVINA CA 91722

8406-002-134 125
DHARMASRI A SELLAHEWA
178 BERGAMOT DR
COVINA CA 91722

8406-002-135 126
DELEI YU
177 BERGAMOT DR
COVINA CA 91722

8406-002-136 127
XIN NING
171 BERGAMOT DR
COVINA CA 91722

8406-002-137 128
CHENGHENG FAN
161 BERGAMOT DR
COVINA CA 91722

8406-002-138 129
TIAN WANG
656 HENDRICKS ST
MONTEBELLO CA 90640

8406-002-139 130
LISA HUANG
1533 DAB CT
DIAMOND BAR CA 91789

8406-002-140 131
KANGJUN ZHU
1179 HARVEST DR
COVINA CA 91722

8406-002-141 132
JOSEPH J KIM
1175 HARVEST DR
COVINA CA 91722

8406-002-142 133
JENNIFER KALIL JR
1171 HARVEST DR
COVINA CA 91722

8406-002-143 134
MARIE A ROQUE
1169 HARVEST DR
COVINA CA 91722

8406-002-144 135
MINGYONG SU
343 HIGHLAND PL
MONROVIA CA 91016

8406-002-145 136
LI CHENG
1159 HARVEST DR
COVINA CA 91722

8406-002-146 137
CHU CHU
1155 HARVEST DR
COVINA CA 91722

8406-002-147 138
PETER VILLANUEVA
1151 HARVEST DR
COVINA CA 91722

8406-002-148 139
WENJIA ZHU
8840 DUARTE RD
SAN GABRIEL CA 91775

8406-002-149 140
JIMSON LI
1152 TAROCO DR
COVINA CA 91722

8406-002-150 141
CHRISTIAN & ANTHONY LARA
1158 TAROCO DR
COVINA CA 91722

8406-002-151 142
JULIA H WANG
305 W CAMINO REAL AVE
ARCADIA CA 91007

8406-002-152 143
ZIREN YAO
1168 TAROCO DR
COVINA CA 91722

8406-002-153 144
ERICK C BANZON
1169 TAROCO DR
COVINA CA 91722

8406-002-154 145
KYLE CHI SU
1163 TAROCO DR
COVINA CA 91722

8406-002-155 146
YING GU
1912 ALTA OAKS DR
ARCADIA CA 91006

8406-002-156 147
GASPAR FRANCO
3127 WYNWOOD LN
LOS ANGELES CA 90023

8406-002-157 148
PINGCHENG WANG
1151 TAROCO DR
COVINA CA 91722

8406-002-158 149
THANAKORN M TANUMATHAYA
8941 DUARTE RD #4
SAN GABRIEL CA 91775

8406-002-159 150
SHAM FUNG
1172 TAROCO DR
COVINA CA 91722

8406-002-160 151
DAWN & LAN NGUYEN
1178 TAROCO DR
COVINA CA 91722

8406-002-161 152
DANILO V & DAN A HERNANDEZ JR
1180 TAROCO DR
COVINA CA 91722

8406-002-162 153
SAME AS KEY #122

8406-002-163 154
HAN KYOUNG & JESSICA K CHOE
10517 BOULDER CANYON RD
ALTA LOMA CA 91737

8406-002-164 155
QIAN ZHONG
145 MIRAMONTE DR
FULLERTON CA 92835

8406-002-165 156
YANQING MA
1179 TAROCO DR
COVINA CA 91722

8406-002-166 157
ALBERT & SANDRA LUNAR
1175 TAROCO DR
COVINA CA 91722

8406-002-167 158
HAN CHUN CHIN
3885 ZAHARIAS RIDGE
YORBA LINDA CA 92886

8406-002-168 159
XUELU GENG
1150 TANGERINE DR
COVINA CA 91722

8406-002-169 160
SIBAO HUANG
128 HIGHLAND PL
MONROVIA CA 91016

8406-002-170 161
LARRY V & RENA HUYNH
1158 TANGERINE DR
COVINA CA 91722

8406-002-171 162
JIASHU REN
627 E MANDEVILLA WAY
AZUSA CA 91702

8406-002-172 163
CHENGYUN PENG
1168 TANGERINE DR
COVINA CA 91722

8406-002-173 164
RYAN M GUICE
1169 TANGERINE DR
COVINA CA 91722

8406-002-174 165
KIT YING MAN
1163 TANGERINE DR
COVINA CA 91722

8406-002-175 166
TONY R & LEONOR A BROOKS
8808 FRANCES FOLSOM ST SW
LAKEWOOD WA 98498

8406-002-176 167
SAME AS KEY #98

8406-002-177 168
XIAOLIN WU
1151 TANGERINE DR
COVINA CA 91722

8406-002-178 169
CHI HUNG & SHEN SONIA LIEU
1170 TANGERINE DR
COVINA CA 91722

8406-002-179 170
RACHEL A MANANSALA
1172 TANGERINE DR
COVINA CA 91722

8406-002-180 171
PEI JYU LIU
1178 TANGERINE DR
COVINA CA 91722

8406-002-181 172
JENNY K & JASON L RANGSIPAT
1180 TANGERINE DR
COVINA CA 91722

8406-002-182 173
MINGMING ZHANG
1182 TANGERINE DR
COVINA CA 91722

8406-002-183 174
HUIFEI CHEN
1185 TANGERINE DR
COVINA CA 91722

8406-002-184 175
ASHLEY WONG
1181 TANGERINE DR
COVINA CA 91722

8406-002-185 176
ZOE DONG
1545 DENTON AVE
HAYWARD CA 94545

8406-002-186 177
NINETT AMAYA ET AL
1175 TANGERINE DR
COVINA CA 91722

8406-002-187 178
RAYMOND L TSANG
1171 TANGERINE DR
COVINA CA 91722

8406-020-008 179
JOHN R DOMENOWSKE
10928 178TH CT NE
REDMOND WA 98052

8406-021-006 180
GEORGE & NINA N CORTEZ
242 E NUBIA ST
COVINA CA 91722

8406-021-007 181
PHILLIP BEAR CO TR
234 E NUBIA ST
COVINA CA 91722

8406-021-008 182
WILLIAM A WENGEL JR CO TR
224 E NUBIA ST
COVINA CA 91722

8406-021-009 183
DONALD N & URSULA K HANSON
227 E GROVERDALE ST
COVINA CA 91722

8406-021-010 184
SURINDER SINGH
235 E GROVERDALE ST
COVINA CA 91722

8406-021-011 185
STEVEN & JANNA K BRADLEY
241 E GROVERDALE ST
COVINA CA 91722

8406-021-022 186
GEORGEANNE VLAD
240 E GROVERDALE ST
COVINA CA 91722

8406-021-023 187
RONALD L PAPEZ
232 E GROVERDALE ST
COVINA CA 91722

8406-021-024 188
ANA M ITURRIRIA
224 E GROVERDALE ST
COVINA CA 91722

8406-021-025 189
CARLOS TOVAR JR
225 E TUDOR ST
COVINA CA 91722

8406-021-026 190
MICHAEL SHEHATA
233 E TUDOR ST
COVINA CA 91722

8406-021-027 191
JIM & ANALILIA GUILLEN
241 E TUDOR ST
COVINA CA 91722

8406-022-001 192
THOMAS R PRAGER SR
205 E NUBIA ST
COVINA CA 91722

8406-022-002 193
CONNIE J OCHOA
211 E NUBIA ST
COVINA CA 91722

8406-022-003 194
TODD A BOWERS
221 E NUBIA ST
COVINA CA 91722

8406-022-004 195
FAI GEE & LAI KUEN TAM KIN
227 E NUBIA ST
COVINA CA 91722

8406-022-005 196
TRACY M & CHERYL L WORLEY
237 E NUBIA ST
COVINA CA 91722

8406-022-006 197
GABRIEL A SANCHEZ
245 E NUBIA ST
COVINA CA 91722

8406-022-017 198
MARK & NANCY GHEZZO
225 E CALVIN ST
COVINA CA 91722

8406-022-018 199
CARLOS BARRAZA
241 E CALVIN ST
COVINA CA 91722

8406-022-900 200
SAME AS KEY #84

8407-014-014 201
VICTOR R ASUNCION CO TR
5130 S KENSINGTON AVE
ONTARIO CA 91762

8407-014-015 202
ALMA R & PEREZ J ALMAGUER
129 W GRONDAHL ST
COVINA CA 91722

8407-014-018 203
BRANT TESSINGER
1301 N CITRUS AVE
COVINA CA 91722

8407-015-002 204
HECTOR VARGAS
130 W GRONDAHL ST
COVINA CA 91722

8407-015-010 205
KENNETH & JERRAL SCHAITERER
130 W GRONDAHL ST
COVINA CA 91722

8407-015-013 206
ANGELICA CORTEZ
120 W GRONDAHL ST
COVINA CA 91722

8407-015-014 207
URBAND V & MARIA A MALDONADO
136 W GRONDAHL ST
COVINA CA 91722

8407-015-904 208
SAME AS KEY #84

8407-017-001 209
CLIFFORD S SCHUBERT CO TR
PO BOX 3091
COVINA CA 91722

8407-017-002 210
CLIFFORD & NORMA SCHUBERT TRS
PO BOX 3091
COVINA CA 91722

8407-017-003 211
ONSELEN NANCY L VAN CO TR
119 W TUDOR ST
COVINA CA 91722

8407-017-004 212
MICHAEL O QUINN CO TR
125 W TUDOR ST
COVINA CA 91722

8407-017-012 213
ANGELA A LOPEZ
1237 N CITRUS AVE
COVINA CA 91722

8407-017-014 214
SURIN GUMPAN
1229 N CITRUS AVE
COVINA CA 91722

8407-017-015 215
ROBERT J ACOSTA JR
1233 N CITRUS AVE
COVINA CA 91722

8407-017-901 216
SAME AS KEY #84

8407-028-010 217
GREGG D MARTIN
1178 N VICEROY AVE
COVINA CA 91722

8407-028-011 218
JANET Y SHIH
1186 N VICEROY AVE
COVINA CA 91722

8407-028-012 219
LUIS R & FRANCES FERNANDEZ JR
1196 N VICEROY AVE
COVINA CA 91722

8407-028-013 220
ERNESTO NEGRETE JR
1199 N CITRUS AVE
COVINA CA 91722

8407-028-014 221
MARCO T & ROSARIO M RAMIREZ
1191 N CITRUS AVE
COVINA CA 91722

8407-028-015 222
ROSA I AGUIRRE
1183 N CITRUS AVE
COVINA CA 91722

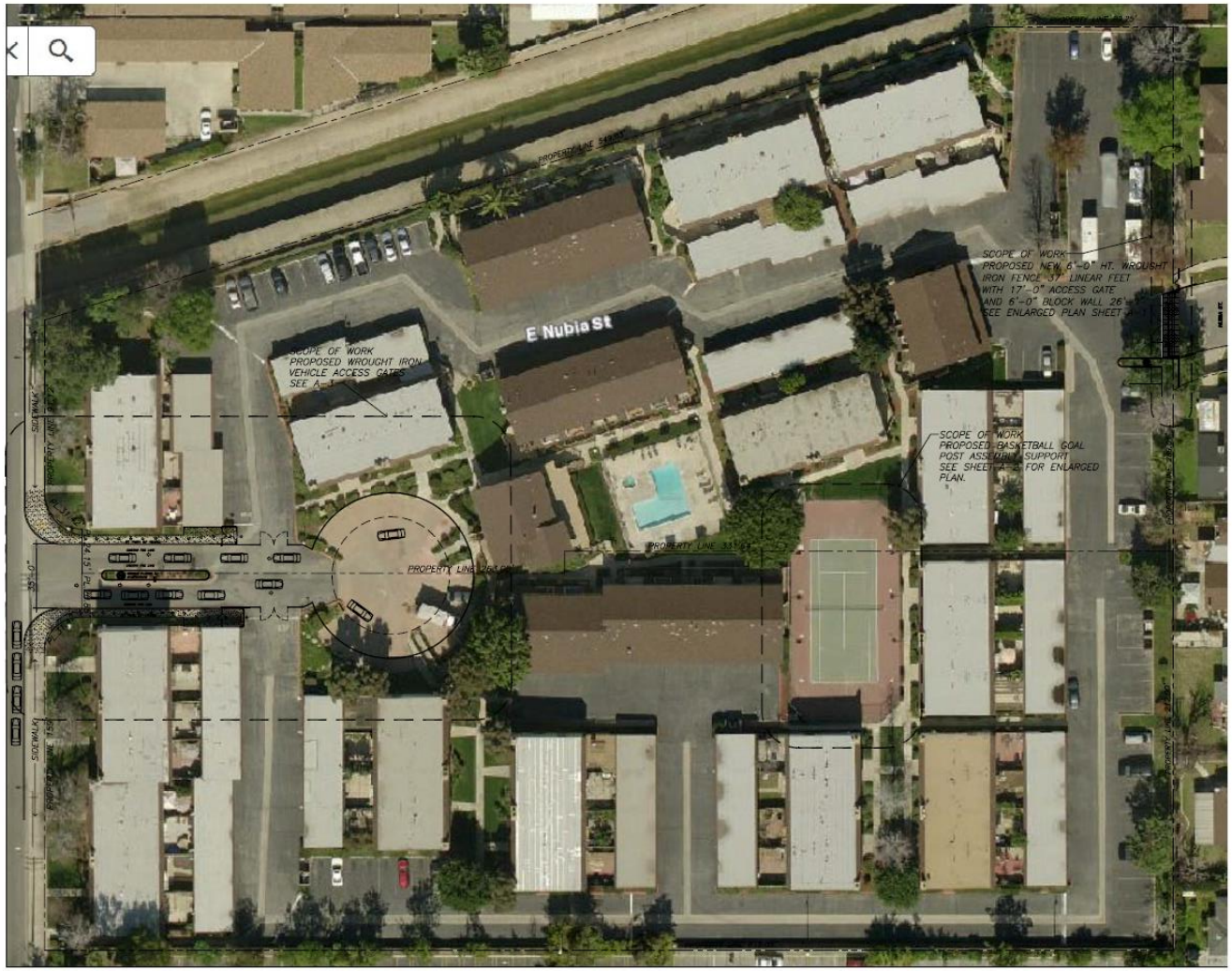
8407-028-017 223
MANUEL TORRES
1167 N CITRUS AVE
COVINA CA 91722

8407-028-026 224
RICHARD RAMIREZ ORTENCIA HENCH
1175 N CITRUS AVE
COVINA CA 91722

EXHIBIT 4

Plans

COVINA TOWNHOMES HOA
PROPOSED SITE IMPROVEMENTS
1244 N CITRUS AVE. COVINA, CA 91722



SITE PLAN

SCALE: 1" = 30'-0"

SITE MODIFICATIONS PROJECT

LEGAL DESCRIPTION	INDEX OF PLANS
OWNERS: COVINA TOWNHOMES HOA 1244 N CITRUS AVE COVINA, CA 91722 TRACT NO. LOT NO. A.P.N.	A-0 TITLE PAGE: VICINITY MAP, SITE PLAN, LEGAL DESCRIPTION, CONSULTANTS A-1 CMU FLOOR PLAN, ELEVATION, DETAILS AND GENERAL NOTES A-2 BASKETBALL GOAL POST FLOOR PLAN AND GOAL POST ASSEMBLY A-3 WEST GATE ENTRANCE FLOOR PLAN WITH NEW WROUGHT IRON GATE AND FENCE A-4 SECURITY GATE ENTRANCE LIGHTING FLOOR PLAN

CONSULTANTS

RMA Design/Build Group, Inc.
PRINCIPLE DESIGNER :
Ralph Murillo
LIC. 931801
PHONE (909) 896-4764

STRUCTURAL ENGINEER:
PRINCIPLE: Jasbir Singh
LIC. C38767
PHONE: (949) 496-8633

GENERAL CODE REFERENCES AND GOVERNING AGENCY

2019 CALIFORNIA BUILDING CODES (VOL. I, II & UBC VOL. III) (CBC)
2019 CALIFORNIA PLUMBING CODE (CPC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA ELECTRICAL CODE (CEC)
2019 CALIFORNIA FIRE CODE (CFC)
2019 CALIFORNIA ENERGY CODE (TITLE 24)
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (TITLE 24)

PROPOSED PROJECT'S FEATURES

OCCUPANCY GROUP:	R-3
BUILDING TYPE:	TYPE V
ZONING:	-
SITE AREA:	6.04 ACRES

SCOPE OF WORK

1. PROPOSED 6'-0" HT.x 25'-0" LINEAR FT. FREE STANDING CMU WALL AND 6'-0" HT.x35'-0" LONG WROUGHT IRON FENCE WITH AUTOMATIC OPENING GATES
2. PROPOSED INSTALLATION OF TWO BASKETBALL GOAL POSTS ASSEMBLY AT EXISTING TENNIS SPORT COURT.
3. PROPOSED TWO 6'-0" HT.x 15'-0" LONG WROUGHT IRON SECURITY GATES AUTOMATIC OPENING AND 6'-0"x19'-0" FENCE AT MAIN VEHICLE ENTRANCE

NOTES

SITE LOCATION
1244 N. CITRUS AVE
COVINA, CA 91722

VICINITY MAP

COVINA TOWNHOMES

RMA DESIGN/BUILD GROUP, INC

Site Modifications

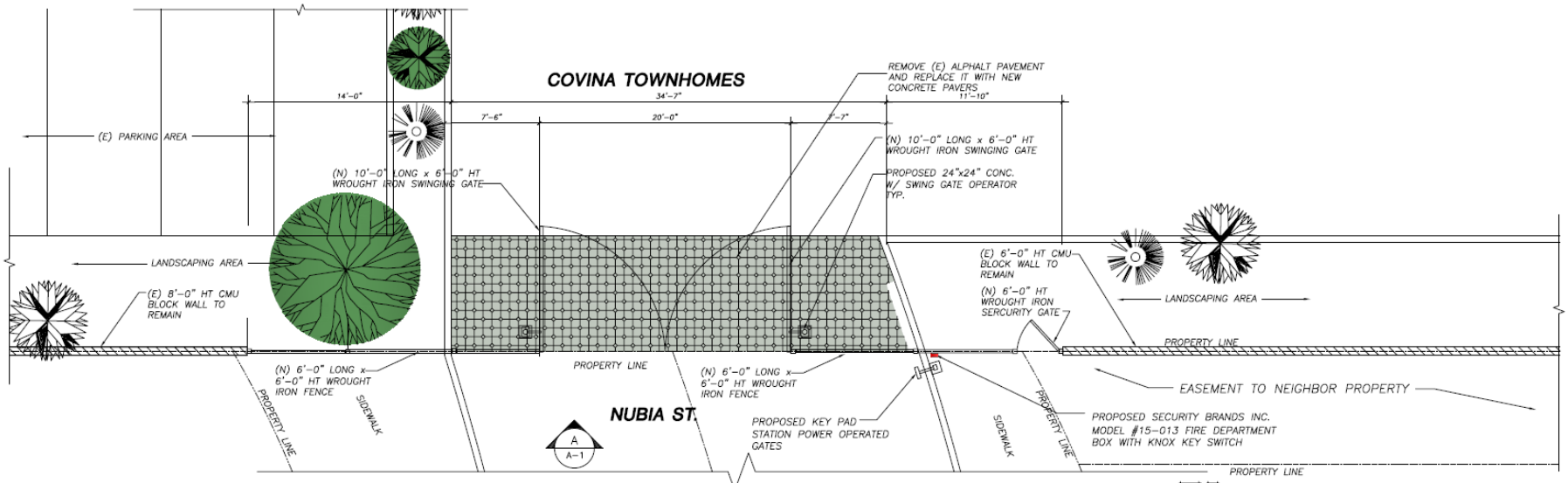
1244 N Citrus Ave, Covina, CA 91722

Covina Townhomes HOA

1244 N Citrus Ave, Covina, CA 91722

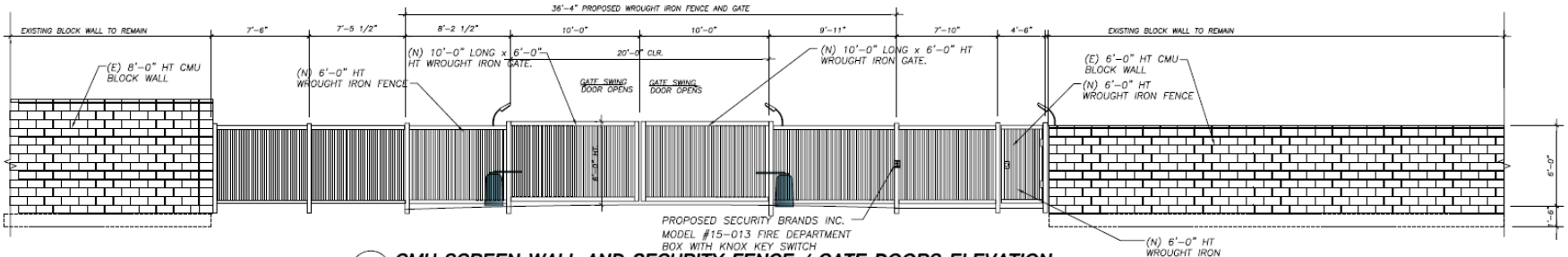
SITE PLAN AND PROJECT INFORM.

A-0



VEHCILE ACCESS GATE AND CMU FREE STANDING WALL FLOOR PLAN VIEW @ EAST SIDE

SCALE: 1/4" = 1'-0"



A CMU SCREEN WALL AND SECURITY FENCE / GATE DOORS ELEVATION

SCALE: 1/4" = 1'-0"

COVINA TOWNHOMES

RMA DESIGN/BUILD GROUP, INC.

Site Modifications

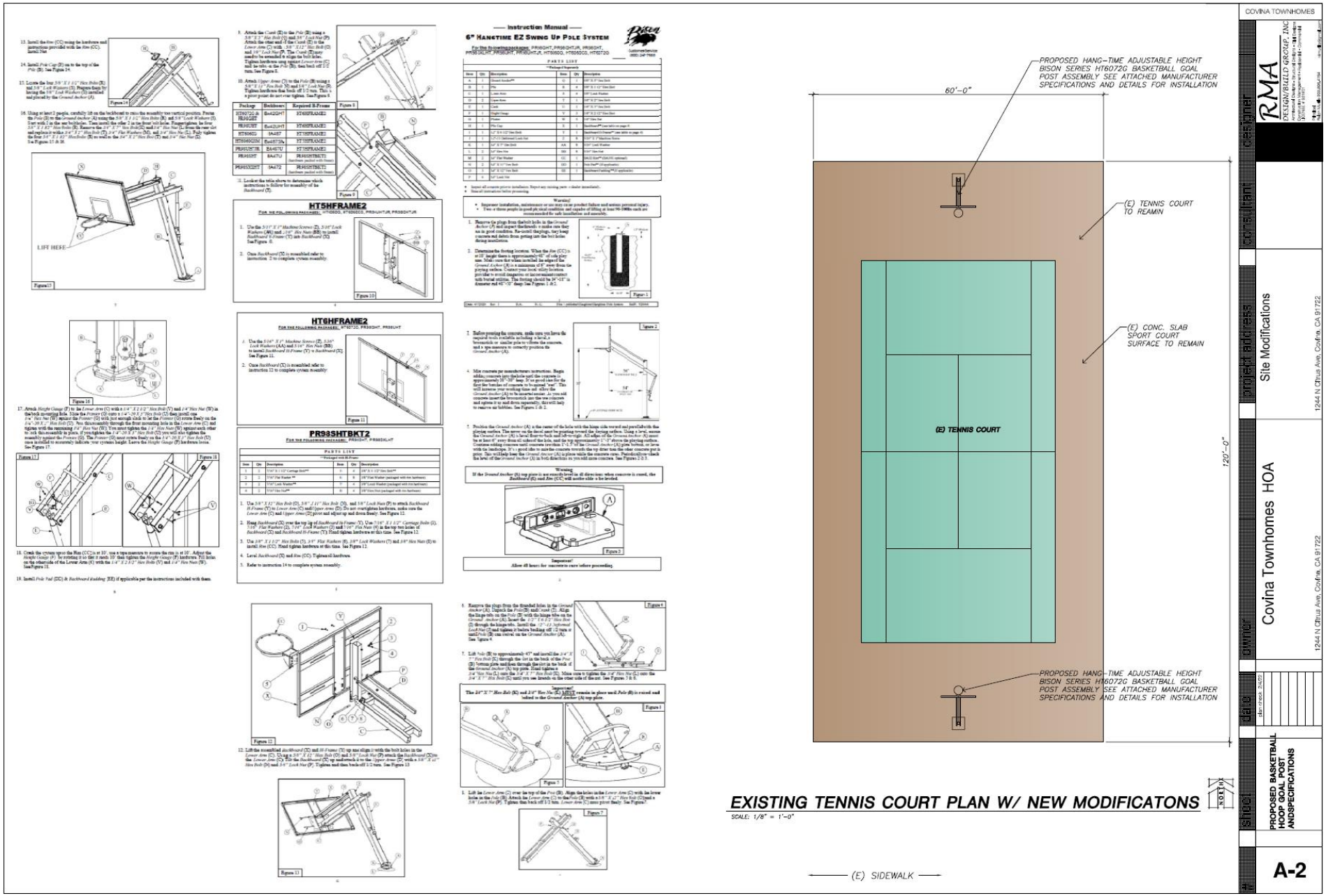
1244 N Citrus Ave, Covina, CA 91722

Covina Townhomes HOA

1244 N Citrus Ave, Covina, CA 91722

PLAN VIEW, AND ELEVATION

A-1


Instruction Manual
6" HANGTIME EZ SWING UP POLE SYSTEM
HT6FRAME2
HT6FRAME2
PR98SHTBKT2
PARTS LIST
LIFT HERE
COVINA TOWNHOMES
PROPOSED HANG-TIME ADJUSTABLE HEIGHT BISON SERIES HT6072G BASKETBALL GOAL POST ASSEMBLY SEE ATTACHED MANUFACTURER SPECIFICATIONS AND DETAILS FOR INSTALLATION
60'-0"
(E) TENNIS COURT TO REAMIN
(E) CONC. SLAB SPORT COURT SURFACE TO REMAIN
(E) TENNIS COURT
120'-0"
PROPOSED HANG-TIME ADJUSTABLE HEIGHT BISON SERIES HT6072G BASKETBALL GOAL POST ASSEMBLY SEE ATTACHED MANUFACTURER SPECIFICATIONS AND DETAILS FOR INSTALLATION
EXISTING TENNIS COURT PLAN W/ NEW MODIFICATONS
SCALE: 1/8" = 1'-0"
NORTH
(E) SIDEWALK
RMA
DESIGN/BUILD GROUP, INC
Site Modifications
Covina Townhomes HOA
1244 N Citrus Ave, Covina, CA 91722
PROPOSED BASKETBALL HOOP GOAL POST ANDSPECIFICATIONS
A-2

KNOX BOX NOTES

SECTION 506 KEY BOX

1. 506.1 WHERE ACCESS TO OR WITHIN A STRUCTURE OR AN AREA IS RESTRICTED BECAUSE OF SECURED OPENINGS OR WHERE IMMEDIATE ACCESS IS NECESSARY FOR LIFE-SAVING OR FIRE-FIGHTING PURPOSES, THE FIRE CODE OFFICIAL IS AUTHORIZED TO REQUIRE A KEY BOX TO BE INSTALLED IN AN APPROVED TYPE LISTED IN ACCORDANCE WITH UL 1037, AND SHALL CONTAIN KEYS TO GAIN NECESSARY ACCESS AS REQUIRED BY THE FIRE CODE OFFICAL.

   EXCEPTION: A KEY BOX IS NO REQUIRED FOR ACCESS TO THE INTERIOR OF A SLEEPING UNIT OR DWELLING UNIT.
   506.1.1 LOCKS, AN APPROVED LOCK SHALL BE INSTALLED ON GATES OR SIMILAR BARRIERS WHERE REQUIRED BY THE FIRE CODE OFFICAL.

CITY OF COVINA POLICE DEPARTMENT NOTES

1. WHEN APPICABLE, THE OWNER OR OPERATOR SHALL CONTRACT WITH A SECURITY COMPANY FOR SECURITY PERSONAL OR HIRE SECURITY PERSONNEL OR HIRE PERSONAL AS EMPLOYEES

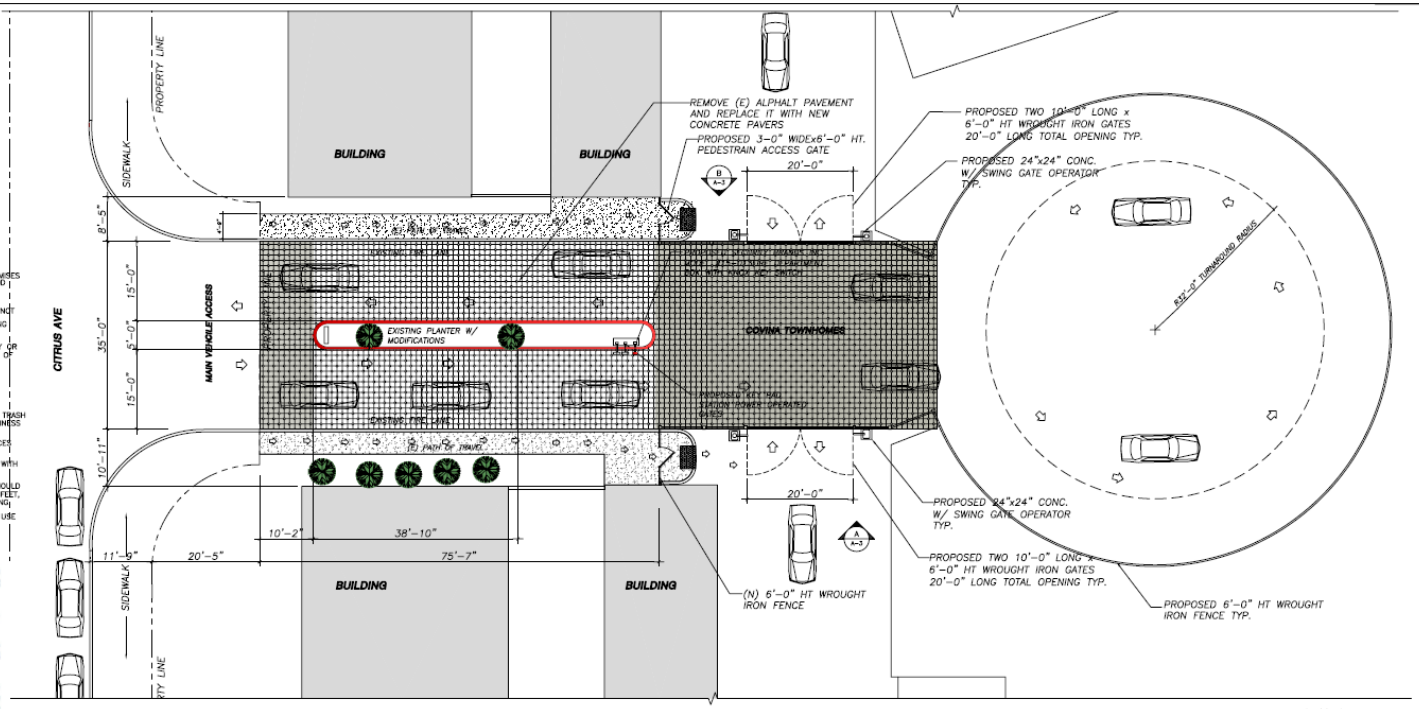
   i. IF THE OWNER OR OPERATOR CHOOSSES TO HIRE A SECURITY COMPANY, THE SECURITY COMPANY MUST BE LICENSED TO OPERATE IN BOTH THE STATE OF CALIFORNIA AND CITY OF COVINA. ADDITIONALLY, ALL EMPLOYEES WHO ARE ASSIGNED TO WORK THE PREMISES MUST BE LICENSED BY THE STATE OF CALIFORNIA AS SECURITY GUARDS AND BE IN GOOD STANDING THROUGHOUT THEIR TIME OF EMPLOYMENT.

   ii. IN THE EVENT THE OWNER OR OPERATOR OR MANAGER PROVIDE THEIR OWN SECURITY PERSONNEL, ALL PERSONNEL MUST BE EMPLOYED ONLY AS SECURITY PERSONNEL AND NOT HAVE OTHER RESPONSIBILITIES WHILE ACTING IN THE CAPACITY. ADDITIONALLY, ALL EMPLOYEES ACTING AS SECURITY PERSONNEL MUST BE LICENSED AND IN GOOD STANDING WITH THE STATE OF CALIFORNIA THROUGH THEIR TIME OF EMPLOYMENT.

2. AT NO TIME WILL ANY SECURITY PERSONNEL, WHETHER EMPLOYED BY A PRIVATE COMPANY OR LICENSED BY THE CITY OR EMPLOYED BY THE ESTABLISHMENT, BE ARMED WITH ANY TYPE OF FIREARM.
3. EXTERIOR LIGHTING TO INCLUDE: LED LIGHTING AT VEHICULAR GATE AND PEDESTRAIN GATE ACCESS POINT. THE CONDITION OF APPROVED SHALL BE ACCOMPLISHED ON OR BEFORE OPENING.
4. THE OWNER, OPERATOR, OR MANAGERS SHALL, SUBJECT TO APPROVAL OF THE POLICE DEPARTMENT, DEVELOP A PLAN TO MONITOR THE AREA SURROUNDING, THE LOCATION FOR TRASH AND OTHER DISCARDED ITEMS THAT IMPACT PUBLIC HEALTH AND TO MAINTAIN THE CLEANLINESS OF THE PARKING LOTS, SIDEWALKS, AND THE PROPERTY OF ADJACENT BUSINESS OWNERS.
5. THE OWNERS, OPERATORS, MANAGERS MUST COMPLY WITH ALL CITY CODES AND ORDINANCES RELATING TO POLICE RESPONSE AND ABATEMENT NUISANCE CONDITIONS.
6. ROLLING DRIVEWAY GATES, AND ANY PEDESTRIAN GATE, SHALL HAVE A KEYPAD INSTALLED WITH CURRENT ACCESS CODE PROVIDED TO POLICE DISPATCH AT (626) 384-5808.
7. ALL LANDSCAPING SHOULD FOLLOW THE TWO-FOOT SIX-FOOT RULE. ALL LANDSCAPING SHOULD BE GROUND COVER, TWO FEET OR LESS AND LOWER TREE CANOPIES SHOULD BE AT SIX FEET, THIS INCREASES NATURAL SURVEILLANCE AND ELIMINATES HIDING AREAS WITHIN LANDSCAPING. TREE CANOPIES SHOULD NOT INTERFERE WITH OR BLOCK THE LIGHTING ALONG SIDEWALKS OR PARKING LOTS. THIS CREATES SHADOWS AND AREA OF CONCEALMENT. PLANTERS WILL USE PLANT SPECIES WITH LIMITED GROWTH. THIS IS TO INSURE THAT MAINTENANCE DOES NOT BECOME AN ISSUE AND SURVELLANCE FROM THE BUILDING IS MAINTAINED.

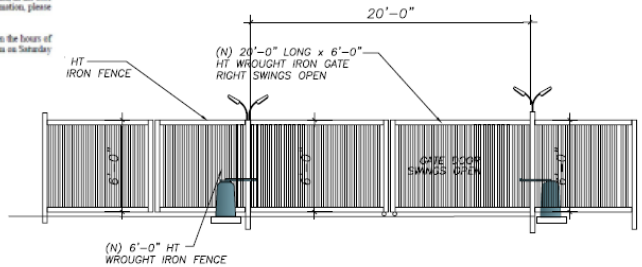
II. **Building and Safety Division (626)384-5469: The following are the Building Division's comments of which can be addressed at the time of plan check, after Planning Commission Approval:**

1. Submit 4 sets of complete plans including any proposed utilities and earthwork/grading. The Project must comply with the 2019 California Building Code and Standards.
2. Two sets each of any structural and energy calculations shall be submitted with the above-mentioned plans. All calculations must bear an original signature from the documented author.
3. This Project must comply with applicable Federal and State Accessibility requirements to and throughout the buildings. Include compliance methods and structural details on the plans. Recommended that CASp review be completed on the improvement regarding site access.
4. Demolition activities require an asbestos containing materials (ACM) survey (SCAQMD RULE 1403). The ACM report shall be prepared by an accredited testing laboratory in accordance with applicable SCAQMD rules and regulations. Proof of notifications to the South Coast Air Quality Management District (SCAQMD), Office of Operations, shall be submitted to the Building Division with the relevant permit application for all demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has adhered to the applicable notification requirements to the SCAQMD, a formal demolition plan and permit must be obtained from the Building and Safety Division.
5. Provide an additional digital copy (pdf preferred) of the building floor plan, elevations, and site plan to be submitted to the LA County Assessor. This copy should be in sufficient detail to allow the assessor to determine the square footage of the buildings and, in the case of residential buildings, the intended use of each room. For additional information, please contact the LA County Assessor's, Public Service Desk at 888-807-2111.
6. Construction activity within 500' of a residential zone is prohibited between the hours of 6:00 pm and 7:00 am on Monday through Friday and between 5 pm and 8 am on Saturday and all day on Sunday and Holidays unless otherwise permitted.



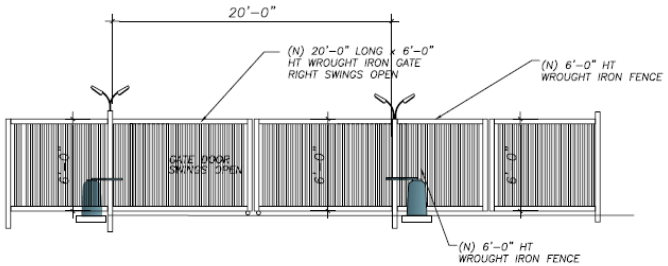
VEHCILE ACCESS GATE FLOOR PLAN VIEW @ AT MAIN ENTRANCE

SCALE: 3/32" = 1'-0"



B SECURITY GATE FENCE ELEVATION

SCALE: 1/4" = 1'-0"



A SECURITY GATE FENCE ELEVATION

SCALE: 1/4" = 1'-0"

COVINA TOWNHOMES

RMA DESIGN/BUILD GROUP, INC

Site Modifications

1244 N Citrus Ave, Covina, CA 91722

Covina Townhomes HOA

1244 N Citrus Ave, Covina, CA 91722

WEST GATE ENTRANCE WITH NEW WROUGHT IRON GATE AND FENCE

A-3

CSW24UL

24VDC HIGH-TRAFFIC COMMERCIAL SWING GATE OPERATOR

The first choice for heavy-traffic swing gate applications.

PRODUCT HIGHLIGHT

BATTERY BACKUP: Provides up to 144 Cycles or Six Days of Standby Power

RELIABLE

BATTERY BACKUP PROVIDES SEAMLESS ACCESS BY PROVIDING STANDBY POWER WHEN THE POWER IS DOWN.

SMOOTH START/STOP OPERATION AND MID-TRAVEL REVERSAL EXTEND OPERATOR HARDWARE LIFE.

SURGE SUPPRESSION PROVIDES INDUSTRIAL SURGE AND LIGHTNING PROTECTION AGAINST STRIKES UP TO 50 FEET AWAY.

HEAVY-DUTY COMMERCIAL GEAR-DRIVE & TRANSMISSION PROVIDES UNSURPASSED RELIABILITY.

WARRANTY 1 YEARS COMMERCIAL, 1 YEARS RESIDENTIAL.

SMART

myQ® TECHNOLOGY ENABLES YOU TO SECURELY CONTROL AND MONITOR YOUR GATE OPERATOR FROM ANYWHERE.*

WIRELESS DUAL-GATE COMMUNICATION SYNCHRONIZES GATE OPENING/CLOSING AND ELIMINATES EXPENSIVE DRIVEWAY TRENCHING COSTS.

SYNCHRONIZED CLOSE SIMULTANEOUSLY CLOSES GATES.

SAFE AND SECURE

SECURITY+ 2.0® SAFEGUARDS ACCESS WITH AN ENCRYPTED TRI-BAND SIGNAL TO VIRTUALLY ELIMINATE INTERFERENCE AND OFFER EXTENDED RANGE.

EMERGENCY DISCONNECT: SIMPLE TO-USE RELEASE HANDLE ALLOWS GATE TO BE OPERATED MANUALLY AND MAINTAIN LIMIT POSITION ONCE DISENGAGED.

FIRE DEPARTMENT COMPLIANCE ALLOWS GATE TO AUTO-OPEN UPON LOSS OF AC POWER OR BATTERY DETECTION.

QUICK CLOSE AND ANTI-TAILGATE QUICKLY SECURE PROPERTY, PREVENTING UNAUTHORIZED ACCESS.

UL® LISTED GATE OPERATORS WITH MONITORED SAFETY ENTRAPMENT PROTECTION DEVICES.

*Wireless kit is up to 4 transmitters and 2 monitor sites per controller.

PRODUCT GUIDE CSW24UL
24VDC HIGH-TRAFFIC COMMERCIAL SWING GATE OPERATOR

LiftMaster ELITE SERIES

INCLUDED ACCESSORIES:

MONITORED RETRO-REFLECTIVE PHOTO EYE — Enhanced rain or fog photo eye and with better and more long, engineered to stay aligned, min. range 50 ft. — LMRPE

SAFETY ADD-ONS:

MONITORED THROUGH-BEAM PHOTO EYES — Enhanced through-beam photo eye with better and more long, engineered to stay aligned, min. range 50 ft. — LMTBUL

MONITORED WIRELESS EDGE KIT — Site-energy-efficient connection between a LiftMaster monitored edge kit (sold separately) and the gate operator. Max. range 120 ft.* — LMWEKIT

MONITORED SAFETY ENTRAPMENT EDGES — Full line of edges (single and longer edges). Profile edges, flat edges and cut edges. — EDGES

TOTAL SOLUTION ACCESSORIES:

CONNECTED ACCESS PORTAL, HUB CAPACITY — Cloud-based access control for commercial communities. — LAPTL

SOLAR KIT — 24VDC (2) 20W +5V solar panels, 24VDC (1) 20W +5V panel, (1) Solar Battery as Load Source. — LMSOLARKIT

WIRELESS COMMERCIAL KEYPAD — Provides constant private access to entrance gate and/or loading dock, tailgate and time of instructions. Incl. Optional Post mounted with gate operator, Outdoor A.C. or Nema. — LMKP250

IN-GROUND TRAFFIC SPIKE SENSOR (8 FT) — For applications in ground mount, lamp options, 8 ft. antenna range, 40 mph. — LMSPIKE

*Wireless kit is up to 4 transmitters and 2 monitor sites per controller.

*Tablet sold in NA/CA connection required. Not equipment is going and follow safety instructions.

CSW24UL
24VDC HIGH-TRAFFIC COMMERCIAL SWING GATE OPERATOR

MASTERFUL ENGINEERING.

MECHANICS
- 24VDC Continuous-Duty Motor
- Op-rotor Duty Rating: High-Cycle, High-Temperature Continuous Duty
- Worm gear: Redo-Gear: 2 Commercial Drive & Continuous Providing 100:1 Worm gear Reduction

POWER
- 120/230/240 Single-Phase
- Optional Kit (SP100DR) to Convert or Input Voltage of 230/220/240/50/60HZ to an Output Voltage of 120VAC
- Accessory Power: 24VDC 500 mA Max.
- Solar-Ready, Ultra-Available System Drive + Power When and Where You Need It (LMSOLARKIT, no sun option not Recommended for Solar Applications)

COMMERCIAL-GRADE DESIGN
- Chassis: Constructed with 5/16in. Gauge Zinc-Plated Steel for Rust Prevention
- Cover: High-Density, UV-Resistant Polycarbonate 2-Piece for Rust and Corrosion Resistance
- UL® Design Standard Rating: I, II, III and IV
- Op-rotor Weight: 200 lbs.

CAPACITY

BATTERY BACKUP OPERATION

TEMPERATURE SPECIFICATIONS

GATE TIMING, SPEED

STANDARD FEATURES.

PRE-MOTION WARNING ALARM
- Activate: 1 Re-Board At one 2 Seconds Prior to Gate Motion

INHERENT REVERSING SENSOR
- Detects Obstructions and Reverses Gate While Closing or Stops/Reverses Gate While Opening

NI-FAST DELAY
- Monitored and Adjusts Speed and Position of Gate While Gate Is Secure Primary Gate Closes Last

MONITORED SAFETY INPUTS
- 2 Main Board, 2 Expansion Board

SECURITY+ 2.0® ON-BOARD RADIO RECEIVER
- Tri-Band 2/1/433/390 MHz Frequency
- Up to 50 Remote Controls (Included with 811LM/811LM)

LED DIAGNOSTIC DISPLAY
- Step-thru Installation and Troubleshooting

FIREWARMBOLD AUXILIARY RELAYS
- Monitoring Additional Features Easy

E-INSIGHT® COMPATIBLE
- Version 4.0 or Higher*

SUPPORT.

For Support Tools and Tutorial Videos, Visit LiftMasterTraining.com

For More Information on Gate Operators, Visit LiftMaster.com/CSSolution

To Find The Right Pedestrian Access Solution for You, Visit LiftMaster.com/Solution-Generator

Sales Support: 800.282.6225
Technical Support Center: 800.528.2400
To Order: 800.282.6225

LiftMaster ELITE SERIES

WAREHOUSE-LIGHTING.COM

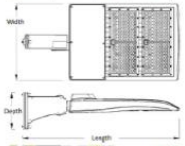
WARELIGHT

PROJECT NAME: _____ CATALOG NUMBER: _____
NOTES: _____ FIXTURE SCHEDULE: _____

Adjustable Slip Fitter Mount (ASF) | Adjustable Pole Mount (APM) | Adjustable Yoke Mount (AYM)

DIMENSIONS:

Bracket	Length	Width	Depth
ASF	26.8"	13.11"	3.1"
APM	28.1"	13.11"	6.1"
AYM	27.2"	13.11"	3.4"



PRODUCT DESCRIPTION

The Quazar / Quazar G2 LED floodlight lighting fixture is applicable for both commercial and residential illumination at the places where need a large amount light such as parking lots, driveway, outdoor courts (basketball, tennis, volleyball etc.) With the dusk to dawn function (when using the optional wind lock photocell), the light would be on automatically at dusk and off when the dawn comes, which saves the trouble to switch manually for you.

FEATURES
- Wattage available: 380
- CCT options: 5,000K (3,000K & 4,000K special order)
- CRI: >70
- Lumens: >0800
- Lifespan: minimum 50,000 hours
- Manufacturer warranty: 5 years
- Aluminum housing
- Standard pole mount compatible
- Dusk to Dawn with photo control
- Ambient operating range: -4°F to 115°F
- Finish: Bronze or White

UL | 5 | DLC | IP65

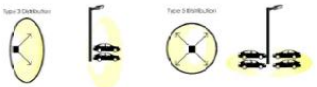
Warehouse-Lighting.com
2750 South 163rd St
New Berlin, WI 53151

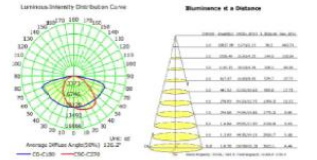
Warehouse-Lighting.com
Phone: 888-454-4480
info@warehouse-lighting.com

WAREHOUSE-LIGHTING.COM

WARELIGHT

SKU	CCT Temperature	Light Distribution	Finish	Mounting Options	Voltage	Sensor
WL-PLF-300W-30K-T3-B-ASF-MV-G2	30K = 3000K	T3-B = Type 3 T3-B = Type 5	Bronze	ASF = Adjustable slip fitter APM = Adjustable square/round pole mount AYM = Adjustable yoke mount	MV = 120-277V	PC (Twist Lock Photocell)
WL-PLF-300W-50K-T3-W-ASF-MV			White			





WAREHOUSE-LIGHTING.COM

Warehouse-Lighting.com
2750 South 163rd St
New Berlin, WI 53151

Warehouse-Lighting.com
Phone: 888-454-4480
info@warehouse-lighting.com

FIRE ACCESS BOXES

SECURITY BRANDS

15 SERIES — QUICK-ACCESS STATIONS FOR FIRST RESPONDERS

FEATURES
- Galvanized-steel construction
- Highly visible bright-red powder-coated finish
- Inox lock, padlock, and cable-release modes

MULTIPLE LOCK STYLES
Choose from three different locking mechanisms to fit your needs and the needs of the first responders in your community.

DURABLE AND EASY TO SPOT
Made from tough steel and powder coated in bright red, these boxes will last and will be visible and easy to locate in an emergency.

SECURITY BRANDS INC

MADE IN THE USA

FIRE ACCESS BOXES

15-012
Post Mount with Knox Lock Cutout

15-014
Post Mount for Padlock

15-015
Post Mount with Cable Release

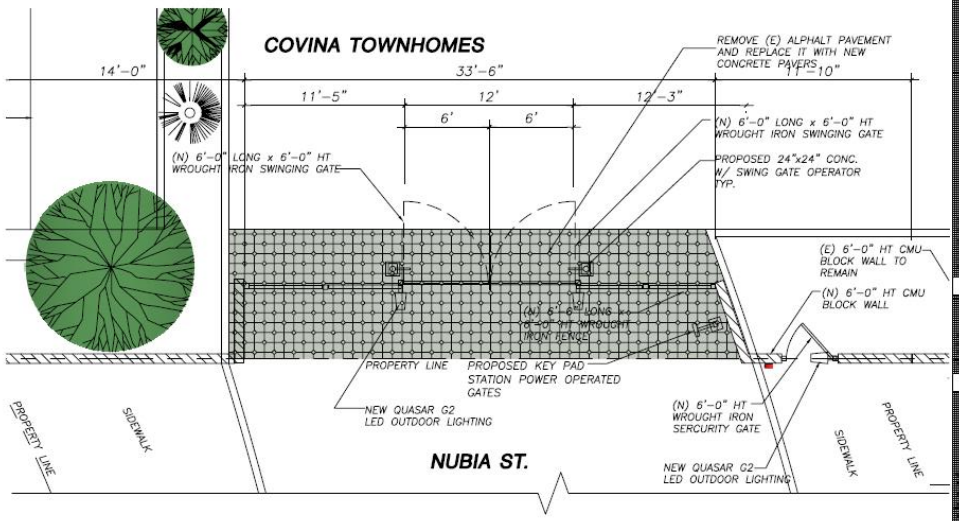
15-016
Cable Release Repair Kit

AVAILABLE MODELS AND REPLACEMENT PARTS

MODEL	DESCRIPTION	DIMENSIONS	SHIPPING WT.
15-013	post mount with Knox lock cutout	6.25" (H) x 4.78" (W) x 4.50" (D)	5 lbs
15-014	post mount for padlock	6.25" (H) x 4.78" (W) x 4.50" (D)	5 lbs
15-015	post mount with cable release	6.25" (H) x 4.25" (W) x 4.25" (D)	5 lbs
15-016	cable release repair kit	n/a	2 lbs

For more information, visit us online:
securitybrandsinc.com

SECURITY BRANDS INC
your partner in access control



VEHICLE ACCESS GATE AND LIGHTING PLAN VIEW @ NUBIA STREET
SCALE: 1/4" = 1'-0"

NORTH

COVINA TOWNHOMES

RMA
DESIGN/BUILD GROUP, INC.
Architectural Design • Structural Design • Site Design
Construction Management • Public Bid • Commercial
Residential • Industrial
Tel: 626-966-8000 Fax: 626-966-8001
Email: info@rmadesignbuild.com

Site Modifications
1244 N Citrus Ave, Covina, CA 91722

Covina Townhomes HOA
1244 N Citrus Ave, Covina, CA 91722

Date: 04/05/2022
Job No: 2021-0

WEST GATE ENTRANCE WITH NEW WROUGHT IRON GATE AND FENCE

A-4

CITY OF COVINA

PLANNING COMMISSION AGENDA REPORT
ITEM NUMBER CPH 1
March 14, 2023

TO: Chairman and Members of the Planning Commission

FROM: Brian K. Lee, AICP, Director of Community Development

SUBJECT: **Application for Planned Community Development Modification (PCDM) 22-1 and Determination of Exemption from CEQA;** A request to modify Planned Community Development (PCD) 77-002 (Ordinance. 1374) to allow the installation of a 6-foot tall wrought iron fence and pedestrian gate to the rear access onto East Nubia Street and, the installation of new security gates to the main entrance, off Citrus Avenue. The Planning Commission will consider Resolution No. 2022-024 PC making a recommendation to the City Council on PCDM 22-1. The Planning Commission will consider the project exempt from further review under CEQA. The site is within the Planned Community Development/Multi-Family Residential-4000 (PCD/RD) zone, located at 1244 North Citrus Avenue. (APN; 8406-019-029)

SITE AND PROJECT DESCRIPTION

A. Project Information:

Request:	Modification to PCD 77-002 (Ordinance No. 1374)
Applicant:	Covina Town Homes
HOA Representatives:	Stephanie Callahan (President) David Martinez (Vice President)
Location:	1244 N. Citrus Ave.
Assessor Parcel Map No:	8406-019-029

B. Site and Surrounding Land Uses-Table 1:

	General Plan	Zoning	Existing Uses
Site	Medium Density Residential (7-14 Units)	PCD/RD-4000 - Planned Community Development / Residential Zone (Multiple Family - 4,000 sq. ft.)	Covina Townhomes

Attachment D

North	Medium Density Residential (7-14 Units per acre)	PCD/RD-3000 - Planned Community Development / Residential Zone (Multiple Family - 3,000 sq. ft.) / R-R - Residential Zone (Trailer and Mobile Home Parks)	Multi-Family Units / Tumbling Waters Mobile Park
South	Medium Density Residential (7-14 Units per acre)	PCD/RD-4000 - Planned Community Development / Residential Zone (Multiple Family - 4,000 sq. ft.)	Residential/Condominium Complex
East	Low-Density Residential (0-6 Units per acre)	R-1-7500 - Residential Zone (Single Family - 7,500 sq. ft)	Residential Homes
West	Low-Density Residential (0-6 Units per acre)	R-1-7500 - Residential Zone (Single Family - 7,500 sq. ft)	Residential Homes

C. **Site Characteristics:** The Subject Site is located north of the Downtown area and Covina Transit Center. The site is an approximately 6.04-acre lot with 18 existing two-story residential buildings, totaling 68 units, with an existing pool and tennis court. Access to the site is via two driveways located along Citrus Avenue and East Nubia Street. There are approximately 92 parking spaces available on site. No changes were proposed to the existing building footprint, nor a change to parking.

D. **PROJECT SUMMARY:** On June 14, 2022, Covina Townhomes applied to modify Planned Community Development (PCD) 77-002 (Ordinance. 1374) to allow for the installation of a wrought iron fence to the rear access onto East Nubia Street and, the installation of new security gates to the main entrance, off Citrus Avenue, and to modify their existing open space (tennis court) to install two new basketball posts. Both gates, one located to the rear, and the other to the front of the property, are proposed to be 6 feet in height, provide emergency access to emergency vehicles, and would include the installation of two new lighting fixtures.

SITE HISTORICAL BACKGROUND

At the May 10, 1977, Planning Commission meeting, the Planning Commission approved a recommendation to the City Council to approve a Zone Change to re-zone the parcel, located at 1244 N. Citrus Avenue, from C-3A (Community or Regional Shopping Center) Commercial to an RD (Multi-Family Residential) zone, to allow for the future construction of a 124-unit apartment complex, by developer Oak Bay Company. During public hearing testimony, nearby community residents spoke against the proposed development, specifically concerned with the proposed increase in density, (the developer proposed 124 apartment units), and concerns for privacy and public safety impacts to residents in nearby single-family residential units, etc.

At the June 6, 1977, City Council meeting, the City Council held a public hearing to consider a zone change from a commercial use (C-3A) to a multi-family residential use (RD-2100) for property located at 1244 N. Citrus Avenue. During the Public hearing, several nearby property owners gave testimony opposing the proposed zone change for the same reasons addressed at the May 10, 1977, Planning Commission meeting. The City Council denied the application for a zone change to RD-2100.

At the June 20, 1977, City Council adopted a resolution formalizing the denial of Zone change 77-002.

At the September 27, 1977, Planning Commission meeting, the Planning Commission considered a request for a proposed Planned Community Development (PCD) overlay zone, to allow the development of a 68-unit multi-family condominium project at 1244 North Citrus Avenue. Applicant/developer Oak Bay Company addressed community concerns raised at the previous planning and city council meetings and modified the project to lower the density and mitigate potential impacts to nearby single-family residential homes, specifically on Nubia Street and Fairvale Avenue. Public hearing testimony was received, and the Planning Commission approved a recommendation to the City Council to approve PCD 77-002 (Ordinance No. 1374).

On November 7, 1977, the City Council held a public hearing on a proposed planned community development overlay zone to allow the development of a 68-unit condominium project at 1244 N. Citrus Avenue. Public hearing was opened and no comments were received.

On December 5, 1977, the City Council adopted PCD 77-002 (Ordinance 1374).

Source information can be found under Exhibit 6 for the 1977 Planning Commission and City Council minutes, staff reports, and ordinance/PCD 77-002 for your reference.

STAFF ANALYSIS

On February 28, 2023, The Planning Commission's regular meeting was canceled due to technical (audio) issues, and thus, by motion, the item was continued to the March 14, 2023, regular meeting.

On February 14, 2023, staff presented the Planning Commission with a report. The Planning Commission opened the Public Hearing, accepted public testimony, and by motion, continued the item to the next regular Planning Commission meeting on February 28, 2023.

On December 13, 2022, staff presented the Planning Commission with a report. The Planning Commission, open the Public Hearing, accepted public testimony, and by motion, continued the item to a date uncertain to allow staff to receive LA County Fire Department comments and return to the planning commission at a future date, with a comprehensive report and analysis from all respective departments and agencies.

On June 14, 2022, Covina Townhomes (applicant) submitted a request to modify existing PCD No. 77-002 to install a 6-foot tall wrought iron fence with a pedestrian gate, approximately 36'-4" in length, to allow for a secondary means of ingress/egress onto East Nubia Street for vehicles and pedestrians. The modification would also include two new lighting fixtures proposed along the rear gate, abutting East Nubia Street, the installation of a new turnaround security fence located off Citrus Avenue (front of the property), and modify their outdoor recreation area (common open space) to include two new basketball posts to their existing tennis court, to serve as both a tennis and basketball court.

The PCD modification request is in response to property maintenance violation notices that were issued to Covina Townhomes for an unpermitted 5-foot tall dilapidated wood fence abutting East Nubia Street. Under the original 1977 approval (PCD 77-002), a "continuous concrete wall, 6-feet abutting adjacent single-family residential property was to be provided," with the Fire Department requiring the emergency gate be a minimum of 12-feet in width (as required per Los Angeles County Fire Code in effect in 1977), chained and locked, using a standard padlock. The Los Angeles County (LAC) Fire Code requires secondary access with all new developments.

The fence facing East Nubia street had deteriorated due to weathering and lack of maintenance. City staff found no permits or approved plans that would allow Covina Townhomes to construct a wooden fence. A notice of violation was mailed to the Homeowner's Association, as well as, the HOA's attorney.

City Code Enforcement and planning staff made several attempts to contact the HOA to assist and resolve the property maintenance violation. In response to the negligence and improper care of the fence and continued noncompliance with the Covina municipal code, code enforcement cited the property in February, March, and April of 2022.

On May 15, 2022, the applicant submitted plans to the Planning Division for review. City staff routed plans for review to the following divisions and agencies: Planning, Public Works, Covina Police, and Los Angeles County Fire Department. City staff provided the applicant with recommended changes to their proposal, specifically to their request to change the "emergency-only" rear access onto Nubia Street. As described earlier, the applicant is requesting a PCD modification for the following:

1. To allow a secondary means of ingress/egress in the rear of the property. This would also include a pedestrian gate to access East Nubia Street;
2. A new security gate to the front of the property (Citrus Ave) and a modification to their open space; and,
3. Modify their outdoor recreation area (common open space) to include two new basketball posts to their existing tennis court, to serve as both a tennis and basketball court.

Over several months and several rounds of review with the applicant (5 rounds of review), notwithstanding staff's recommendations, the applicant requested to move forward with the project as presented to the Planning Commission. In late November 2022, planning staff began preparing the applicant's submittal for planning commission consideration, tentatively scheduling this item for a December 2022 planning commission meeting.

As proposed, city staff has no issues with PCD Modification No's 2 and 3 above, with the exception of No. 1. The following issues of concern were raised by the following city departments/agencies:

Public Works – Engineering

The existing gated access from Nubia Street has been an emergency-only access gate since the development was constructed in late 1977, early 1978. The residents on Nubia Street have experienced minimal traffic access from the condominium townhome development. Since its approval in 1977, the townhome development has existed all this time without the need for secondary full-time access. The Public Works Engineering Division does not support the need for a full-time secondary gated entry and recommends that the rear gate access from Nubia Street should be only for emergency vehicular access and pedestrian purposes for the following reasons:

- A vehicular turnaround is required to avoid a vehicle backup into the travel lane.
- There is limited available space on the townhome site to provide a vehicular turnaround and any improvements may jeopardize the on-site circulation.
- There is not adequate land owned by the HOA to support a turnaround with a site design modification.
- The applicant would be required to provide a traffic study that would evaluate impacts on the traffic volumes in Nubia.

Covina Police Department

The Covina Townhomes currently has a main ingress/egress into the complex via the front ungated driveway situated on Citrus Avenue. Prior to the disintegration of the rear fence gate, the complex had a secured rear gate that abuts a dead-end on Nubia Street. This gate is an emergency-only manual gate that should not be utilized beyond an emergency and should remain secure. Covina Police Department does not recommend changing the use of the rear gate from emergency only to a secondary main access gate for the following reasons:

1. The Covina Townhomes complex was originally designed to have only the Citrus Avenue address as the primary access.
2. Complexes such as these are well-planned, designed, and constructed with on-site amenities, so residents can live with proper utility services, recreation amenities, safety/security aspects, and travel and flow concepts for both vehicular and pedestrian traffic.
3. Adding a new through-traffic gate to the rear will result in additional traffic safety concerns with increased traffic flow to the adjacent residential community east of the Covina Townhomes.
4. The rear gate abuts a dead-end where the Covina Police Department is experiencing homeless issues and upward trends of crime occurrences per police department staff.

Los Angeles County Fire Department

On July 2022, initial comments received from the city's dedicated Fire Inspector Liaison (Fire Prevention Division), stated that LA County Fire had no comments or issues with the proposed modifications. Due to the multiple reviews and revisions presented to city staff, in late November 2022, planning division staff contacted LA County Fire to confirm whether they would be providing any final conditions of approval for this project. On December 5, 2022, upon review of the latest revised plans submitted to the planning division, the city's Fire Inspector Liaison informed planning staff the proposed new installation of a turnaround system requires review by a Los Angeles County Fire Department plan checker, not an inspector.

On December 13, 2022, PCDM No. 22-01 was presented to the Planning Commission. At that time, the Public Hearing was opened for public testimony by affected community residents on Nubia and Fairvale Street, including Covina Townhomes. Residents located inside the townhomes expressed support for the rear gate as another means of ingress/egress. However, residents of East Nubia Street and North Fairvale Avenue are not in support of such a proposal. Concerns raised during public testimony were the following:

- Increase in traffic.
- Increase in pedestrian traffic.
- Homeless wandering around the back.
- Speeding of cars originating from Covina Townhomes.
- Secondary access for the subject site.

Residents reported a high volume of traffic stemming from the rear gate, stating that this was not the case a year ago, followed by an increase in pedestrians coming from Covina Town Homes. Testimony also stated that there have been a number of near-miss accidents by speeding cars almost hitting Nubia and Fairvale residents.

Similar public comments were also raised during public testimony during the initial development of the site at both the Planning Commission and City Council meetings held in 1977. Below is a summary table of issues raised by residents in 1977 and in 2022:

PCD 77-002/PCDM 22-01	1977	2022
Traffic	Residents concerned with high volume of traffic townhomes would generate (East Nubia)	Residents reporting high volume of traffic coming from Covina Townhomes (East Nubia)
Pedestrian	Residents concerned with the increase of foot traffic generated from Covina Townhomes	Residents reporting high volume of pedestrian traffic
Trespassers	Residents reporting people cutting across Covina	Residents reporting people cutting across Covina

At the December 13, 2022, Planning Commission meeting, staff conveyed to the Planning Commissioners that staff had not yet received LA County Fire Departments comments on the proposed modifications requested by Covina Town Homes. Staff requested that the Planning Commission continue the item to a date uncertain to allow staff to receive LA County Fire Department comments and return to the planning commission with a comprehensive report and analysis from all respective departments and agencies.

On January 9, 2023, planning staff received LA County Fire Department's final comments and conditions of approval, confirming that the Los Angeles County Fire Department, Land Development Unit approves the proposed modifications as presented, with the installation of new gates on Citrus Avenue and, a 6-foot tall emergency access gate east of the property (Nubia Street) to be a minimum 20-foot wide opening (per current Los Angeles County Fire Department Code Requirements), as a secondary ingress/egress access, with a 4'-6" wide pedestrian gate. The remaining width of the gate within the public right-of-way area (public street, parkway, and sidewalk area) shall be fixed and screened with a metal mesh screen, perforated to address wind shear.

PUBLIC HEARING NOTICE AND NOTIFICATION

The applicant was given a copy of the staff report and all property owners within a radius of at least 300 feet from the overall project site were mailed notices of the Planning Commission public hearing on February 14, 2023, a minimum of ten (10) days before the hearing as required by law. In addition, the public hearing notice was published in the San Gabriel Examiner newspaper on February 2, 2023. On February 14, 2023, the Planning Commission opened the Public Hearing, accepted public testimony, and by motion, continued the item to February 28, 2023. At the Regular Planning Commission meeting of February 28, 2023, the Public Hearing was continued to the March 14, 2023 regular meeting due to audio technical issues.

ENVIRONMENTAL DETERMINATION

Community Development Department staff has determined that the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines. The project qualified as a Class 1 exemption under State CEQA Guidelines Section 15301, which covers the operation, repair, maintenance, permitting, or minor alterations of existing public or private structures of the CEQA Guidelines. The project would consist of adding/repairing a wrought iron fence at the rear access from East Nubia Street, and the installation of new security gates at the main entrance off Citrus Avenue. Staff finds that there is no substantial evidence that the project will have a significant effect on the environment.

RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2022-024 PC, a resolution of the Planning Commission of the City of Covina recommending that the City Council approve Planned Community Development Modification (PCD) 22-01 and adopt draft Ordinance CC 23-XXX amending the Covina Townhomes Planned Community Development (PCD) 77-002 by modifying Condition of Approval No. 4 and adding numbers 12 and 13 under Section 3 of Ordinance No. 1374, and making a finding of exemption of the California Environmental Quality Act (CEQA) guidelines and, recommending that the City Council adopt draft Ordinance No. 23-XX for Planned Community Development Modification (PCDM) 22-01 with conditions**.** Staff's recommendation of the following modifications are as follows:

a) The installation of a 6-foot tall wrought iron gate for "emergency access" only to East Nubia Street, providing a Knox-box for only emergency responders.
b) The installation of a pedestrian gate for Covina Town Home residents to access East Nubia Street.
c) Installation of a new security gate to the front of the property (Citrus Ave) with the proposed modifications to their open space to accommodate the proposed vehicular turnaround; and,
d) Modify their outdoor recreation area (common open space) to include two new basketball posts to their existing tennis court, to serve as both a tennis and basketball court.

And, making a finding of exemption under CEQA.

Prepared by:

Joshua Pereira
Planning Technician

Approved by:

Brian K. Lee
Director of Community Development

EXHIBITS

1. Area Map
2. Application
3. 300-foot Radius Map and Notification
4. Project Plans
5. Resolution and Conditions of Approval
6. 1977 Planning Commission Minutes, City Council Minutes, Staff Reports, and Ordinance/PCD 77-002

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Ordinance 23-04 – An Ordinance of the City of Covina adding Chapter 5.89 to Title 5, Amending Section 5.24.100, and Repealing Section 10.32.150 of the Covina Municipal Code Regarding Regulations of Peddlers, Sidewalk Vendors and Mobile Food Facilities and

Presented by: Brian K. Lee, AICP, Director of Community Development

Recommendation: Approve Ordinance 23-04 and making a determination of exemption under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), and that no further environmental review is required.

EXECUTIVE SUMMARY:

The proposed Ordinance 23-04 will add a new Chapter 5.80 to Title 5 (Business Licenses and Regulations) and repeal current Section 10.32.150 (Peddlers, Sidewalk Vendors and Mobile Food Facilities) of Title 10 (Vehicles and Traffic). The resulting ordinance will update the City of Covina's Municipal Code regulations regarding sidewalk vendors and mobile food facilities (i.e., push carts and food trucks). State of California law has changed over the past several years, which has resulted in California law superseding local regulations regarding how sidewalk vendors and mobile food facilities may be regulated. The current Covina code provisions are both obsolete (in regards to how these types of businesses currently are operated and in some instances where current Covina code has been superseded by California law). Therefore, proposed Ordinance 23-04 is proposed to address the aforementioned issues.

DISCUSSION:

In January 1, 2019, California Senate Bill 946 became effective. The aforementioned law limits the authority of California cities and counties to regulate sidewalk vendors, except in accordance with California Government Code 51038 and 51039. However, cities may regulate sidewalk vendors in regards to public safety, conformity with public ADA access requirements and similar public safety issues. In regards to mobile food vendors (aka, Food Trucks), the Covina Municipal Code does not comprehensively address how Food Truck vending may occur within the public right-of-way. Ordinance 23-04 provides provisions to clarify how Food Truck operations may occur within the public right-of-way. (Note: Food Trucks proposed to be located on private property currently require the approval of an ACUP.)

Ordinance 23-04, in addition to eliminating current CMC Section 10.32.150, would create a new Chapter 5.80 to the Covina Municipal Code. The new "Sidewalk Vendors and Mobile Food Facilities" provisions would result in the following regulations:

- Section 5.80.010 – Definitions: The "Definitions" section defines current language and phrases in use today within the text of the ordinance, and defines their meaning for the purposes of enforcement. Examples of terms that are defined include, but are not limited to, "Food or Food Products", "Goods or "Merchandise", "Hearing Officer", "Mobile Food Facility Operator", "Roaming Sidewalk Vendor" and "Vending Cart".
- Section 5.80.020 – Business License: This section requires all sidewalk vendors and Food Trucks operating within the boundaries of the City of Covina must obtain a Covina Business License.

- Section 5.80.030 – Vending Permit Required: This section creates a new permit category of "Vending Permit". In addition to obtaining a Covina Business License, the sidewalk vendor or Food Truck operator will also be required to obtain a Vending Permit. City staff has not yet created the framework for the Vending Permit.
- Section 5.80.040 – Vending Permit Application: This section articulates the information that will be required by any applicant for a Vending Permit. Examples of information to be required include, but are not limited to, description of food or merchandise offered for sale, photograph of the vending cart or food truck (for a food truck a valid California Driver's License, vehicle registration, etc. will be required), a description of the streets, right-of-way or other locations in which the applicant intends to vend, a California Seller's Permit pursuant to the California Revenue and Taxation Code, if vending food for food products, proof of a valid permit from the Los Angeles County Department of Public Health, and proof of liability insurance.
- Section 5.80.050 – Criteria for Approval and Denial of Vending Permit: This section articulates the basis where City staff shall approve or deny the issuance of a Vending Permit.
- Section 5.80.060 – Permit Expiration and Renewal: This section establishes the duration for a valid Vending Permit. The duration of the permit is proposed to be 12 months, from the date of issuance, upon which it expires unless renewed.
- Section 5.80.070 – Permit Nontransferable: This section prohibits the Vending Permit to be transferred to a different person or entity other than to whom the Vending Permit was issued.
- Section 5.80.080 – Sidewalk Vendor Operator Requirements: This section establishes the regulations as to the manner in which a sidewalk vendor may operate within the City of Covina after obtaining a Vendor Permit and a Business License. Examples of the aforementioned regulations are as follows:
    - ✓ Shall NOT be located within 20 feet of any street intersection;
    - ✓ Shall NOT be located within 20 feet of any driveway or driveway apron;
    - ✓ Shall NOT be location upon or within any roadway, median strip, frontage median, or dividing section;
    - ✓ Shall NOT be located within 300 feet of a permitted certified farmer's market;
    - ✓ Shall NOT be located within 300 feet of the nearest property line of any property on which a school building is located (between the hours of 8:00 a.m. and 4:00 p.m. each day that the school is in session). Note: if the vendor has the written permission by the school principle to be located within 300 feet and/or within the 8:00 a.m. and 4:00 p.m., this provision will not apply;
    - ✓ Shall NOT be located within 300 feet of an area designated for a temporary special event (which an ACUP has been issued);
    - ✓ The sidewalk vendor shall NOT obstruct the free movement of pedestrians or vehicles (i.e., the sidewalk vendor must not encroach into the 4-foot width "path" pursuant to ADA);
    - ✓ The sidewalk vendor shall NOT vend within 50 feet of another sidewalk vendor;
    - ✓ Sidewalk vending is only permitted between the hours of 8:00 a.m. to 10:00 p.m. daily, with the exceptions noted in proposed Ordinance 23-04;
    - ✓ Stationary sidewalk vendor must obtain a Covina Encroachment Permit (from the Public Works Department), in addition to the Vendor Permit and Covina Business License;
    - ✓ Stationary sidewalk vendors shall NOT vend in areas that are exclusively zoned "residential";
    - ✓ In City parks: Sidewalk vendors shall only operate during the open hours of the park and the vendor shall NOT vend in any park where the is a signed agreement for a concessionaire to exclusively sale food or merchandise;
    - ✓ The use of propane, natural gas, batteries and other explosive or hazardous materials (i.e., the burning of wood, charcoal and the utilization of open flames) is prohibited by sidewalk vendors;
    - ✓ Shall NOT utilize amplified sound, loudspeakers or public address systems;
    - ✓ Shall NOT vend alcoholic beverages, cannabis, adult-oriented material, tobacco products or any product used to smoke/vape, etc.;
    - ✓ Shall NOT use any electrical outlet or power source that is owned by the City without the prior consent of the City of Covina; and,

- ✓ Shall NOT barricade or otherwise set a perimeter around a vendor area that obstructs the free movement of pedestrians and/or cyclists and similar actions.

- Section 5.80.090 – Mobile Food Operating Requirements: Similar in scope to the aforementioned Sidewalk Vendor section, this section establishes the regulations as to the manner in which a Food Truck may operate within the City of Covina after obtaining a Vendor Permit and a Business License. Examples of the aforementioned regulations are as follows:
  - ✓ The Food Truck operator shall NOT locate within 100 feet of any street intersection controlled by a crosswalk, traffic light or stop sign;
  - ✓ The Food Truck operator shall NOT locate within 20 feet of any driveway or driveway apron;
  - ✓ The Food Truck operator shall NOT locate on any publicly-owned or operated parking lot, unless the Food Truck operator has written permission of the owner;
  - ✓ The Food Truck operator shall NOT locate within 300 feet of a permitted certified farmer's market or an area designated for a special temporary permit;
  - ✓ The Food Truck operator shall NOT locate within 300 feet of the nearest property line of any property on which a school building is located between the hours of 8:00 a.m. to 4:00 p.m. each day that school is in session (Note: this prohibition does not apply if the school principle has provided the Food Truck operator written permission to enter onto school property);
  - ✓ The Food Truck operator shall not locate within 300 feet of any area designated for a temporary special event permit for the duration of the temporary special event;
  - ✓ No Food Truck shall vend within 50 feet of another Food Truck;
  - ✓ Vending is prohibited from the exposed street or traffic side of the Food Truck, and the manner in which the Food Truck operates shall NOT cause any customer to stand within the portion of the street open to other vehicles;
  - ✓ The Food Truck operator shall NOT place any equipment or furniture onto a public sidewalk;
  - ✓ Food Truck operations are permitted between the hours of 8:00 a.m. and 10:00 p.m. daily, except in residential areas where it is permitted between 9:00 a.m. and 5:00 p.m.;
  - ✓ The Food Truck shall maintain a clearly identifiable trash receptacle within the vicinity of the Food Truck;
  - ✓ No amplified music, sound-making devices, loudspeakers, etc. are allowed;
  - ✓ The Food Truck shall NOT sale alcoholic beverages, cannabis, adult-oriented material, tobacco products, or products used to smoke/vape, etc.;
  - ✓ The Food Truck shall NOT use any electrical outlet or power source that is owned by the City of Covina;
  - ✓ The Food Truck operator shall NOT use existing parking spaces for customer queuing, furniture, portable restrooms, signage or otherwise barricade or set a perimeter around a vending area; and,
  - ✓ A Food Truck SHALL be operated within 200 feet travel distance of an approved and readily available toilet and handwashing facility to ensure that restroom facilities are available to Food Truck employees whenever the Food Truck is stopped to conduct business for a period of time greater than one-hour.
- Section 5.80.100 – Regulations for Vending on Private Property: This section regulates the manner in which a Food Truck may operate on private property as follows:
  - ✓ This section essentially references the requirements of the ACUP (Administrative Conditional Use Permit) process and/or where the Covina Zoning Code specifically provides provisions for on-site private property operations. This section also references where an ACUP is not required for a Food Truck on private property, such as when they're serving an active construction site and operating solely for a private party and no outside customers are allowed.
- Section 5.80.110 – Permit Rescission: This section addresses the process to revoke (or rescind) an issued Vendor Permit.
- Section 5.80.120 – Administrative Citations: This section establishes the penalties for violating Chapter 5.80.

- Section 5.80.130 and Section 5.80.140 – Appeals and Administrative Regulations: These sections provide for the exercise of due-process for an aggrieved party to file for an appeal. The Administrative Regulations section allows for City staff to create appropriate application forms, permit evaluation procedures, enforcement procedures and similar actions.

FISCAL IMPACT:

At this point in time, the full fiscal impact is unknown. This ordinance will result in new permit fees that would be collected and additional Business License revenue. However, additional staff time will result in the implementation and enforcement of the ordinance.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Pursuant to the California Environmental Quality Act (CEQA), the City has analyzed the project, proposed Sidewalk Vendors and Mobile Food Facilities Ordinance, and concluded that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), because the activity in question does not have a significant effect on the physical environment. Furthermore, the City has determined that the project does not involve substantial changes which will result in new significant environmental effects, in that adoption of Ordinance 23-04 creates new permitting requirements for sidewalk vendors and mobile food facilities that ensures the City of Covina's Municipal Code is consistent with State of California law.

Respectfully submitted,

Brian K. Lee
Director of Community Development

LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS
OFFICE OF SMALL BUSINESS

SB 946: General Info.

SAFE SIDEWALK VENDING ACT

SB 946 ends criminalization* of sidewalk vending in California and allows local authorities to adopt non-criminal laws to protect public health, safety and welfare.

According to the Act a **sidewalk vendor** is a person who sells food or merchandise on a sidewalk or pedestrian path. It does not apply to food trucks or anything with a motor.

Here is what Local Authorities *CAN* do:

- Limit hours of operation
- Prohibit stationary sidewalk vending in residential areas.
- Prohibit sidewalk vending near farmers' markets, swap meets, and temporary special permit areas.
- Require sanitary conditions.
- Require vendors to comply with the Americans with Disability Act (for example, vendors cannot block curb ramps).
- Require a permit or license.
- Request certain information about the business' operations (name, mailing address, type of sale).

Here is what Local Authorities *CAN'T* do:

- Require sidewalk vendors to operate in a specific area, unless the local authority is restricting vending to protect the community's health, safety, or welfare.
- Require vendors to ask permission from businesses or anyone besides the government.
- Prohibit sidewalk vendors from operating in public parks, unless the park has a concession agreement, or the park is restricting vending in to protect the community's health, safety, or welfare.
- Restrict the number of sidewalk vendors, unless the city or county must restrict the number of vendors to protect the community's health, safety, or welfare.

Cities can create their own laws for sidewalk vendors. A vendor must comply with the laws at the city, county and state level.

*If you have a misdemeanor or infraction conviction for sidewalk vending, you may submit a petition to the trial court to request that the criminal conviction be dismissed."

COUNTY OF LOS ANGELES CALIFORNIA

FOR QUESTIONS ABOUT SB 946 OR OTHER SIDEWALK VENDING LAWS

Please email **sidewalkvending@dcba.lacounty.gov**

ORDINANCE 23-04

AN ORDINANCE OF THE CITY OF COVINA, CALIFORNIA ADDING CHAPTER 5.80 TO TITLE 5, AMENDING SECTION 5.24.100, AND REPEALING SECTION 10.32.150 OF COVINA MUNICIPAL CODE REGARDING REGULATION OF PEDDLERS, SIDEWALK VENDORS, AND MOBILE FOOD FACILITIES AND DETERMINING THE SAME TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Senate Bill ("SB") 946 signed into law on September 17, 2018, and effective January 1, 2019 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with California Government Code Sections 51038 and 51039; and

WHEREAS, California Vehicle Code Section 22455(b) provides that a local authority may, by ordinance, adopt additional requirements for public safety regulating the type of vending and the time, place, and manner of vending from vehicles upon any street; and

WHEREAS, the City of Covina Municipal Code currently does not have a comprehensive street and sidewalk mobile vendor program that regulates stationary and roaming sidewalk vending and mobile food vending in the public right of way; and

WHEREAS, the City Council also recognizes that the act of vending on sidewalks and other areas of the public right-of-way may also create the potential for increased safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic; and

WHEREAS, the City Council finds that restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services; and

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors and mobile food facility operators obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by street and sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

WHEREAS, the City Council finds that restrictions on street and sidewalk vending in public parks is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks; and

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946 and California Vehicle Code Section 22455(b) and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses and visitors.

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

Section 1. The Covina Municipal Code is hereby amended to repeal Section 10.32.150.

Section 2. The Covina Municipal Code is hereby amended to amend Section 5.24.100, which shall read as follows:

"5.24.010 Commercial solicitor defined.

"Commercial solicitor" means any person who engages in the business or occupation of selling or offering for sale any goods, wares or merchandise, or any article or services, or conducting surveys or polls, or any other form of activity involving canvassing, soliciting or peddling from house to house or place to place–within the city. "Commercial solicitor" includes peddlers, hawkers, itinerant vendors, and all similar forms of commercial activity, but excludes charitable and religious solicitations and appeals. For purposes of this Chapter, "commercial solicitor" also excludes sidewalk vendors and mobile food facility operators, which shall be subject to the requirements of Chapter 5.80."

Section 3. The Covina Municipal Code is hereby amended to add a new Chapter 5.80 to Title 5 which shall read as follows:

"CHAPTER 5.80

SIDEWALK VENDORS AND MOBILE FOOD FACILITIES

5.80.010 Definitions

5.80.020 Business license required

5.80.030 Vending permit required

5.80.040 Vending permit application

5.80.050 Criteria for approval or denial of vending permit

5.80.060 Permit expiration and renewal

5.80.070 Permit nontransferable

5.80.080 Sidewalk vendor operating requirements

5.80.090 Mobile food facility operating requirements

5.80.100 Regulations for vending on private property

5.80.110 Permit rescission

5.80.120 Administrative citations

5.80.130 Appeals

5.80.140 Administrative regulations

5.80.010 Definitions.

For purposes of this Chapter, the following words or phrases shall have the following meanings:

A. Certified farmers' market" means a location operated in accordance with Chapter 10.5 of Division 17 of the California Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "Director" means the City Manager or their designee.

C. "Enforcement Official" means the City Manager, the Chief of Police, or either of their designees who is charged with enforcing the Covina Municipal Code.

D. "Food" or "Food Products" mean any item described by California Health and Safety Code Section 113781.

E. "Goods" or "Merchandise" mean any item that is not food or a food product and can be sold and immediately obtained from a sidewalk vendor. Items for rent, subscription plans, and other services shall not be considered goods or merchandise.

F. "Hearing Officer" means any person selected by the City Manager to conduct an administrative hearing that has no bias or pecuniary interest in the matter to be heard.

G. "Mobile Food Facility" has the same meaning as Section 17.04.417 of the Code and means any self-propelled, motorized device or vehicle by which any person or property may be propelled or moved upon a highway (excepting a device moved exclusively by human power), or which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given.

H. "Mobile Food Facility Operator" means any person that operates or assists in the operation of a mobile food facility.

I. "Person" means one or more natural persons, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

J. “Roaming Sidewalk Vendor” means any sidewalk vendor who moves from place to place and stops only to complete a transaction.

K. “Sidewalk Vendor” means any person who vends from a vending cart or from one's person, upon a public sidewalk, parkway, pedestrian path, or other public right-of-way available to pedestrians.

L. “Stationary Sidewalk Vendor” means a sidewalk vendor who vends from a fixed location.

M. “Swap meet” means a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the California Business and Professions Code, and any regulations adopted pursuant to that article.

N. “Temporary special permit” means any permit issued by the City for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary use permit, for purposes including, but not limited to, filming, parades, festivals, or outdoor concerts.

O. “Vend” or “vending” means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

P. “Vending Cart” means any pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for vending, that is not a vehicle as defined in the California Vehicle Code. “Vending Cart” does not include a “Mobile Food Facility.”

Q. “Vendor” means a person who vends from a vending cart, from one's person, or from a mobile food facility, including an employee or agent of another.

5.80.020 Business License Required.

All sidewalk vendors and mobile food facility operators desiring to vend in the City shall obtain and maintain a valid business license issued by the City in accordance with Chapter 5.04 of this Code.

5.80.030 Vending Permit Required.

In addition to procuring a business license, as set forth in Section 5.80.020, all sidewalk vendors and mobile food facility operators desiring to vend in the City on public or private property shall first obtain a vending permit. Except as otherwise provided in this chapter, vending from a vending cart, from one's person, or from a mobile food facility on any public street, alley, parkway, sidewalk, or other public property or private property in the City is prohibited.

5.80.040 Vending Permit Application.

To apply for a vending permit, a person must file an application with the Director, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

A. The legal name and current address and telephone number of the applicant;

B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

C. A description of the food or merchandise offered for sale;

D. A photograph of the mobile food facility or vending cart. If the applicant intends to use a mobile food facility, a description of the type of vehicle to be used, the vehicle's registration and license number, and the applicant's California driver's license numbers);

E. Whether the applicant intends to operate as a stationary sidewalk vendor, a roaming sidewalk vendor, or a mobile food facility operator;

F. A description of the streets, rights-of-way, or other locations in which the applicant intends to vend;

G. A California seller's permit number pursuant to California Revenue and Taxation Code § 6067;

H. If a vendor of food or food products, certification to completion of a food handler course and proof of all required approvals from the Los Angeles County Department of Public Health, including a valid and current Mobile Food Facility permit;

I. Proof of liability insurance in the amount and subject to the terms on file with the City's Risk Manager. The City's Risk Manager shall promulgate provisions regarding insurance requirements for sidewalk vendors and mobile food facilities and shall be in an amount which is determined to be sufficient to adequately protect the City, persons, and property for injuries or damages which may be caused by activity under this Chapter;

J. Certification by the applicant that the information contained in the application is true to their knowledge and belief; and

K. Any other reasonable information regarding the time, place, and manner of the proposed vending.

5.80.050 Criteria for Approval or Denial of Vending Permit.

The Director, or their designee, shall approve the issuance of a vending permit unless he or she determines that:

A. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;

B. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents;

C. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in this Chapter; or

D. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of this Chapter.

If the vending permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

5.80.060 Permit Expiration and Renewal.

A vending permit shall be valid for 12 months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of their active vending permit.

5.80.070 Permit Nontransferable.

No vending permit granted pursuant to this chapter shall be transferable.

5.80.080 Sidewalk Vendor Operating Requirements.

Sidewalk vendors shall comply with the following standards and conditions:

A. Sidewalk vendors shall maintain at all times while vending a valid vending permit, a valid business license in accordance with Chapter 5.04 of this Code, and any other permit(s) or license(s) required by the City or other governmental agencies. A current, valid business license sticker shall be affixed in plain view to the vending cart. Vendors of food or food products shall in addition affix in plain view to the vending cart a current, valid Los Angeles County Department of Public Health Letter Grade and a certification sticker indicating that it is a permitted food facility.

B. No sidewalk vendor shall vend in the following locations:

1. Within twenty feet of any street intersection;

2. Within twenty feet of any driveway or driveway apron;

3. Upon or within any roadway, median strip, frontage median, or dividing section;

4. Within 300 feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;

5. Within 300 feet of the nearest property line of any property on which a school building is located, between the hours of 8:00 a.m. and 4:00 p.m., each day that school is in session. This prohibition will not apply if the school principal gives the pushcart vendor written permission to enter or park on school property. The sidewalk vendor shall provide a copy of that authorization to the City within five days of its receipt, and possess a copy while vending to provide upon request to any Enforcement Official. For the purposes of this section, “school” includes a licensed daycare; or

6. Within 300 feet of an area designated for a temporary special event permit for the duration of the temporary special permit, provided that any notice provided by the City to affected businesses or property owners under such special event permit is also provided to sidewalk vendors with a valid current vending permit issued pursuant to this Chapter. Such notice may be provided by posting notice at the location of the temporary special event.

7. Within any public property other than a public sidewalk or other pedestrian path as provided herein, including, without limitation, streets, alleys, plazas, and City-owned parking.

C. No sidewalk vendor shall vend in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than four feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices.

D. No sidewalk vendor shall block or impede access to bicycle racks, bus stops, parking meters, required accessibility routes and curb cuts, trash enclosure areas or trash bins, fire hydrants, fire call boxes, or other emergency facilities.

E. No sidewalk vendor shall vend within 50 feet of another sidewalk vendor or a mobile food facility.

F. No sidewalk vendor shall distribute any item from the vending cart in a manner that causes any person to stand in the street.

G. Sidewalk vendors shall not offer, provide, rent, or sell a service that is neither defined as merchandise or food.

H. Vending is permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:

1. In residential areas, vending shall be permitted between the hours of 9:00 a.m. and 5:00 p.m.

2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.

3. In City parks, vending shall be permitted only during the open hours of the park.

I. Stationary sidewalk vendors shall obtain an encroachment permit, and must operate exclusively from the location and for the time periods designated by the encroachment permit.

J. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential.

K. Stationary sidewalk vendors shall not vend at any park where the City or the park operator has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

L. Sidewalk vendors shall maintain a clearly designated trash receptacle in the immediate vicinity of the vending cart, marked with a sign requesting use by patrons. Prior to leaving any vending location, the vendor shall pick up, remove, and dispose of all trash generated by the vending operations within a 25-foot radius of the vending location.

M. Sidewalk vendors shall maintain and possess at all times while vending proof of liability insurance in the amount required by the City.

N. Sidewalk vendors of food or food products shall possess and display in plain view on the vending cart a valid health permit from the Los Angeles County Department of Public Health.

O. Sidewalk vendors shall comply with all applicable state and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).

P. All vending carts must comply with the following requirements:

1. While in operation, all sidewalk vending equipment must not exceed a maximum length of six feet and a maximum width of four feet;

2. All vendors must maintain an unobstructed view over 4 feet in height from the ground to the tabletop structure of their sidewalk vending equipment; or

3. A sidewalk vendor may have one umbrella. When in use, the umbrella shall not exceed 10 feet in height as measured from ground level to its highest point. The umbrella cannot be attached to any public or private fixture, such as the sidewalk, street furniture, fence, bench, or trees. The umbrella must be made of a sturdy and safe material and must be attached and anchored to the sidewalk vending equipment in such a way that sudden bursts of wind will not dislodge it.

Q. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property. No sidewalk vendor shall erect, place, or maintain any tent, canopy or other temporary shelter (excluding one umbrella) in the public right-of-way, a park, or sidewalk.

R. All sidewalk vendors shall be limited to two chairs. The chairs may be placed behind or next to (but not in front of) the vending cart.

S. All food and merchandise shall be stored inside of or affixed to the vending cart, or carried by the sidewalk vendor, and cannot be stored, placed, or kept on any public property.

T. No sidewalk vending cart or other vending equipment shall be left unaccompanied, stored, parked, or left overnight on any public property or public right-of-way.

U. Vending carts shall not touch, lean against or be affixed at any time to any building or structure including, but not limited to poles, signs, trees, lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans or traffic barriers, or other objects on public property or in the public right-of-way.

V. All vending carts shall be accompanied during all hours of operation by at least one individual whose name and contact information has been previously provided to the City.

W. All signage and advertising related in any way to the sidewalk vendor must be attached to the vending cart or the sidewalk vendor's person, and shall not be electrical, flashing, wind- powered or animated.

X. Sidewalk vendors shall immediately clean up any food, grease or other fluid or item related to sidewalk vending activities that falls on public property. No liquid can be discharged, including water, grease, oil, etc., onto or into City property, including but not limited to streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the vendor.

Y. No sidewalk vendor may persistently and importunely engage in vending with a person after that person has indicated that he or she is not interested in the things being vended.

Z. The use of propane, natural gas, batteries and other explosive or hazardous materials, the burning of wood or charcoal, and the utilization of open flames is prohibited.

AA. Excessive smoke, odors, and other air quality nuisances are prohibited.

BB. Amplified sound-making devices, including but not limited to loudspeakers and public address systems, are prohibited.

CC. Alcoholic beverages, cannabis, adult-oriented material, tobacco products, products that contain nicotine, or any product used to smoke/vape nicotine or marijuana cannot be sold.

DD. Use of an electrical outlet or power source that is owned by the City without consent from the City is prohibited.

EE. Sidewalk vendors may not barricade or otherwise set a perimeter around a vending area to obstruct the free movement of pedestrians or cyclists, block the path of a person, or obstruct the free movement of vehicles, bicycles, or parked vehicles.

5.80.090 Mobile Food Facility Operating Requirements.

Mobile food facility operators shall comply with the following standards and conditions:

A. Mobile food facility operators shall obtain and maintain at all times while vending a valid vending permit, a valid business license in accordance with Chapter 5.04 of this Code, and any other permit(s) or license(s) required by the City or other governmental agencies. A current, valid business license sticker shall be affixed to the back of the mobile food facility. Vendors of food or food products shall in addition affix to the lower left-hand side of the windshield a current, valid Los Angeles County Department of Public Health Letter Grade and a certification sticker indicating that it is a permitted food facility.

B. In addition to any other equipment required by law, each mobile food facility shall be equipped with the following:

1. A convex mirror mounted so that the driver can see the area in front of the truck that is obscured by the truck's hood; and

2. A back-up alarm audible for a distance of at least 100 feet.

C. Lettering showing the mobile food facility operator or owner's name, business address, and telephone number shall be permanently affixed to both sides of the mobile food facility in a conspicuous place. The lettering shall at all times be visible, shall not be less than four inches in height, and shall be in contrast to the color of the background upon which it is placed.

D. No mobile food facility operator shall vend in the following locations:

1. Within 100 feet of any street intersection controlled by a crosswalk, traffic light, or stop sign;

2. Within twenty feet of any driveway or driveway apron;

3. Within any publicly-owned or operated parking lot, unless the mobile food facility operator has written permission of the owner and complies with the provisions of section 5.80.090;

4. Within 300 feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;

5. Within 300 feet of the nearest property line of any property on which a school building is located, between the hours of 8:00 a.m. and 4:00 p.m. each day that school is in session. This prohibition will not apply if the school principal gives the mobile food facility operator written permission to enter or park on school property. The mobile food facility operator shall provide a copy of that authorization to the City within five days of its receipt, and possess a copy while vending to provide upon request to any Enforcement Official; or

6. Within 300 feet of an area designated for a temporary special event permit for the duration of the temporary special permit, provided that any notice provided by the City to affected businesses or property owners under such special event permit is also provided to mobile food facility operators with a valid current vending permit issued pursuant to this Chapter. Such notice may be provided by posting notice at the location of the temporary special event.

E. The mobile food facility shall not obstruct pedestrian or vehicular traffic.

F. No mobile food facility operator shall vend within 50 feet of another mobile food facility or a sidewalk vendor.

G. Vending is prohibited on the exposed street or traffic side of the mobile food facility. No food, food products, goods, or merchandise shall be distributed from the mobile food facility in a manner so as to cause any customer or potential customer to stand in that portion of the street that is open to other vehicles.

H. No part of a mobile food facility or any other equipment or furniture related to the operation of the mobile food facility shall encroach onto a public sidewalk.

I. Vending is permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except that in residential areas vending shall only be permitted between the hours of 9:00 a.m. and 5:00 p.m.

J. Mobile food facility operators shall maintain a clearly designated trash receptacle in the immediate vicinity of the mobile food facility, marked with a sign requesting use by patrons. Prior to leaving any vending location, the vendor shall pick up, remove, and dispose of all trash generated by the vending operations within a 25-foot radius of the vending location.

K. Mobile food facility operators shall maintain and possess at all times while vending proof of liability insurance in the amount required by the City.

L. Mobile food facility operators shall comply with all applicable federal, state, and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; the Americans with Disabilities Act of 1990 and other disability access standards; and traffic, parking, and California Vehicle Code provisions.

M. No mobile food facility shall become a permanent fixture on the vending site or be considered an improvement to real property.

N. The mobile food facility shall be located on surfaces paved with concrete, asphalt or another impervious surface. No liquid can be discharged, including water, grease, oil, etc., onto or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the mobile food facility operator.

O. Excessive smoke, odors, and other air quality nuisances are prohibited.

P. Amplified sound-making devices, including but not limited to loudspeakers and public address systems, are prohibited.

Q. Alcoholic beverages, cannabis, adult-oriented material, tobacco products, products that contain nicotine, or any product used to smoke/vape nicotine or marijuana cannot be sold.

R. Use of an electrical outlet or power source that is owned by the City without consent from the City is prohibited.

S. No mobile food facility operators shall use existing parking spaces on the site for customer queuing, tables, chairs, portable restrooms, signs, and/or any other ancillary equipment. Operators shall not barricade or otherwise set a perimeter around a vending area to obstruct the free movement of pedestrians or cyclists, block the path of a person, or obstruct the free movement of vehicles, bicycles, or parked vehicles.

T. A mobile food facility shall be operated within 200 feet travel distance of an approved and readily available toilet and handwashing facility to ensure that restroom facilities are available to facility employees whenever the mobile food facility is stopped to conduct business for more than a one-hour period.

U. All signage and advertising related in any way to the mobile food facility must be attached to the mobile food facility, and shall not be electrical, flashing, blinking, wind- powered or animated.

5.80.100 Regulations for Vending on Private Property.

In addition to compliance with the operating requirements set forth in Sections 5.80.070 and 5.80.080, any vendor operating or conducting business from a vending cart or mobile food facility on private property shall comply with the following:

A. The vendor shall comply with all applicable zoning regulations and land use entitlements for the private property.

B. Unless vending is otherwise authorized by the applicable zoning regulations and/or land use entitlements for the private property or as otherwise provided for herein, the vendor shall obtain from the Community Development Director an administrative conditional use permit pursuant to Section 17.62.190 prior to engaging any vending activity. Any request for such a permit shall require the written consent of the property owner, which shall be provided to the Community Development Director. In determining whether to grant the administrative conditional use permit, the Community Development Director shall make the following findings: (i) the vending is allowed within the applicable underlying zone or is consistent with the uses permitted in such zone; (ii) the vending will not be detrimental to the public health, safety and welfare or adversely affect property values or the present or future development of the surrounding area; and (iii) the property is physically suitable for the activity. The Community Development Director shall review and approve the administrative conditional use permit application within 30 days of receipt. If the administrative conditional use permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

C. No administrative conditional use permit, however, is required under this Section for the following mobile food facility activities:

1. Mobile food facilities that serve active construction sites as long as the mobile food facility does not vend to the general public during their stop and the stop at the site is no longer than one hour.

2. Mobile food facilities on private property operating solely for private catering purposes as long as the vehicle is situated entirely on private property, service is limited to the guests of the catered event only and no payment transactions occur for individual orders taken by the mobile food facility operator.

3. The mobile food facility is on private property for no more than one hour as long as: (a) vending is authorized by the applicable zoning and/or land use entitlement; and (b) the vendor has the written consent from the property owner and said consent shall be provided to the City upon request.

D. Notwithstanding the foregoing, mobile food facilities may be allowed on private property as a permanent or semi-permanent feature only with the approval of a conditional use permit pursuant to the Covina Town Center Specific Plan.

5.80.110 Permit Rescission.

A. Sidewalk vendors. The Director may rescind a vending permit issued to a sidewalk vendor for a fourth violation or any subsequent violation of this Chapter.

B. Mobile food facility operators. The Director may rescind a vending permit issued to a mobile food facility operator for a first violation or any subsequent violation of this Chapter.

C. Should a vending permit be rescinded, the sidewalk vendor or mobile food facility operator shall be required to cease operation immediately. A sidewalk vendor or mobile food facility operator whose permit is rescinded may apply for a new vending permit upon the expiration of the term of the rescinded permit.

5.80.120 Administrative Citations.

A. Except as provided in Subsection (B) below, any violation of this Chapter is punishable by an administrative citation in following amounts:

1. One hundred dollars ($100) for a first violation.

2. Two hundred dollars ($200) for a second violation within one year of the first violation.

3. Five hundred dollars ($500) for each additional violation within one year of the first violation.

B. Vending without a valid City-issued vending permit is punishable by an administrative citation in the following amounts:

1. Two hundred fifty dollars ($250) for a first violation.

2. Five hundred dollars ($500) for a second violation within one year of the first violation.

3. One thousand dollars ($1,000) for each additional violation within one year of the first violation.

4. Upon proof of a valid vending permit, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in Subsection (A).

C. A violation of this Chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

E. When assessing administrative citations pursuant to this chapter, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of their right to request an ability-to-pay determination and shall make available

instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

F. If the person meets the criteria described in California Government Code Section 68632(a) or (b), the City shall accept, in full satisfaction, 20% of an administrative citation imposed pursuant to this chapter.

G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition.

H. Notwithstanding paragraphs A through G, penalties for violations of this Chapter related to mobile food facility operation shall be as set forth in Chapters 1.16, or 1.26 and any penalties provided therein are cumulative to any other penalty provided by law.

5.80.130 Appeals.

A. Any person aggrieved by the decision of the Director to issue, deny issuance, or rescind a vending permit may file an appeal with the City Clerk within 14 calendar days from the date of the decision. The permit, if one has been issued, shall remain in effect while the appeal is being heard by the Hearing Officer. The Hearing Officer shall make their decision on the basis of the preponderance of the credible evidence presented at the appeal hearing and shall render a decision within 30 days of the hearing to either affirm, reverse, or modify the action of the Director. The decision shall be in writing, and shall set forth the findings and reasons for the decision. The Hearing Officer's decision after such hearing shall be final and conclusive.

B. Except as otherwise specified herein, appeals of administrative citations shall be conducted in accordance with the procedures and requirements Chapter 1.26 of this Code.

5.80.140 Administrative regulations.

The Director may promulgate administrative regulations to implement the provisions of this Chapter, including, but not limited to, permit application procedures and requirements, permit conditions, operating conditions, inspection frequencies, enforcement procedures, location restrictions, or concentration restrictions. No person shall fail to comply with any such regulations.

Section 4. CEQA. The City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) and 15378 of Division 6 of Title 14 of the California Code of Regulations.

Section 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

<u>Section 6</u>. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this Ordinance to be published and/or posted as required by law.

INTRODUCED this ___ day of _____, 2023.

PASSED, APPROVED, AND ADOPTED this____ day of _____, 2023.

City of Covina, California

BY: _____
PATRICIA CORTEZ, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

APPROVED AS TO FORM:

_____
CANDICE K. LEE, City Attorney

ORDINANCE 23-04

AN ORDINANCE OF THE CITY OF COVINA, CALIFORNIA ADDING CHAPTER 5.80 TO TITLE 5, AMENDING SECTION 5.24.100, AND REPEALING SECTION 10.32.150 OF COVINA MUNICIPAL CODE REGARDING REGULATION OF PEDDLERS, SIDEWALK VENDORS, AND MOBILE FOOD FACILITIES AND DETERMINING THE SAME TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Senate Bill ("SB") 946 signed into law on September 17, 2018, and effective January 1, 2019 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with California Government Code Sections 51038 and 51039; and

WHEREAS, California Vehicle Code Section 22455(b) provides that a local authority may, by ordinance, adopt additional requirements for public safety regulating the type of vending and the time, place, and manner of vending from vehicles upon any street; and

WHEREAS, the City of Covina Municipal Code currently does not have a comprehensive street and sidewalk mobile vendor program that regulates stationary and roaming sidewalk vending and mobile food vending in the public right of way; and

WHEREAS, the City Council also recognizes that the act of vending on sidewalks and other areas of the public right-of-way may also create the potential for increased safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic; and

WHEREAS, the City Council finds that restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services; and

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors and mobile food facility operators obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by street and sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

WHEREAS, the City Council finds that restrictions on street and sidewalk vending in public parks is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks; and

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946 and California Vehicle Code Section 22455(b) and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses and visitors.

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

Section 1. The Covina Municipal Code is hereby amended to repeal Section 10.32.150.

Section 2. The Covina Municipal Code is hereby amended to amend Section 5.24.100, which shall read as follows:

"5.24.010 Commercial solicitor defined.

"Commercial solicitor" means any person who engages in the business or occupation of selling or offering for sale any goods, wares or merchandise, or any article or services, or conducting surveys or polls, or any other form of activity involving canvassing, soliciting or peddling from house to house or place to place–within the city. "Commercial solicitor" includes peddlers, hawkers, itinerant vendors, and all similar forms of commercial activity, but excludes charitable and religious solicitations and appeals. For purposes of this Chapter, "commercial solicitor" also excludes sidewalk vendors and mobile food facility operators, which shall be subject to the requirements of Chapter 5.80."

Section 3. The Covina Municipal Code is hereby amended to add a new Chapter 5.80 to Title 5 which shall read as follows:

"CHAPTER 5.80

SIDEWALK VENDORS AND MOBILE FOOD FACILITIES

5.80.010 Definitions

5.80.020 Business license required

5.80.030 Vending permit required

5.80.040 Vending permit application

5.80.050 Criteria for approval or denial of vending permit

5.80.060 Permit expiration and renewal

5.80.070 Permit nontransferable

5.80.080 Sidewalk vendor operating requirements

5.80.090 Mobile food facility operating requirements

5.80.100 Regulations for vending on private property

5.80.110 Permit rescission

5.80.120 Administrative citations

5.80.130 Appeals

5.80.140 Administrative regulations

5.80.010 Definitions.

For purposes of this Chapter, the following words or phrases shall have the following meanings:

A. Certified farmers' market" means a location operated in accordance with Chapter 10.5 of Division 17 of the California Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "Director" means the City Manager or their designee.

C. "Enforcement Official" means the City Manager, the Chief of Police, or either of their designees who is charged with enforcing the Covina Municipal Code.

D. "Food" or "Food Products" mean any item described by California Health and Safety Code Section 113781.

E. "Goods" or "Merchandise" mean any item that is not food or a food product and can be sold and immediately obtained from a sidewalk vendor. Items for rent, subscription plans, and other services shall not be considered goods or merchandise.

F. "Hearing Officer" means any person selected by the City Manager to conduct an administrative hearing that has no bias or pecuniary interest in the matter to be heard.

G. "Mobile Food Facility" has the same meaning as Section 17.04.417 of the Code and means any self-propelled, motorized device or vehicle by which any person or property may be propelled or moved upon a highway (excepting a device moved exclusively by human power), or which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given.

H. "Mobile Food Facility Operator" means any person that operates or assists in the operation of a mobile food facility.

I. "Person" means one or more natural persons, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

J. "Roaming Sidewalk Vendor" means any sidewalk vendor who moves from place to place and stops only to complete a transaction.

K. "Sidewalk Vendor" means any person who vends from a vending cart or from one's person, upon a public sidewalk, parkway, pedestrian path, or other public right-of-way available to pedestrians.

L. "Stationary Sidewalk Vendor" means a sidewalk vendor who vends from a fixed location.

M. "Swap meet" means a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the California Business and Professions Code, and any regulations adopted pursuant to that article.

N. "Temporary special permit" means any permit issued by the City for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary use permit, for purposes including, but not limited to, filming, parades, festivals, or outdoor concerts.

O. "Vend" or "vending" means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

P. "Vending Cart" means any pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for vending, that is not a vehicle as defined in the California Vehicle Code. "Vending Cart" does not include a "Mobile Food Facility."

Q. "Vendor" means a person who vends from a vending cart, from one's person, or from a mobile food facility, including an employee or agent of another.

5.80.020 Business License Required.

All sidewalk vendors and mobile food facility operators desiring to vend in the City shall obtain and maintain a valid business license issued by the City in accordance with Chapter 5.04 of this Code.

5.80.030 Vending Permit Required.

In addition to procuring a business license, as set forth in Section 5.80.020, all sidewalk vendors and mobile food facility operators desiring to vend in the City on public or private property shall first obtain a vending permit. Except as otherwise provided in this chapter, vending from a vending cart, from one's person, or from a mobile food facility on any public street, alley, parkway, sidewalk, or other public property or private property in the City is prohibited.

5.80.040 Vending Permit Application.

To apply for a vending permit, a person must file an application with the Director, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

A. The legal name and current address and telephone number of the applicant;

B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

C. A description of the food or merchandise offered for sale;

D. A photograph of the mobile food facility or vending cart. If the applicant intends to use a mobile food facility, a description of the type of vehicle to be used, the vehicle's registration and license number, and the applicant's California driver's license numbers);

E. Whether the applicant intends to operate as a stationary sidewalk vendor, a roaming sidewalk vendor, or a mobile food facility operator;

F. A description of the streets, rights-of-way, or other locations in which the applicant intends to vend;

G. A California seller's permit number pursuant to California Revenue and Taxation Code § 6067;

H. If a vendor of food or food products, certification to completion of a food handler course and proof of all required approvals from the Los Angeles County Department of Public Health, including a valid and current Mobile Food Facility permit;

I. Proof of liability insurance in the amount and subject to the terms on file with the City's Risk Manager. The City's Risk Manager shall promulgate provisions regarding insurance requirements for sidewalk vendors and mobile food facilities and shall be in an amount which is determined to be sufficient to adequately protect the City, persons, and property for injuries or damages which may be caused by activity under this Chapter;

J. Certification by the applicant that the information contained in the application is true to their knowledge and belief; and

K. Any other reasonable information regarding the time, place, and manner of the proposed vending.

5.80.050 Criteria for Approval or Denial of Vending Permit.

The Director, or their designee, shall approve the issuance of a vending permit unless he or she determines that:

A. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;

B. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents;

C. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in this Chapter; or

D. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of this Chapter.

If the vending permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

5.80.060 Permit Expiration and Renewal.

A vending permit shall be valid for 12 months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of their active vending permit.

5.80.070 Permit Nontransferable.

No vending permit granted pursuant to this chapter shall be transferable.

5.80.080 Sidewalk Vendor Operating Requirements.

Sidewalk vendors shall comply with the following standards and conditions:

A. Sidewalk vendors shall maintain at all times while vending a valid vending permit, a valid business license in accordance with Chapter 5.04 of this Code, and any other permit(s) or license(s) required by the City or other governmental agencies. A current, valid business license sticker shall be affixed in plain view to the vending cart. Vendors of food or food products shall in addition affix in plain view to the vending cart a current, valid Los Angeles County Department of Public Health Letter Grade and a certification sticker indicating that it is a permitted food facility.

B. No sidewalk vendor shall vend in the following locations:

1. Within twenty feet of any street intersection;

2. Within twenty feet of any driveway or driveway apron;

3. Upon or within any roadway, median strip, frontage median, or dividing section;

4. Within 300 feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;

5. Within 300 feet of the nearest property line of any property on which a school building is located, between the hours of 8:00 a.m. and 4:00 p.m., each day that school is in session. This prohibition will not apply if the school principal gives the pushcart vendor written permission to enter or park on school property. The sidewalk vendor shall provide a copy of that authorization to the City within five days of its receipt, and possess a copy while vending to provide upon request to any Enforcement Official. For the purposes of this section, “school” includes a licensed daycare; or

6. Within 300 feet of an area designated for a temporary special event permit for the duration of the temporary special permit, provided that any notice provided by the City to affected businesses or property owners under such special event permit is also provided to sidewalk vendors with a valid current vending permit issued pursuant to this Chapter. Such notice may be provided by posting notice at the location of the temporary special event.

7. Within any public property other than a public sidewalk or other pedestrian path as provided herein, including, without limitation, streets, alleys, plazas, and City-owned parking.

C. No sidewalk vendor shall vend in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than four feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices.

D. No sidewalk vendor shall block or impede access to bicycle racks, bus stops, parking meters, required accessibility routes and curb cuts, trash enclosure areas or trash bins, fire hydrants, fire call boxes, or other emergency facilities.

E. No sidewalk vendor shall vend within 50 feet of another sidewalk vendor or a mobile food facility.

F. No sidewalk vendor shall distribute any item from the vending cart in a manner that causes any person to stand in the street.

G. Sidewalk vendors shall not offer, provide, rent, or sell a service that is neither defined as merchandise or food.

H. Vending is permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:

1. In residential areas, vending shall be permitted between the hours of 9:00 a.m. and 5:00 p.m.

2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.

3. In City parks, vending shall be permitted only during the open hours of the park.

I. Stationary sidewalk vendors shall obtain an encroachment permit, and must operate exclusively from the location and for the time periods designated by the encroachment permit.

J. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential.

K. Stationary sidewalk vendors shall not vend at any park where the City or the park operator has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

L. Sidewalk vendors shall maintain a clearly designated trash receptacle in the immediate vicinity of the vending cart, marked with a sign requesting use by patrons. Prior to leaving any vending location, the vendor shall pick up, remove, and dispose of all trash generated by the vending operations within a 25-foot radius of the vending location.

M. Sidewalk vendors shall maintain and possess at all times while vending proof of liability insurance in the amount required by the City.

N. Sidewalk vendors of food or food products shall possess and display in plain view on the vending cart a valid health permit from the Los Angeles County Department of Public Health.

O. Sidewalk vendors shall comply with all applicable state and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).

P. All vending carts must comply with the following requirements:

1. While in operation, all sidewalk vending equipment must not exceed a maximum length of six feet and a maximum width of four feet;

2. All vendors must maintain an unobstructed view over 4 feet in height from the ground to the tabletop structure of their sidewalk vending equipment; or

3. A sidewalk vendor may have one umbrella. When in use, the umbrella shall not exceed 10 feet in height as measured from ground level to its highest point. The umbrella cannot be attached to any public or private fixture, such as the sidewalk, street furniture, fence, bench, or trees. The umbrella must be made of a sturdy and safe material and must be attached and anchored to the sidewalk vending equipment in such a way that sudden bursts of wind will not dislodge it.

Q. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property. No sidewalk vendor shall erect, place, or maintain any tent, canopy or other temporary shelter (excluding one umbrella) in the public right-of-way, a park, or sidewalk.

R. All sidewalk vendors shall be limited to two chairs. The chairs may be placed behind or next to (but not in front of) the vending cart.

S. All food and merchandise shall be stored inside of or affixed to the vending cart, or carried by the sidewalk vendor, and cannot be stored, placed, or kept on any public property.

T. No sidewalk vending cart or other vending equipment shall be left unaccompanied, stored, parked, or left overnight on any public property or public right-of-way.

U. Vending carts shall not touch, lean against or be affixed at any time to any building or structure including, but not limited to poles, signs, trees, lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans or traffic barriers, or other objects on public property or in the public right-of-way.

V. All vending carts shall be accompanied during all hours of operation by at least one individual whose name and contact information has been previously provided to the City.

W. All signage and advertising related in any way to the sidewalk vendor must be attached to the vending cart or the sidewalk vendor's person, and shall not be electrical, flashing, wind- powered or animated.

X. Sidewalk vendors shall immediately clean up any food, grease or other fluid or item related to sidewalk vending activities that falls on public property. No liquid can be discharged, including water, grease, oil, etc., onto or into City property, including but not limited to streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the vendor.

Y. No sidewalk vendor may persistently and importunely engage in vending with a person after that person has indicated that he or she is not interested in the things being vended.

Z. The use of propane, natural gas, batteries and other explosive or hazardous materials, the burning of wood or charcoal, and the utilization of open flames is prohibited.

AA. Excessive smoke, odors, and other air quality nuisances are prohibited.

BB. Amplified sound-making devices, including but not limited to loudspeakers and public address systems, are prohibited.

CC. Alcoholic beverages, cannabis, adult-oriented material, tobacco products, products that contain nicotine, or any product used to smoke/vape nicotine or marijuana cannot be sold.

DD. Use of an electrical outlet or power source that is owned by the City without consent from the City is prohibited.

EE. Sidewalk vendors may not barricade or otherwise set a perimeter around a vending area to obstruct the free movement of pedestrians or cyclists, block the path of a person, or obstruct the free movement of vehicles, bicycles, or parked vehicles.

5.80.090 Mobile Food Facility Operating Requirements.

Mobile food facility operators shall comply with the following standards and conditions:

A. Mobile food facility operators shall obtain and maintain at all times while vending a valid vending permit, a valid business license in accordance with Chapter 5.04 of this Code, and any other permit(s) or license(s) required by the City or other governmental agencies. A current, valid business license sticker shall be affixed to the back of the mobile food facility. Vendors of food or food products shall in addition affix to the lower left-hand side of the windshield a current, valid Los Angeles County Department of Public Health Letter Grade and a certification sticker indicating that it is a permitted food facility.

B. In addition to any other equipment required by law, each mobile food facility shall be equipped with the following:

1. A convex mirror mounted so that the driver can see the area in front of the truck that is obscured by the truck's hood; and

2. A back-up alarm audible for a distance of at least 100 feet.

C. Lettering showing the mobile food facility operator or owner's name, business address, and telephone number shall be permanently affixed to both sides of the mobile food facility in a conspicuous place. The lettering shall at all times be visible, shall not be less than four inches in height, and shall be in contrast to the color of the background upon which it is placed.

D. No mobile food facility operator shall vend in the following locations:

1. Within 100 feet of any street intersection controlled by a crosswalk, traffic light, or stop sign;

2. Within twenty feet of any driveway or driveway apron;

3. Within any publicly-owned or operated parking lot, unless the mobile food facility operator has written permission of the owner and complies with the provisions of section 5.80.090;

4. Within 300 feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;

5. Within 300 feet of the nearest property line of any property on which a school building is located, between the hours of 8:00 a.m. and 4:00 p.m. each day that school is in session. This prohibition will not apply if the school principal gives the mobile food facility operator written permission to enter or park on school property. The mobile food facility operator shall provide a copy of that authorization to the City within five days of its receipt, and possess a copy while vending to provide upon request to any Enforcement Official; or

6. Within 300 feet of an area designated for a temporary special event permit for the duration of the temporary special permit, provided that any notice provided by the City to affected businesses or property owners under such special event permit is also provided to mobile food facility operators with a valid current vending permit issued pursuant to this Chapter. Such notice may be provided by posting notice at the location of the temporary special event.

E. The mobile food facility shall not obstruct pedestrian or vehicular traffic.

F. No mobile food facility operator shall vend within 50 feet of another mobile food facility or a sidewalk vendor.

G. Vending is prohibited on the exposed street or traffic side of the mobile food facility. No food, food products, goods, or merchandise shall be distributed from the mobile food facility in a manner so as to cause any customer or potential customer to stand in that portion of the street that is open to other vehicles.

H. No part of a mobile food facility or any other equipment or furniture related to the operation of the mobile food facility shall encroach onto a public sidewalk.

I. Vending is permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except that in residential areas vending shall only be permitted between the hours of 9:00 a.m. and 5:00 p.m.

J. Mobile food facility operators shall maintain a clearly designated trash receptacle in the immediate vicinity of the mobile food facility, marked with a sign requesting use by patrons. Prior to leaving any vending location, the vendor shall pick up, remove, and dispose of all trash generated by the vending operations within a 25-foot radius of the vending location.

K. Mobile food facility operators shall maintain and possess at all times while vending proof of liability insurance in the amount required by the City.

L. Mobile food facility operators shall comply with all applicable federal, state, and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; the Americans with Disabilities Act of 1990 and other disability access standards; and traffic, parking, and California Vehicle Code provisions.

M. No mobile food facility shall become a permanent fixture on the vending site or be considered an improvement to real property.

N. The mobile food facility shall be located on surfaces paved with concrete, asphalt or another impervious surface. No liquid can be discharged, including water, grease, oil, etc., onto or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the mobile food facility operator.

O. Excessive smoke, odors, and other air quality nuisances are prohibited.

P. Amplified sound-making devices, including but not limited to loudspeakers and public address systems, are prohibited.

Q. Alcoholic beverages, cannabis, adult-oriented material, tobacco products, products that contain nicotine, or any product used to smoke/vape nicotine or marijuana cannot be sold.

R. Use of an electrical outlet or power source that is owned by the City without consent from the City is prohibited.

S. No mobile food facility operators shall use existing parking spaces on the site for customer queuing, tables, chairs, portable restrooms, signs, and/or any other ancillary equipment. Operators shall not barricade or otherwise set a perimeter around a vending area to obstruct the free movement of pedestrians or cyclists, block the path of a person, or obstruct the free movement of vehicles, bicycles, or parked vehicles.

T. A mobile food facility shall be operated within 200 feet travel distance of an approved and readily available toilet and handwashing facility to ensure that restroom facilities are available to facility employees whenever the mobile food facility is stopped to conduct business for more than a one-hour period.

U. All signage and advertising related in any way to the mobile food facility must be attached to the mobile food facility, and shall not be electrical, flashing, blinking, wind- powered or animated.

5.80.100 Regulations for Vending on Private Property.

In addition to compliance with the operating requirements set forth in Sections 5.80.070 and 5.80.080, any vendor operating or conducting business from a vending cart or mobile food facility on private property shall comply with the following:

A. The vendor shall comply with all applicable zoning regulations and land use entitlements for the private property.

B. Unless vending is otherwise authorized by the applicable zoning regulations and/or land use entitlements for the private property or as otherwise provided for herein, the vendor shall obtain from the Community Development Director an administrative conditional use permit pursuant to Section 17.62.190 prior to engaging any vending activity. Any request for such a permit shall require the written consent of the property owner, which shall be provided to the Community Development Director. In determining whether to grant the administrative conditional use permit, the Community Development Director shall make the following findings: (i) the vending is allowed within the applicable underlying zone or is consistent with the uses permitted in such zone; (ii) the vending will not be detrimental to the public health, safety and welfare or adversely affect property values or the present or future development of the surrounding area; and (iii) the property is physically suitable for the activity. The Community Development Director shall review and approve the administrative conditional use permit application within 30 days of receipt. If the administrative conditional use permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

C. No administrative conditional use permit, however, is required under this Section for the following mobile food facility activities:

1. Mobile food facilities that serve active construction sites as long as the mobile food facility does not vend to the general public during their stop and the stop at the site is no longer than one hour.

2. Mobile food facilities on private property operating solely for private catering purposes as long as the vehicle is situated entirely on private property, service is limited to the guests of the catered event only and no payment transactions occur for individual orders taken by the mobile food facility operator.

3. The mobile food facility is on private property for no more than one hour as long as: (a) vending is authorized by the applicable zoning and/or land use entitlement; and (b) the vendor has the written consent from the property owner and said consent shall be provided to the City upon request.

D. Notwithstanding the foregoing, mobile food facilities may be allowed on private property as a permanent or semi-permanent feature only with the approval of a conditional use permit pursuant to the Covina Town Center Specific Plan.

5.80.110 Permit Rescission.

A. Sidewalk vendors. The Director may rescind a vending permit issued to a sidewalk vendor for a fourth violation or any subsequent violation of this Chapter.

B. Mobile food facility operators. The Director may rescind a vending permit issued to a mobile food facility operator for a first violation or any subsequent violation of this Chapter.

C. Should a vending permit be rescinded, the sidewalk vendor or mobile food facility operator shall be required to cease operation immediately. A sidewalk vendor or mobile food facility operator whose permit is rescinded may apply for a new vending permit upon the expiration of the term of the rescinded permit.

5.80.120 Administrative Citations.

A. Except as provided in Subsection (B) below, any violation of this Chapter is punishable by an administrative citation in following amounts:

1. One hundred dollars ($100) for a first violation.

2. Two hundred dollars ($200) for a second violation within one year of the first violation.

3. Five hundred dollars ($500) for each additional violation within one year of the first violation.

B. Vending without a valid City-issued vending permit is punishable by an administrative citation in the following amounts:

1. Two hundred fifty dollars ($250) for a first violation.

2. Five hundred dollars ($500) for a second violation within one year of the first violation.

3. One thousand dollars ($1,000) for each additional violation within one year of the first violation.

4. Upon proof of a valid vending permit, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in Subsection (A).

C. A violation of this Chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

E. When assessing administrative citations pursuant to this chapter, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of their right to request an ability-to-pay determination and shall make available

instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

F. If the person meets the criteria described in California Government Code Section 68632(a) or (b), the City shall accept, in full satisfaction, 20% of an administrative citation imposed pursuant to this chapter.

G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition.

H. Notwithstanding paragraphs A through G, penalties for violations of this Chapter related to mobile food facility operation shall be as set forth in Chapters 1.16, or 1.26 and any penalties provided therein are cumulative to any other penalty provided by law.

5.80.130 Appeals.

A. Any person aggrieved by the decision of the Director to issue, deny issuance, or rescind a vending permit may file an appeal with the City Clerk within 14 calendar days from the date of the decision. The permit, if one has been issued, shall remain in effect while the appeal is being heard by the Hearing Officer. The Hearing Officer shall make their decision on the basis of the preponderance of the credible evidence presented at the appeal hearing and shall render a decision within 30 days of the hearing to either affirm, reverse, or modify the action of the Director. The decision shall be in writing, and shall set forth the findings and reasons for the decision. The Hearing Officer's decision after such hearing shall be final and conclusive.

B. Except as otherwise specified herein, appeals of administrative citations shall be conducted in accordance with the procedures and requirements Chapter 1.26 of this Code.

5.80.140 Administrative regulations.

The Director may promulgate administrative regulations to implement the provisions of this Chapter, including, but not limited to, permit application procedures and requirements, permit conditions, operating conditions, inspection frequencies, enforcement procedures, location restrictions, or concentration restrictions. No person shall fail to comply with any such regulations.

Section 4. CEQA. The City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) and 15378 of Division 6 of Title 14 of the California Code of Regulations.

Section 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this Ordinance to be published and/or posted as required by law.

INTRODUCED this ___ day of _____, 2023.

PASSED, APPROVED, AND ADOPTED this____ day of _____, 2023.

City of Covina, California

BY: _____
PATRICIA CORTEZ, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

APPROVED AS TO FORM:

_____
CANDICE K. LEE, City Attorney

ITEM # 11.c.

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Approving Covina Town Center Specific Plan (CTCSP) Amendment No. 4 and Making a Determination of Exemption Under California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15061(b)(3)

Presented by: Brian K. Lee, AICP, Director of Community Development

Recommendation: Adopt Resolution CC 2023-23 approving Covina Town Center Specific Plan (CTCSP) Amendment No. 4 by amending various chapters as follows: adding land use categories and establishing core downtown area prohibiting cannabis businesses in Chapter 3; clarifying residential ground floor height for Table 4-1 Building Form, and adding sign standards in Chapter 4; adding new definitions in Chapter 7; and making a determination of exemption under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), and that no further environmental review is required, Guidelines Section 15162.

EXECUTIVE SUMMARY:

The proposed Covina Town Center Specific Plan (Specific Plan) amendment No. 4 is to follow up on a City Council's directive to amend the Specific Plan by defining the downtown core area prohibiting cannabis businesses. This directive resulted from the newly adopted Ordinance 23-01 establishing new regulations for the cannabis business. Another reason for the Specific Plan amendment was to expand and add new land use categories, sign standards, a minor edit to Table 4-1 on Building Form, and new definitions. A goal of the Specific Plan is economic development by leveraging the downtown area to enhance existing businesses and attracting and growing new businesses.

On March 28, 2023, the Planning Commission conducted a public hearing and considered the proposed Specific Plan Amendment No. 4. There were no public comments for the proposed amendment. After receiving oral and written reports, the Planning Commission concluded the hearing and adopted Resolution No. 2023-004 PC by a unanimous vote (5-0-0), recommending to the City Council the approval of CEQA exemption and Specific Plan Amendment No. 4.

DISCUSSION:

The following paragraphs list and summarize the proposed changes and minor edits to multiple pages of Chapters 3, 4, and 7, as illustrated in Exhibit A of the attached draft City Council Resolution:

1. Amend Chapter 3, Land Use and Zoning, as follows:
   a. Modify Figure 3-1 Zoning Designation by adding the defined boundary prohibiting cannabis business in the downtown core area.
   b. Modify Allowable Land Uses on Table 3-2 for page 3-22 through page 3-35:
      - Add Entertainment and Performance Arts Theatre with ancillary uses in the Historic Core zone (page 3-24). The City is the property owner of the Covina Performing Arts Theatre.
      - Add indoor and outdoor recreation facilities as conditionally permitted use within the F.A.I.R., Historic Core, Civic Core, and Cultural Core zones (page 3-24).
      - Add pop-up food truck on private property, subject to conditional use permit for F.A.I.R., Historic Core, Civic Core, and Cultural Core zones (page 3-25).
      - Add shared space retail/service (Food Halls) within the Cultural Core zone (page 3-26).

- Expand the boutique winery, brewery and distill alcohol with on-site tasting use, subject to a Conditional Use Permit in the Civic Core and Cultural Core zones (page 3-27).
- Add cultural/civic facilities (non-government) and government facilities as permitted use to the Mixed-use, F.A.I.R., and Historic Core zones (page 3-27).
- Expand utilities as permitted use within the Mixed-use, F.A.I.R., and Historic Core zones (page 3-28).
- Add live/work unit use to TOD/HDR, Civic, and Cultural Core zones. Add multi-family use to the Civic Core zone (page 3-20).
- Add small and large family day care facilities to Residential Town Center East, Residential Town Center West, Neighborhood, TOD/HDR, Mixed-use, F.A.I.R., Historic Core, and Cultural Core zones (page 3-31). Small family day care is defined as up to 6 children. Large family day care is defined as 7 and 14 children.
- Add cannabis businesses to Mixed-use and F.A.I.R. zones, subject to a conditional use permit, the new Covina Municipal Code Chapter 5.28 cannabis business permit process, and Chapter 17.84 cannabis prohibitions and regulations (page 3-31).
- Expand the office (general) use to include maker spaces, co-working spaces, conference spaces, and network mixer spaces. Eliminate the restriction of not allowing ground floor office space in the F.A.I.R. zone (page 3-32).
- Under the Prohibition Uses of page 3-33, modify commercial cannabis activity by identifying the land use zones that allow cannabis businesses subject to CMC Chapter 5.80 and Chapter 17.62 and Chapter 17.84, and Figure 3-2 (page 3-33 and page 3-44).
- Add Figure 3-2, a map showing the Core Downtown Area Prohibiting Cannabis Businesses (page 3-34).

2. Amend Chapter 4 Design Guidelines and Standards as follows:
   a. Eliminate the required 10-foot minimum ground floor height for a residential project (page 4-29).
   b. Modify the sign standards on page 4-60, allowing "painted sign" or "wall sign display above the second story," if it is historically accurate for the historic structure or contributes to the significance of the historic area, subject to the Director's review and approval (page 4-60).

3. Amend Chapter 7 Glossary as follows:
   a. Add indoor and outdoor recreation facility definitions (page 7-4).
   b. Modify office (general) definition to include maker spaces, co-working spaces, network mixer spaces, and conference spaces (page 7-12).

FISCAL IMPACT:

The staff does not expect any fiscal impacts related to the Covina Town Center Specific Plan Amendment No. 4.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Pursuant to the California Environmental Quality Act (CEQA), the City has analyzed the project, proposed Covina Town Center Specific Plan Amendment No. 4, and concluded that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), because the activity in question does not have a significant effect on the physical environment. Furthermore, the City has determined that the project does not involve substantial changes which will result in new significant environmental effects, or impacts of substantially greater severity, substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will result in new significant environmental effects or substantially more severe impacts, and that the project does not involve new information of substantial importance, which shows that the project will have significant effects not discussed in the prior EIR (SCH – 2018081009) and SOC. All potential environmental impacts associated with the adoption of the 2019 Covina Town Center Specific Plan (CTCSP) are adequately addressed by the prior certified EIR (SCH – 2018081009) and SOC, and the mitigation measures contained in the prior certified EIR (SCH – 2018081009) will reduce those impacts to a level that is less than significant. The CTCSP EIR serves as the

previous CEQA document considered in this CEQA Analysis and is hereby incorporated by reference. Therefore, no further environmental review is required for the proposed project pursuant to CEQA Guidelines Section 15162. Furthermore, on February 21, 2023, the City Council adopted the Final Initial Study/Mitigated Negative Declaration, including the Mitigation Monitoring and Reporting Program for the adoption of an Ordinance regulating cannabis businesses.

Respectfully submitted,

Brian K. Lee
Director of Community Development

RESOLUTION CC 2023-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING COVINA TOWN CENTER SPECIFIC PLAN AMENDMENT (CTCSPA) NO. 4, AMENDING VARIOUS CHAPTERS AS FOLLOWS: ADDING LAND USE CATEGORIES AND ESTABLISHING CORE DOWNTOWN AREA PROHIBITING CANNABIS BUSINESSES IN CHAPTER 3; CLARIFYING RESIDENTIAL GROUND FLOOR HEIGHT FOR TABLE 4-1 BUILDING FORM, AND ADDING SIGN STANDARDS IN CHAPTER 4; ADDING NEW DEFINITIONS IN CHAPTER 7; AND MAKING A DETERMINATION OF EXEMPTION PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT AND THAT NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED

WHEREAS, on November 29, 2019, the City Council of the City of Covina adopted Resolution CC 19-112 and certified the Final Environmental Impact Report (Final EIR) for the Covina Town Center Specific Plan (CTCSP) Project as being in compliance with the California Environmental Quality Act (CEQA). The City Council further adopted Environmental Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the CTCSP Project. The City Council further determined that all of the findings were based upon the information and evidence set forth in the Final EIR and in the record of the proceedings. The City Council further determined that each of the overriding benefits stated in the Findings and the Statement of Overriding Considerations were justified despite any significant unavoidable impacts identified in the Final EIR; and

WHEREAS, on September 1, 2020 and September 20, 2022, the City Council approved CTCSP Amendments Nos. 1, 2 and 3, which provided clarification as to where uses could occur that may require their own specific CEQA assessment on a case by case basis, and provided further definitions clarifying the uses and activities already listed as permitted or permitted with the approval of a conditional use permit; and

WHEREAS, the long term strategies of the Covina Town Center Specific Plan are to promote transit-oriented development, increase opportunities of rail ridership, improve first/last mile opportunities, and revitalize and reinvigorate Covina's town center; and

WHEREAS, staff has found there is a need to modify chapter 3 and add new land use categories and expand the local market on experiences, goods and services not currently available in the specific plan area, and to further improve, add and clarify standards and guidelines regarding building height and signs within chapter 4, and add new definitions in Chapter 7; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City has analyzed the project, proposed Covina Town Center Specific Plan Amendment No. 4, and concluded that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), because the activity in question does not have a significant effect on the physical environment. Furthermore, the City has determined that the project does not involve substantial changes which will result in new significant environmental effects, or impacts of substantially greater severity, substantial changes have not occurred with respect to the circumstances under which the project is undertaken which

will result in new significant environmental effects or substantially more severe impacts, and that the project does not involve new information of substantial importance, which shows that the project will have significant effects not discussed in the prior EIR (SCH – 2018081009) and SOC. All potential environmental impacts associated with the adoption of the 2019 Covina Town Center Specific Plan (CTCSP) are adequately addressed by the prior certified EIR (SCH – 2018081009) and SOC, and the mitigation measures contained in the prior certified EIR (SCH – 2018081009) will reduce those impacts to a level that is less than significant. The CTCSP EIR serves as the previous CEQA document considered in this CEQA Analysis and is hereby incorporated by reference. Therefore, no further environmental review is required for the proposed project pursuant to CEQA Guidelines Section 15162; and

WHEREAS, on March 28, 2023, the Planning Commission conducted a duly noticed public hearing and considered the proposed Covina Town Center Specific Plan Amendment No. 4. After receiving oral and written evidence, and public input, the Planning Commission concluded the hearing on that date, and by a 5-0-0 vote, adopted Resolution No. 2023-004 PC recommending to the City Council the approval of the Covina Town Center Specific Plan Amendment No. 4 and a determination of CEQA exemption; and

WHEREAS, on April 18, 2023, the City Council of the City of Covina held a duly noticed public hearing as prescribed by law to consider the proposed Covina Town Center Specific Plan Amendment No. 4, and any comments received prior to or at the public hearing, at which time staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to proposed Covina Town Center Specific Plan Amendment No. 4. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Covina Town Center Specific Plan Amendment No. 4, the City Council closed the public hearing on that same date; and

WHEREAS, all legal prerequisites prior to adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2. In considering this application relative to the California Environmental Quality Act (CEQA) Guidelines, the City Council affirms the determination of the Planning Commission that the Covina Town Center Specific Plan Amendment No. 4 is not subject to the CEQA pursuant to CEQA Guidelines Sections 15061(b)(3). 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. Further, the City Council determined that the proposed Amendment No. 4 does not involve substantial changes which will result in new significant environmental effects, or impacts of substantially greater severity, substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will result in new significant environmental effects or substantially more severe impacts, and that the project does not involve new information of substantial importance, which shows that the project will have significant effects not discussed in the prior EIR (SCH – 2018081009) and SOC. All potential environmental impacts associated with the adoption of the 2019 Covina Town Center

Specific Plan (CTCSP) are adequately addressed by the prior certified EIR (SCH – 2018081009) and SOC, and the mitigation measures contained in the prior certified EIR (SCH – 2018081009) will reduce those impacts to a level that is less than significant. The CTCSP EIR serves as the previous CEQA document consider in this CEQA analysis and is hereby incorporated by reference. Therefore, no further environmental review is required for the proposed project pursuant to CEQA Guidelines Section 15162.

SECTION 3. The City Council has reviewed the proposed CTCSP Amendment No. 4, the Planning Commission hearing input and reports, and all evidence received by the Planning Commission and at the City Council hearings, and all documents and evidences are hereby incorporated by reference into this Resolution. After giving full consideration to all evidence presented at the public hearing, both oral and written, and after being fully informed, the City Council does hereby find and decide that the proposed CTCSP Amendment No. 4 is consistent with the public interest and with the City's General Plan for the following reasons:

a. The proposed CTCSP Amendment No. 4 meet the long term strategies of the Specific Plan to promote transit-oriented development, increase opportunities of rail ridership, improve first/last mile opportunities, and revitalize and reinvigorate Covina's town center;

b. The proposed CTCSP Amendment No. 4 is a unique opportunity to facilitate redevelopment that capitalizes on Covina's downtown strengths, and focuses on access to the regional transportation network (Land Use Element III C.1.a.6); and

SECTION 4. In consideration of the findings stated above, the City Council of the City of Covina does hereby approve Covina Town Center Specific Plan (CTCSP) Amendment No. 4, as set forth below and in Exhibit "A" (Amendments) incorporated herein by this reference as though set forth in full.

1. Amend Chapter 3, Land Use and Zoning, as follows:
   a. Modify Figure 3-1 Zoning Designation by adding the defined boundary prohibiting cannabis business in the downtown core area.
   b. Modify Allowable Land Uses on Table 3-2 for page 3-22 through page 3-35 :
      - Add Entertainment and Performance Arts Theatre with ancillary uses in the Historic Core zone (page 3-24). The City is the property owner of the Covina Performing Arts Theatre.
      - Add indoor and outdoor recreation facilities as conditionally permitted use within the F.A.I.R., Historic Core, Civic Core, and Cultural Core zones (page 3-24).
      - Add pop-up food truck on private property, subject to conditional use permit for F.A.I.R., Historic Core, Civic Core, and Cultural Core zones (page 3-25).
      - Add shared space retail/service (Food Halls) within the Cultural Core zone (page 3-26).
      - Expand the boutique winery, brewery and distill alcohol with on-site tasting use, subject to a Conditional Use Permit in the Civic Core and Cultural Core zones (page 3-27).
      - Add cultural/civic facilities (non-government) and government facilities as permitted use to the Mixed-use, F.A.I.R., and Historic Core zones (page 3-27).

- Expand utilities as permitted use within the Mixed-use, F.A.I.R., and Historic Core zones (page 3-28).
- Add live/work unit use to TOD/HDR, Civic, and Cultural Core zones. Add multi-family use to the Civic Core zone (page 3-20).
- Add small and large family day care facilities to Residential Town Center East, Residential Town Center West, Neighborhood, TOD/HDR, Mixed-use, F.A.I.R., Historic Core, and Cultural Core zones (page 3-31). Small family day care is defined as up to 6 children. Large family day care is defined as 7 and 14 children.
- Add cannabis businesses to Mixed-use and F.A.I.R. zones, subject to a conditional use permit, the new Covina Municipal Code Chapter 5.28 cannabis business permit process, and Chapter 17.84 cannabis prohibitions and regulations (page 3-31).
- Expand the office (general) use to include maker spaces, co-working spaces, conference spaces, and network mixer spaces. Eliminate the restriction of not allowing ground floor office space in the F.A.I.R. zone (page 3-32).
- Under the Prohibition Uses of page 3-33, modify commercial cannabis activity by identifying the land use zones that allow cannabis businesses subject to CMC Chapter 5.80 and Chapter 17.62 and Chapter 17.84, and Figure 3-2 (page 3-33 and page 3-44).
- Add Figure 3-2, a map showing the Core Downtown Area Prohibiting Cannabis Businesses (page 3-34).

2. Amend Chapter 4 Design Guidelines and Standards as follows:
   a. Eliminate the required 10-foot minimum ground floor height for a residential project (page 4-29).
   b. Modify the sign standards on page 4-60, allowing "painted sign" or "wall sign display above the second story," if it is historically accurate for the historic structure or contributes to the significance of the historic area, subject to the Director's review and approval (page 4-60).

3. Amend Chapter 7 Glossary as follows:
   a. Add definitions for indoor recreation facilities and outdoor recreation facilities (page 7-4).
   b. Modify office (general) definition to include maker spaces, co-working spaces, network mixer spaces, and conference spaces (page 7-12).

SECTION 5. The documents and materials that constitute the record of proceedings on which these findings and this Resolution are based are located at the City Clerk's Office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

SECTION 6. Effective Date. This Resolution shall be effective upon adoption.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter the same in the Book of Original Resolutions.

SIGNED AND APPROVED this 18th day of April, 2023.

City of Covina, California

BY: _____
WALT ALLEN, III, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

CERTIFICATION

Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-23 duly adopted by the City Council of the City of Covina at a regular meeting held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

EXHIBIT A

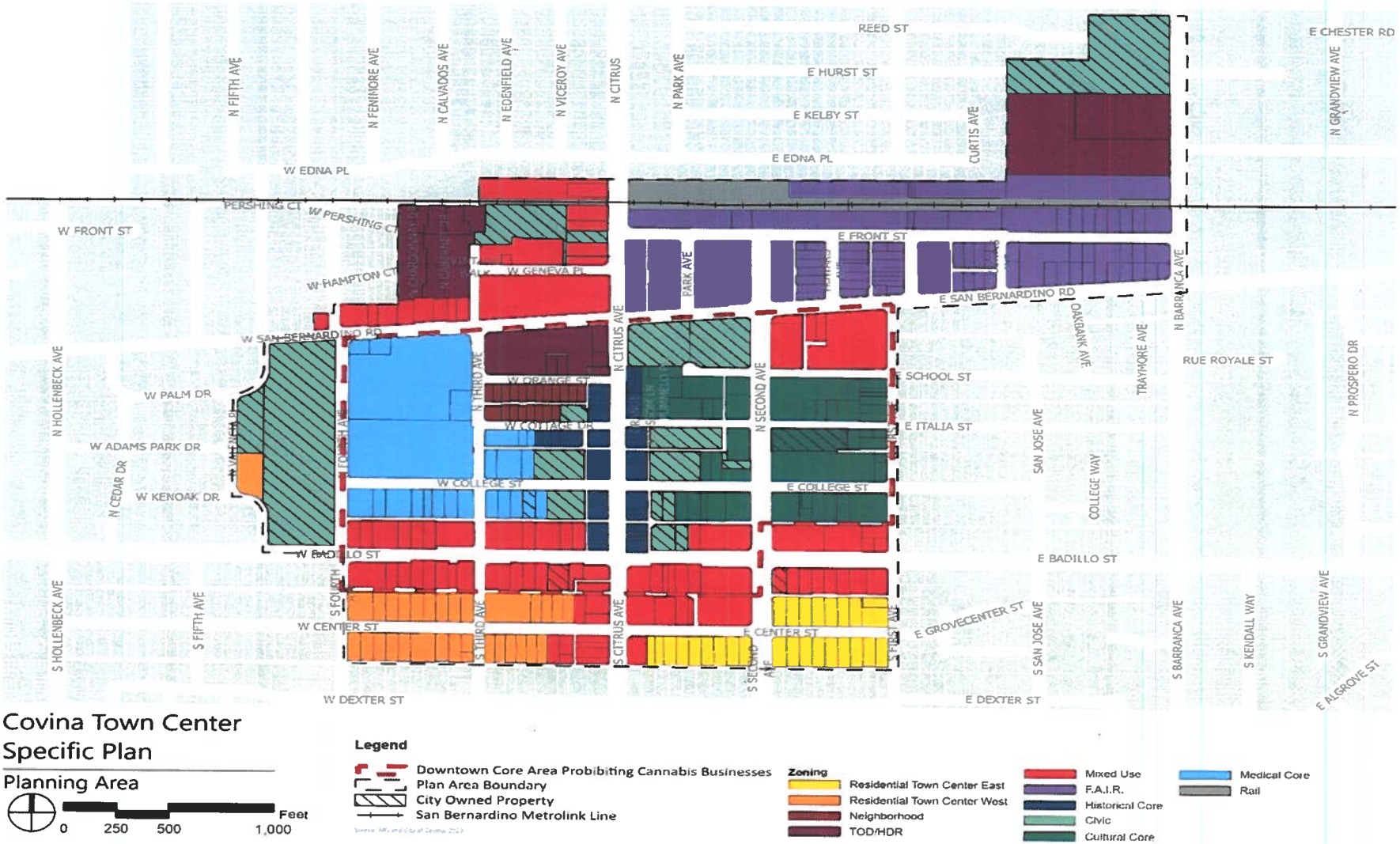
COVINA TOWN CENTER SPECIFIC PLAN AMENDMENT NO. 4

CHANGES TO VARIOUS PAGES OF CHAPTERS 3, 4, AND 7

11 ZONING DESIGNATIONS (Revised 9-20-22)

Figure 3-1

The CTCSP zoning designations **regulate the allowable uses within the Plan area (Figure 3-1 and Table 3-1)**. The descriptions for each land use designation below reflect future conditions



ALLOWABLE LAND USE BY ZONING DESIGNATION

Allowed land uses within the CTCSP are listed in **Table 3-2**. Certain uses may be subject to special conditions regarding the location, operation, design, or special permitting requirements of the use. Following an application submittal, the Community Development Director or his/her designee shall determine as to whether the proposed use is permitted, conditionally permitted, prohibited, or allowed as a temporary or accessory use to a permitted use.

- A Permitted Use (P) is allowed without discretionary approval and subject to all applicable provisions of this Specific Plan.
- A Conditionally Permitted Use (CUP) requires discretionary approval in the form of a Conditional Use Permit authorized by the Planning Commission and subject to the requirements outlined in CMC Chapter 17.62.
- An accessory use (A) refers to a use that is customarily incidental and subordinate to a primary use of the land or building and located on the same lot with the primary use or building.
- Any use not specifically listed in Table 3-2 shall be interpreted as not allowed in the Covina Town Center.
- Uses specifically not allowed in this Specific Plan are indicated by (—).

It is not possible to anticipate every land use that might be proposed and suitable in the future. Uses not listed in the table, unless determined to be substantially similar[1] to a listed use, following an application for use determination, the Director of Community Development of his/her designee shall decide whether the proposed use is permitted, conditionally permitted, prohibited, or allowed as a temporary or accessory use to a permitted use. The use determination by the Director is final unless an appeal is received within 10 calendar days from the decision. The Director may, at his/her discretion, refer the use determination request to the Planning Commission or the City Council as set forth in the CMC Chapter 17. Prohibited uses are listed at the end of this chapter. All existing nonconforming uses that are listed as prohibited shall be subject to the procedures outlined in Chapter 6. Detailed definitions for uses are listed in Chapter 7.

[1] Substantially similar is defined as a use producing a similar product, having similar hours of operation, or having similar operation equipment or procedures as an use defined in the CTCSP.

Table 3-2 Allowable Land Use (Revised: 9-1-2020; 9-20-2022

P = Permitted by Right
CUP = Conditional Use Permit
ACUP = Administrative Conditional Use Permit
A = Permitted as an Accessory Use
— = Not Allowed

RTC-W = Residential Town Center West
RTC-E = Residential Town Center East
N = Neighborhood
T/H = TOD/HDR
MU = Mixed Use

F = F.A.I.R
HC = Historic Core
C = Civic
CC = Cultural Core
MC = Medical Core
R = Rail

USES	ZONES											ADDITIONAL REGULATIONS/NOTES
	RTC-W	RTC-E	N	T/H	MU	F[2]	HC	C	CC	MC	R	
Accessory Uses												
Private outdoor patios, decks, rooftop decks	P	P	P	P	P	P	P	P	P	P	-	Subject to CMC Chapter 17.64 Site Plan Review – Director's Approval.
Public or Private EV Charging Stations or Centers	P	P	P	P	P	P	P	P	P	P	P	Subject to CMC Chapter 17.64 Site Plan Review – Director's Approval.
ATM facilities	-	-	-	A	A	A	A	A	A	A	-	Subject to CMC Chapter 17.64 Site Plan Review - Director's Approval.
Smart Parcel Lockers	-	-	-	A	A	A	A	A	A	A	A	Subject to CMC Chapter 17.64 Site Plan Review – Director's Approval.
Eating, Entertainment, and Drinking Establishments												
Alcohol Sales, On-Site with or without Food Service.	-	-	-	-	CUP	CUP	CUP	CUP	CUP	-	-	Includes full service restaurants (see CMC Chapter 17.04.100), bars, lounges, taverns, brew-pubs, food to go/take out establishments and other uses similar in nature and operation. Excludes nightclubs and establishments with dancing. Alcohol sales area exceeding 2,000 square feet of gross floor area shall be considered as bar or lounges and not as bona fide/full service restaurants. Subject to provisions of CMC Chapter 17.62.026.
Commercial Kitchen, Culinary Education and Retail Kitchenware store	-	-	-	-	P	P	P	-	-	-	-	Comply with Chapter 7 of CTCSP.
Hospital Cafeteria (without alcohol)	-	-	-	-	-	-	-	-	-	P	-	
Establishments with Live Entertainment, including Dancing (with or without alcohol)	-	-	-	-	CUP	CUP	CUP	-	-	-	-	Comply with CMC Chapter 5.28: Entertainment.

[2] **Require a CUP for applying the TOD/HDR density, design and development standards to residential project.**

USES	P = Permitted by Right CUP = Conditional Use Permit ACUP = Administrative Conditional Use Permit A= Permitted as an Accessory Use — = Not Allowed											RTC-W = Residential Town Center West RTC-E = Residential Town Center East N = Neighborhood T/H = TOD/HDR MU = Mixed Use	F = F.A.I.R HC = Historic Core C = Civic CC = Cultural Core MC = Medical Core R = Rail
	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
Eating, Entertainment, and Drinking Establishments													
Entertainment and Performance Establishments (without alcohol)	-	-	-	-	P	P	P	P	P	-	-	Subject to the provisions of CMC Chapter 5.28: Entertainment. Excludes establishment in which alcoholic beverages are sold, served, or given away for consumption on-site. See Alcohol Sales, On-Site with or without Food Service.	
Entertainment and Performance Arts Theatre with ancillary uses such as but not limited to banquets, rental of theatre, special events, and on-site alcohol							***CUP***					***Subject to the provisions of CMC Chapter 5.28: Entertainment.*** ***Comply with CMC Chapter 17.62. See Chapter 7 of CTCSP - Alcohol Sales, On-Site with or without Food Service.***	
Indoor Recreation Facilities						***CUP***	***CUP***	***CUP***	***CUP***			***Comply with CTCSP Chapter 7 Glossary. Comply with CMC Chapter 17.62 for On-site Alcohol Sales***	
Outdoor Recreation Facilities						***CUP***	***CUP***	***CUP***	***CUP***			***Comply with CTCSP Chapter 7 Glossary. Comply with CMC Chapter 17.62 for On-site Alcohol Sales***	
Retail Establishments with ancillary food or beverage service (with or without alcohol)	-	-	-	P	P	P	P	P	P	-	-	Comply with CMC Chapter 17.62. See Chapter 7 of CTCSP - Alcohol Sales, On-Site with or without Food Service.	
Restaurant, Full-Service, Food To Go/Take-out, or Fast Food (without alcohol)	-	-	-	P	P	P	P	P	P	-	-		
Restaurant, Full-Service, Food To Go/Take-out, or Fast Food (with alcohol)	-	-	-	CUP	CUP	CUP	CUP	CUP	CUP	-	-	Comply with CMC Chapter 17.62 . See Chapter 7 of CTCSP - Alcohol Sales, On-Site with or without food Service.	
Drive Through or Drive Up Facilities	-	-	-	-	CUP	-	-	CUP	CUP	-	-		

USES	P = Permitted by Right CUP = Conditional Use Permit ACUP = Administrative Conditional Use Permit A= Permitted as an Accessory Use — = Not Allowed											RTC-W = Residential Town Center West RTC-E = Residential Town Center East N = Neighborhood T/H = TOD/HDR MU = Mixed Use	F = F.A.I.R HC = Historic Core C = Civic CC = Cultural Core MC = Medical Core R = Rail
	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
Eating, Entertainment, and Drinking Establishments													
Outdoor Dining (with alcohol)	-	-	-	CUP	CUP	CUP	CUP	CUP	CUP	-	-	Comply with Chapter 7 of CTCSP - Alcohol Sales, On-Site with or without Food Service. Subject to provisions of CMC Chapter 11.26: Outdoor Sidewalk Dining and CMC Chapter 17.57: Outdoor Dining and Display. Parking for outdoor dining areas is required only for outdoor seats in excess of 25 or a number of outdoor seats equivalent to 50% of the number of indoor seats, whichever is less.	
Outdoor Dining (without alcohol) within Private Property	-	-	-	P	P	P	P	P	P	-	-	Subject to provisions of CMC Chapter 11.26: Outdoor Sidewalk Dining and CMC Chapter 17.57: Outdoor Dining and Display. Parking for outdoor dining areas is required only for outdoor seats in excess of 25 or a number of outdoor seats equivalent to 50% of the number of indoor seats, whichever is less.	
Outdoor Dining (without alcohol) within Public Right-of-Way	-	-	-	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	-	-	Subject to provisions of CMC Chapter 11.26: Outdoor Sidewalk Dining and CMC Chapter 17.57: Outdoor Dining and Display. Parking for outdoor dining areas is required only for outdoor seats in excess of 25 or a number of outdoor seats equivalent to 50% of the number of indoor seats, whichever is less.	
Pop up Food Trucks or Pods (with alcohol) stationed on private property for more than 180 days						***CUP***	***CUP***	***CUP***	***CUP***				
Pop up Food Trucks or Pods	-	-	-	-	ACUP	P	ACUP	ACUP	ACUP	-	ACUP		

USES	P = Permitted by Right CUP = Conditional Use Permit ACUP = Administrative Conditional Use Permit A= Permitted as an Accessory Use — = Not Allowed											RTC-W = Residential Town Center West RTC-E = Residential Town Center East N = Neighborhood T/H = TOD/HDR MU = Mixed Use	F = F.A.I.R HC = Historic Core C = Civic CC = Cultural Core MC = Medical Core R = Rail
	ZONING DESIGNATIONS												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
Eating, Entertainment, and Drinking Establishments													
Shared Space Retail/Service (Food Halls)	-	-	-	p	P	P	P	P	*P*	-	-	Prohibit swap meets, flea markets, open-air markets, or other similar terms. The primary characteristic shared by these events involves used personal property being offered or displayed by temporary vendors within a shared space. The vendors engage in a series of sales sufficient in number, scope, and character constituting a regular course of business (based on California's Business and Professions Code, Division 8, Chapter 9, Article 6, 21661). Comply with CMC Chapter 17.62.026 for regulations and standards for alcohol sales. A CUP for on-site consumption of alcohol is required either in the form of a master CUP obtained by the owner/operator of the Shared Space Retail/Service establishment and covering all the lessees in the establishment or a CUP for an individual business leasing a space.	

P = Permitted by Right
CUP = Conditional Use Permit
ACUP = Administrative Conditional Use Permit
A= Permitted as an Accessory Use
— = Not Allowed

RTC-W = Residential Town Center West
RTC-E = Residential Town Center East
N = Neighborhood
T/H = TOD/HDR
MU = Mixed Use

F = F.A.I.R
HC = Historic Core
C = Civic
CC = Cultural Core
MC = Medical Core
R = Rail

USES	ZONES											ADDITIONAL REGULATIONS/NOTES
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	
INDUSTRIAL												
Boutique Winery, Brewery and Distill Alcohol Production and On-Site Tasting. May have ancillary uses such as retail sales, food trucks, food services, public assembly, and special event.	-	-	-	-	CUP	CUP	CUP	CUP	CUP	-	-	Comply with CMC Chapter 17.62.026 for regulations and standards for alcohol sales. Calculations of gross floor area for alcohol sales and entertainment establishment regulations exclude areas used for alcohol production that are not accessible to the public.
Industrial, Light	-	-	-	-	-	P	-	-	-	-	-	Automobile Sales and Services are not allowed. Automobile Sales and Service uses that were lawfully established and approved before the effective date of adoption or amendment of this Specific Plan, but which no longer comply, may be continued so long as such use remains otherwise lawful. Any update or upgrade of the use is subject to a CUP and will require full compliance with this Specific Plan.
Outdoor Storage	-	-	-	-	-	A	-	-	-	A	-	Comply with CMC Chapter 17.54.170 for additional screening regulations. Must be screened from public right-of-way view.
Research and Development	-	-	-	-	-	P	-	-	-	-	-	
Indoor Food Production (Urban Agriculture, Vertical Farms)						CUP						Comply with Chapter 7 Glossary
INSTITUTIONAL AND PUBLIC FACILITIES												
Cultural/Civic Facilities (Non-Governmental)	-	-	CUP	-	P	P	P	P	P	P	-	
Government Facilities	-	-	CUP	-	P	P	P	P	P	P	-	

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	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
INSTITUTIONAL AND PUBLIC FACILITIES													
Open/Public Space, Usable or Improved including public or private plazas, greenways, and paseos.	-	-	-	P	P	P	P	P	P	P	P		
Parking Facilities	-	-	-	P	P	P	P	P	P	P	P		
Parks and Recreation Facilities	-	-	-	P	P	P	P	P	P	P	-		
Parklets	-	-	-	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	-		
Schools (Public and Private)	-	-	-	-	-	P	-	P	P	P	-		
Trade and Vocational Schools	-	-	-	-	-	P	-	P	P	P	-		
Transit Station	-	-	-	-	-	-	-	-	-	-	P		
Utilities	-	-	-	-	P	P	P	P	P	-	-	Comply with Chapter 7 Implementation and CMC Chapter 17.65 Wireless Communications Facilities.	

USES	P = Permitted by Right CUP = Conditional Use Permit ACUP = Administrative Conditional Use Permit A= Permitted as an Accessory Use — = Not Allowed											RTC-W = Residential Town Center West RTC-E = Residential Town Center East N = Neighborhood T/H = TOD/HDR MU = Mixed Use	F = F.A.I.R HC = Historic Core C = Civic CC = Cultural Core MC = Medical Core R = Rail
	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
MEDICAL RELATED USES													
Medical Clinics	-	-	-	-	CUP	-	-	-	-	P	-		
Medical and Dental Offices	-	-	CUP	-	-	-	-	-	-	P	-	Ground floor office uses are only allowed in the Medical Core designation.	
Hospitals	-	-	-	-	-	-	-	-	-	P	-		
Laboratories, Medical or Dental	-	-	-	-	CUP	CUP	-	-	-	P	-		
Pharmacies	-	-	CUP	-	P	CUP	-	-	-	P	-		
Veterinary Services (Animal Hospital/Clinic) with boarding and/or daycare	-	-	-	-	P	P	-	-	-	P	-	Temporary boarding allowed only in association with medical or surgical treatment.	
MIXED USES													
Civic/Residential Mixed Use	-	-	-	-	-	-	-	P	-	-	-		
Civic/Commercial Mixed Use	-	-	-	-	-	-	-	P	-	-	-		
Mixed Use	-	-	-	P	P	P	P	P	-	-	-	Comply with CMC Chapter 17.64.250 B. Exemption from CMC Chapter 17.64.190, Traffic Impact Analyses. As specified in the Los Angeles County congestion management program manual, certain development projects are exempted from conducting a congestion management program traffic impact analysis, as follows: Mixed-use development located within one-half mile of the Metrolink, if more than half of the land area, or floor area, of the mixed-use development is used for high density residential housing, as determined by Director of Community Development.	

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	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
RECREATION AND PUBLIC ASSEMBLY USES													
Assembly/Meeting Facilities – Private	-	-	-	-	CUP	CUP	CUP	P	CUP	-	-		
Commercial Recreation Facility – Indoor	-	-	-	-	P	P	P	-	P	-	-	Includes gyms, "escape rooms", video arcade, ice- or roller-skating rinks, trampoline, bounce house establishments, and rock climbing. Require CUP for on-site consumption of alcohol.	
Special/Temporary Events	-	-	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	-	Consistent with business license/permit requirements in CMC Chapters 5.08 and 11.48.	
RESIDENTIAL													
Co-Living	-	-	-	-	-	P	-	-	-	-	-		
Live/Work Unit	-	-	P	P	P	P	P	P	P	-	-		
Multiple-Family Dwelling	P	P	-	P	P	P	P	P	P	-	-	Comply with CMC Chapter 17.64.250. Exemption from CMC Chapter 17.64.190, Traffic Impact Analyses. As specified in the Los Angeles County congestion management program manual, certain development projects are exempted from conducting a congestion management program traffic impact analysis, as follows: High density residential development located within one-fourth mile the Metrolink station; Ground floor residential is not allowed in the Historic Core.	

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	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
RESIDENTIAL													
Single-Family Dwelling	P	P	P	-	-	-	-	-	-	-	-		
Two-Family Dwelling (Duplex)	P	P	P	-	-	-	-	-	-	-	-		
Single Room Occupancy Residential (SRO)	-	-	-	-	CUP	P	CUP	-	-	-	-		
Small and Large Family Day Care/Licensed facilities	P	P	P	P	P	P	P	-	P	-	-	Small family day cares is up to 6 children. Large family day care is 7 to 14 children.	
Small Group Home/Licensed Facilities	P	P	P	P	P	P	P	-	P	-	-	Small group home is 6 or fewer persons	
RETAIL USES													
Antique Store/Shop	-	-	-	-	P	P	P	-	-	-	-	Comply with CMC Chapter 17.04.051 and Chapter 7 of CTCSP.	
Arts and Crafts Sales and Galleries	-	-	CUP	P	P	P	P	P	P	-	-		
Grocery Store, Small (less than 10,000 Sq. Ft.)	-	-	-	CUP	P	CUP	P	-	CUP	-	-	Require CUP for off-site consumption of alcohol.	
Grocery Store, Large (Supermarket) (10,000 Sq. Ft. +)	-	-	-	CUP	CUP	CUP	-	-	-	-	-	Require CUP for off-site consumption of alcohol.	
Cannabis Businesses	-	-	-	-	***CUP***	***CUP***	-	-	-	-	-	***Comply with CMC Chapter 17.62 CUP, CMC Chapter 5.80 Cannabis Business Permit, and CMC Chapter 17.84 Cannabis Prohibitions and Regulations. Comply with CTCSP Chapter 3, Figure 3.2 for locational boundary in downtown area prohibiting cannabis retailers and Chapter 7 Glossary***	
Retail Store (less than 10,000 Sq. Ft.)	-	-	-	P	P	P	P	-	-	CUP	-		
Retail Store (10,000 Sq. Ft.+)	-	-	-	CUP	P	CUP	-	-	-	-	-		
Specialty Food Store, at least 1,000 Square feet in gross floor area.	-	-	-	-	P	P	P	P	P	P	-	Comply with Chapter 7 of CTCSP.	
Specialty Store	-	-	-	P	P	P	P	-	-	P	-	Comply with Chapter 7 of CTCSP.	

USES	P = Permitted by Right CUP = Conditional Use Permit ACUP = Administrative Conditional Use Permit A= Permitted as an Accessory Use — = Not Allowed											RTC-W = Residential Town Center West RTC-E = Residential Town Center East N = Neighborhood T/H = TOD/HDR MU = Mixed Use	F = F.A.I.R HC = Historic Core C = Civic CC = Cultural Core MC = Medical Core R = Rail
	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
SERVICE USES													
Animal Boarding/Kennels/Grooming	-	-	-	-	CUP	CUP	-	-	-	-	-		
Banks/Financial Institutions	-	-	-	P	P	P	P	P	P	-	-	Drive-through facility requires a CUP.	
Barber shops, Beauty Salons including Hair, Nails and Facial (neck up only)	-	-	-	P	P	P	P	P	P	-	-	Massage establishment prohibited	
Body Art	-	-	-	-	-	CUP	-	-	-	-	-	Comply with CMC Chapter 17.67.	
Business and Consumer Support Services	-	-	-	-	P	P	P	P	P	-	-	Comply with Chapter 7 Glossary of CTCSP.	
Health/Fitness Facility	-	-	-	CUP	P	P	P	-	-	P	-		
Office (General) including maker spaces, co-working spaces, conference spaces, and network mixer spaces	-	-	CUP	CUP	P	P	P	-	P	-	-	~~Ground floor office uses are not allowed in the F.A.I.R. Zone.~~	
Personal Services (General)	-	-	-	CUP	CUP	CUP	CUP	-	-	-	-	Comply with Chapter 7 Glossary of CTCSP.	
Studio – Art, Dance, Music, Sound, Video	-	-	CUP	CUP	P	P	P	-	-	-	-		
Specialty Bar and Cigar Lounge, at least 1,500 square feet in floor area	-	-	-	-	-	CUP	CUP	-	-	-	-	Comply with CMC Chapter 17.61. On-site consumption of alcohol subject to a CUP. Comply with CMC Chapter 5.28 for entertainment. Comply with Chapter 7 of CTCSP.	
VISITOR ACCOMMODATIONS													
Bed & Breakfast Inn or Lodge	-	-	-	-	-	CUP	CUP	-	-	-	-	Comply with CMC Chapter 17.62.027 for additional standards.	
Hotel	-	-	-	-	CUP	-	CUP	-	-	-	-	Comply with CMC Chapter 17.62.027 for additional standards.	
Motel	-	-	-	-	CUP	-	-	-	-	-	-	Comply with CMC Chapter 17.62.027 for additional standards.	

PROHIBITED USES (Revised: 9-1-2020; 9-20-2022)

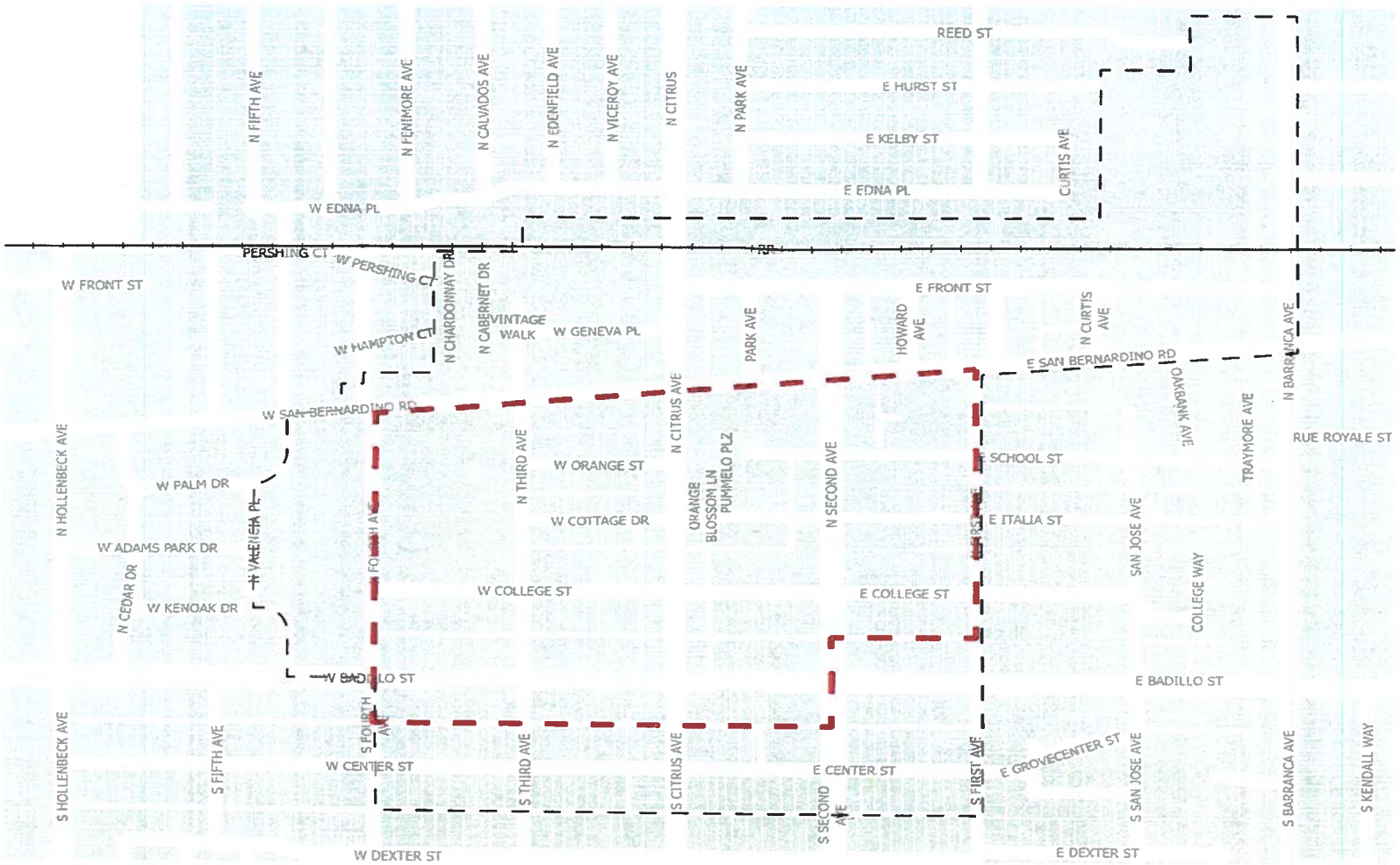
The following uses, as defined in **Chapter 7: Glossary**, are **prohibited within the CTCSP area**:

- Adult-Oriented Businesses
- Auto Sales and Services
- Boarding/Rooming Houses
- Cannabis Cultivation (indoor/outdoor) per CMC Chapter 17.84
- Cannabis Distribution and Delivery per CMC Chapter 17.84
- Cannabis Manufacturing per CMC Chapter 17.84
- Check Cashing/ Payday Loan Use
- ***Commercial Cannabis Activity (medical/nonmedical) per CTCSP Chapter 3, Figure 3-2, unless otherwise specifically listed on page 3-31 and subject to compliance with CMC Chapter 5.80, Chapter 17.62, and Chapter 17.84***
- Contractor Yards
- General Personal/Mini Storage
- Indoor Swap Meets
- Industrial, Heavy
- Massage Parlor
- Outdoor Storage, unless otherwise specifically listed on page 3-27
- Pawn Shops
- Service/Gas Stations
- Smoke/Tobacco Shops, unless otherwise specifically listed on page 3-32
- Stand Alone Recycling Centers
- Stand Alone Wireless Communication Facilities
- Thrift shops, secondhand, and used merchandise stores (specialty stores that sell one type of used item such as books or records is allowed under Specialty Store)
- Vehicle Storage (Primary)
- Warehouse/Storage

All existing nonconforming uses that are listed as prohibited shall be subject to the procedures outlined in **Chapter 6 (Expiration of Prohibited Nonconforming Uses)** of this Specific Plan.

Figure 3-2

Core Downtown Area Prohibiting Cannabis Businesses.



Covina Town Center Specific Plan

Legend

- Downtown Core Area Probibiting Cannabis Businesses
- Plan Area Boundary
- San Bernardino Metrolink Line

0 250 500 1,000 Feet

Table 4-1: Building Form (Revised: 9-1-2020; 9-20-2022)

Town Center Districts	Residential	Mixed Use	Commercial	Office	Institutional	Industrial
Maximum Building Height						
Citrus Avenue	n/a	50'	35'	n/a	35'	n/a
Front Street/TOD/F.A.I.R. District	50'	50'	35'	35'	n/a	35'
Civic and Cultural Core	50'	50'	35'	35'	50'	n/a
Downtown West	50'	50'	35'	50'	n/a	n/a
Center Street Neighborhood District	35'	50'	n/a	n/a	n/a	n/a
Ground Floor Height						
	~~10' minimum (finished floor to ceiling)~~	14' minimum (finished floor to ceiling)	14' minimum (finished floor to ceiling)	14' minimum (finished floor to ceiling)	14' minimum (finished floor to ceiling)	14' minimum (finished floor to ceiling)
Maximum Floor Area Ratio						
All Town Center Districts, see Table 3-1 and Figure 3-2, pages 3-5 through 3-8 for Maximum Floor Area Ratio.						
Maximum Residential Density (du/ac)						
All Town Center Districts, see Table 3-1, pages 3-5 through 3-8 for Maximum Residential Density (du/ac).						
Setbacks						
Front Setback	10' minimum; Front porch may encroach up to 5'	Nonresidential: No minimum, Ground Floor Residential: 10' Minimum	No minimum, 5' maximum if used for landscaping or pedestrian amenities	No minimum, 5' maximum if used for landscaping or pedestrian amenities	No minimum, 5' maximum if used for landscaping or pedestrian amenities	No minimum, 5' maximum if used for landscaping or pedestrian amenities
Side Setback - Adjacent to Nonresidential Use or Zoning District other than R-1	5' minimum	Nonresidential: No minimum Ground Floor Residential: 10' Minimum	No minimum	No minimum	No minimum	No minimum
Side Setback - Adjacent to Existing Residential, School, or Park Use	10' minimum	10' minimum	10' minimum	10' minimum	10' minimum	10' minimum
Side Setback - Adjacent to R-1 Zoning Districts	Where a building is adjacent to an existing R-1 zone along its side and/or rear property lines, the first 2 stories of a structure shall be set back a minimum of 10' from the side and/or rear property line. The building shall step back a minimum of 30' from the adjacent side and/or rear property line for a third story and any story above.					
Rear	10' minimum	Nonresidential: No minimum Ground Floor Residential: 10' Minimum	No requirement	No requirement	No requirement	No requirement
Rear - Adjacent to R-1 ~~or R-2~~ Zoning Districts	Where a building is adjacent to an existing R-1 zone along its side and/or rear property lines, the first 2 stories of a structure shall be set back a minimum of 10' from the side and/or rear property line. The building shall step back a minimum of 30' from the adjacent side and/or rear property line for a third story and any story above.					
Rear – Adjacent to public alley	5' for building; 3' for parking	5' for building; 3' for parking	No requirement	No requirement	No requirement	No requirement
Rail	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way
Front and Rear Stepbacks						
Front Stepback – Buildings taller than 3 stories	12' average from property line	12' average from property line	n/a	n/a	n/a	n/a
Side/Rear Stepback - Where a building is adjacent to an existing R-1 parcel along its side and/or rear property lines)	First two stories: 10' minimum	First two stories: 10' minimum	n/a	n/a	n/a	n/a
	Third story and above: 30' minimum	Third story: 30' minimum	n/a	n/a	n/a	n/a
Open Space Requirements – Refer to pages 4-34 and 4-35 for private and common open space requirements						
General Requirements	125 s.f. per residential unit	125 s.f. per residential unit	n/a	n/a	n/a	n/a

Signs (revised 9-20-2022)

The design of building signs is important for **communicating information, reinforcing the architecture** of the building, and contributing to the Town Center's **overall character**.

The following sign standards and guidelines are to encourage high quality and unique signs, to complement and enhance the appearance of the buildings and the integrity of the architectural design while providing appropriate identification for businesses. In cases not covered by the sign standards and guidelines, the CMC Section 17.74 and 17.75 shall govern.

Standards

- Signs are for business identification only. The name of the business including any registered trademark is allowed. Extraneous information such as phone numbers, hours of operation and list of products or services are not allowed.
- Require signs to be subtle rather than dominate a space.
- Allow sign shapes, type styles, and color combinations to complement building styles and reflect the business they represent.
- Require signs to be wall-mounted or suspended from awnings above the sidewalk. Locate building-mounted signs on wall areas or architectural features specifically designed for signs, such as recessed wall areas, towers, turrets, or parapets.
- Prohibit signs painted directly onto building walls unless historically accurate for the particular historic structure, ***unless historically accurate for the particular historic structure or contribute to the significance of the historic area, subject to the Director review and approval.***
- A Sign Program shall be required for multi-tenant, non-residential buildings and multi-buildings for multiple-family residential or mixed-use complex.
- Building address display for multi-story buildings or building with multiple units: minimum 8" and maximum 12", and address affix below the roof parapet in a position that is visible for location identification. Where required by building official or fire code official, building address shall be provided in additional locations to facilitate emergency response.
- Building address display above the front door entry: maximum 4".
- The use of cannister type box signs with translucent backlit panel are not allowed.
- Wall Signs. Maximum 1 wall sign per building frontage. A corner unit with a side street building frontage may have 1 additional wall sign. Maximum sign area for each wall sign shall not exceed 15% of the area of first story height of the building. Maximum letter height shall not exceed 24".
- Wall sign shall not display above the second floor window sill for Historic Core District, ***unless historically accurate for the particular historic structure or contribute to the significance of the historic area, subject to the Director review and approval.***
- Blade Signs. Blade signs must be constructed of a uniform finished with high quality materials to insure longevity. Business name or logo to be flat or dimensional. The lowest point of a blade sign shall be a minimum of 8' above grade.
- Awning Signs. For angled metal awning, sign panel must be installed vertically below the awning. For horizontal metal awning, sign panel may be mounted on top, below or to the face of the horizontal metal awning.
- Alley Signs. An alley sign shall not exceed 6% of the area of first story height of the building.
- Window Signs. 2 per building occupancy. Maximum 20% of window space in which they are displayed. Each sign shall be of a permanent nature. No second floor window signs.
- Temporary Signs. Comply with CMC Section 17.75.
- Monument Signs. 1 sign for property with 45' or more street frontage. Maximum sign area: 20 square feet. Maximum sign height: 6'. Sign must setback 5' from property line.
- Display of City of Covina approved historic citrus label (decal) on windows is exempt from window signs.

- Freestanding Signs. 1 sign for property with 150' or more street frontage. Maximum sign area: 75 square feet. Maximum sign height: 20'. Sign must setback 10' from property line.

Guidelines

- Encourage signs that reflect a crafted, high-quality, detailed design approach.
- Advocate signs to reflect the uses they represent in creative and fun, as well as functional, ways.
- Recommend facade signs `be individually lettered.
- The use of backlit individually cut letters is encouraged. Direct or indirect lighting methods are allowed.
- Encourage blade signs to be hung perpendicular to the site wall.

Signs

1. Reflects business and/or use
2. Perpendicular to wall
3. Individually lettered
4. Incorporated into building
5. Subtle design complements architecture or architectural feature

Figure 4-34

1.6 Entertainment and Performance Establishments

"Entertainment and performance establishment" means any building, structure, or premises where entertainment occurs, consistent with CMC 5.28: Entertainment.

1.7 Live Entertainment

"Live entertainment" means every form of live performance – whether a single event, a series of events, or an ongoing activity or business, occurring alone or as a part of another business, to which persons (including patrons and/or guests) are invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing guests or patrons, whether or not they are compensated for the performance. Live entertainment shall include, but shall not be limited to:

A. Presentations by single or multiple performers, such as hypnotists, pantomimes, comedians, musical song or dance acts (including karaoke performances), plays, concerts, any type of contest; sporting events, exhibitions, carnivals, rodeos, or circus acts; demonstrations of talent; shows, revues; and any other similar activities.

B. Presentation of recorded music played on equipment that is operated by an agent or contractor of the entertainment establishment, commonly known as a "disc jockey" or "DJ."

C. Dancing to live or recorded music (whether by performers, patrons, or guests).

The provisions of CMC Chapter 5.28 shall apply.

1.8 Indoor Recreation Facilities

Indoor recreation Facility conducted wholly within an enclosed building and may include ancillary uses such as café or restaurants. Examples are: archery and shooting ranges, pool and billiard parlors, escape rooms, bowling centers, children's indoor play space, amusement arcades, virtual reality entertainment, and similar indoor recreational uses. Comply with CMC Chapter 17.62 for on-site alcohol sales, and CMC Chapter 5.28 for entertainment.

1.9 Outdoor Recreation Facilities

Outdoor recreation Facility means an area designed for active recreation, whether publicly or privately owned, including, but not limited to, tennis courts, swimming pools, tennis, badminton, and sport courts for pickleball or paddleball. Outdoor recreation facility may include ancillary uses such as pro-shop, café, clubhouse supporting the recreation facilities. Comply with CMC Chapter 17.62 for on-site alcohol sales.

1.10 Restaurant, Full-Service, Food To Go/Take-out, or Fast Food Ancillary Use *(See CMC 17.04.100 for additional standards)*

Restaurant, Full Service: A restaurant where customers purchase food and beverages and consume the food and beverages on the premises. Typical characteristics of a full-service restaurant include table service, payment after consumption, and serving food and beverages in non-disposable containers. A full-service restaurant may include incidental or occasional takeout sales.

Restaurant, Food To Go and Take-out: A restaurant or other such establishment designed as a take-out facility in which no food is consumed on the premises and no permanent provisions are made for that purpose. Provisions for deliveries, catering, drive-through or walk-up facilities are permitted.

Restaurant, Fast Food and/or QUICK SERVICE: A restaurant where customers purchase food and beverages and either consume the food and beverages on the premises or take the food and beverages off the premises. Typical characteristics of a fast food restaurant include: the purchase of food and beverages at a walk-up window or counter; no table service; payment for food and beverages before consumption; and the packaging of food and beverages in disposable containers.

A retail establishment that primarily sells tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories. Excludes grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale.

9.0 SERVICE USES (revised 9-20-2022)

9.1 Animal Boarding/Kennel

The commercial provision of shelter and care for dogs, cats, other household animals, and horses (where allowed), including activities associated with such shelter and care (e.g., feeding, exercising, grooming, and incidental medical care).

9.2 Bank/Financial Institution

A bank, savings and loan, credit union, or other financial institution that provides retail banking services to individuals and businesses. These uses include only those institutions engaged in the on-site circulation of cash money. This does not include check cashing shops/payday loans.

9.3 Business and Consumer Support Service

Business and consumer support services include establishments primarily providing consumers and businesses with services, including maintenance, repair, testing, and rentals. Examples of these uses include: computer and office/business equipment services, on-line ticket services, shoe repair shops, and tailor and seamstress services.

9.4 Barber shops, Beauty Salons including Hair, Nails and Facial (neck up only)

Establishments primarily engaged in one or more of the following: (1) cutting, trimming, shampooing, coloring, waving, or styling hair; (2) providing facials; and (3) applying makeup (except permanent makeup). Excludes stand-alone massage establishments, which are prohibited. Medical skin care services (e.g., cosmetic surgery, dermatology) are classified as Medical.

9.5 Health/Fitness Facility

An indoor facility where passive or active exercises and related activities are performed using minimal muscle-building equipment or apparatus for the purpose of physical fitness, improved circulation or flexibility, and/or weight control. Examples of uses include gym, Pilates, personal training, physical therapy, dance, yoga and martial arts studios, health spa, and other use that are similar in nature and operation. Excludes stand-alone massage establishments, which are prohibited.

9.6 Office, General

An establishment providing direct, "over-the-counter" services to consumers (e.g., insurance agencies, real estate offices, travel agencies, utility company offices, etc.) and office-type facilities occupied by businesses providing professional services and/or engaged in the production of intellectual property, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, ***co-working spaces, network mixer spaces, conference spaces, maker spaces,*** and legal offices, excluding banks and financial institutions (see Bank/Financial Institution).

9.7 Personal Services (General)

Establishments that provide recurrently needed services of a personal nature *(i.e., those provided to individuals rather than businesses).* Examples of these uses include:

RESOLUTION 2023-004 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING COVINA TOWN CENTER SPECIFIC PLAN AMENDMENT (CTCSPA) NO. 4, AMENDING VARIOUS CHAPTERS AS FOLLOWS: ADDING LAND USE CATEGORIES AND ESTABLISHING CORE DOWNTOWN AREA PROHIBITING CANNABIS BUSINESSES IN CHAPTER 3; CLARIFYING RESIDENTIAL GROUND FLOOR HEIGHT FOR TABLE 4-1 BUILDING FORM, AND ADDING SIGN STANDARDS IN CHAPTER 4; ADDING NEW DEFINITIONS IN CHAPTER 7; AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND THAT NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED

WHEREAS, on November 29, 2019, the City Council of the City of Covina adopted Resolution CC 19-112 and certified the Final Environmental Impact Report (Final EIR) for the Covina Town Center Specific Plan (CTCSP) Project as being in compliance with the California Environmental Quality Act (CEQA). The City Council further adopted Environmental Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the CTCSP Project. The City Council further determined that all of the findings were based upon the information and evidence set forth in the Final EIR and in the record of the proceedings. The City Council further determined that each of the overriding benefits stated in the Findings and the Statement of Overriding Considerations were justified despite any significant unavoidable impacts identified in the Final EIR; and

WHEREAS, the long-term strategies of the Covina Town Center Specific Plan are to promote transit-oriented development, increase opportunities of rail ridership, improve first/last mile opportunities, and revitalize and reinvigorate Covina's town center; and

WHEREAS, from time to time, staff may find it necessary to amend the Covina Town Center Specific Plan to provide clarification or to update allowable uses to better reflect the needs and demands of the community; and

WHEREAS, the Covina Town Center Specific Plan amendments were approved by the City Council of the City of Covina on September 1, 2020 (Amendment No. 1 and Amendment No. 2), and September 20, 2022 (Amendment No. 3); and

WHEREAS, staff has found there is a need to modify chapter 3 and add new land use categories and expand the local market on experiences, goods and services not currently available in the Specific Plan area, and to further improve, add and clarify standards and guidelines regarding building height and signs within chapter 4, and add new definitions in Chapter 7; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City has analyzed the project, proposed Covina Town Center Specific Plan Amendment, and concluded that the project is exempt from the requirements of the California Environmental Quality Act

(CEQA) per CEQA Guidelines Section 15061(b)(3), because the activity in question does not have a significant effect on the physical environment, in that the proposed modifications to the Covina Town Center Specific Plan provides clarification as to where certain uses could occur that may require their own specific CEQA assessment on a case-by-case basis, and provide further definition clarify to uses and activities already listed as either permitted or permitted with the approval of a conditional use permit. Furthermore, the City has determined that the project does not involve substantial changes which will result in new significant environmental effects, or impacts of substantially greater severity, substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will result in new significant environmental effects or substantially more severe impacts, and that the project does not involve new information of substantial importance, which shows that the project will have significant effects not discussed in the prior EIR (SCH – 2018081009) and SOC. All potential environmental impacts associated with the adoption of the 2019 Covina Town Center Specific Plan (CTCSP) are adequately addressed by the prior certified EIR (SCH – 2018081009) and SOC, and the mitigation measures contained in the prior certified EIR (SCH – 2018081009) will reduce those impacts to a level that is less than significant. The CTCSP EIR serves as the previous CEQA document considered in this CEQA Analysis and is hereby incorporated by reference; Therefore, no further environmental review is required for the proposed project pursuant to CEQA Guidelines Section 15162; and

WHEREAS, on March 28, 2023, the Planning Commission conducted a duly noticed public hearing and considered the proposed Covina Town Center Specific Plan Amendment No. 4. After receiving oral and written evidence, and public input, the Planning Commission concluded the hearing on that date; and

WHEREAS, all legal prerequisites prior to adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

Section 2. California Environmental Quality Act Findings. The proposed Covian Town Center Specific Plan Amendment No. 4 has been environmentally reviewed pursuant to the provisions of CEQA and the State CEQA Guidelines.

Section 3. Findings. Based on the evidence in the record, the Planning Commission finds that the proposed Covina Town Center Specific Plan Amendment No. 4 is consistent with the Land Use Plan and the Programs and Implementation Measures of the Covina General Plan Land Use Element, and is in compliance with State Law.

Section 4. Planning Commission Recommendation. After giving full consideration to all evidence presented at the public hearing and in consideration of the findings stated in the attached City Council Resolution, the Planning Commission does hereby recommend that the City Council of the City of Covina adopt the Resolution, substantially as set forth in attached hereto in Exhibit 1 as follows:

CITY COUNCIL DRAFT RESOLUTION CC 2023-_____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, APPROVING COVINA TOWN CENTER SPECIFIC PLAN AMENDMENT (CTCSPA) NO. 4, AMENDING VARIOUS CHAPTERS AS FOLLOWS: ADDING LAND USE CATEGORIES AND ESTABLISHING CORE DOWNTOWN AREA PROHIBITING CANNABIS BUSINESSES IN CHAPTER 3; CLARIFYING RESIDENTIAL GROUND FLOOR HEIGHT FOR TABLE 4-1 BUILDING FORM, AND ADDING SIGN STANDARDS IN CHAPTER 4; ADDING NEW DEFINITIONS IN CHAPTER 7; AND MAKING A DETERMINATION OF EXEMPTION FORM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND THAT NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED

Section 5. The documents and materials that constitute the record of proceedings on which these findings and this Resolution are based are located at the City Clerk's Office or the Community Development Department, Planning Division, located at 125 E. College Street, Covina, CA 91723 or at www.covinaca.gov. The custodian of these records is the City Clerk.

Section 6. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the members of the Planning Commission of Covina this 28th day of March, 2023.

SUSAN ZERMENO, CHAIR
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the by the following vote of the Planning Commission:

AYES: RICHARDSON, RODRIGUEZ, CONNORS, MCMEEKIN, ZERMENO
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

COVINA PLANNING COMMISSION SECRETARY

EXHIBIT 1

RESOLUTION CC 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING A RESOLUTION APPROVING COVINA TOWN CENTER SPECIFIC PLAN AMENDMENT (CTCSPA) NO. 4, AMENDING VARIOUS CHAPTERS AS FOLLOWS: ADDING LAND USE CATEGORIES AND ESTABLISHING CORE DOWNTOWN AREA PROHIBITING CANNABIS BUSINESSES IN CHAPTER 3; CLARIFYING RESIDENTIAL GROUND FLOOR HEIGHT FOR TABLE 4-1 BUILDING FORM, AND ADDING SIGN STANDARDS IN CHAPTER 4; ADDING NEW DEFINITIONS IN CHAPTER 7; AND MAKING A DETERMINATION OF EXEMPTION PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT AND THAT NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED

WHEREAS, on November 29, 2019, the City Council of the City of Covina adopted Resolution CC 19-112 and certified the Final Environmental Impact Report (Final EIR) for the Covina Town Center Specific Plan (CTCSP) Project as being in compliance with the California Environmental Quality Act (CEQA). The City Council further adopted Environmental Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the CTCSP Project. The City Council further determined that all of the findings were based upon the information and evidence set forth in the Final EIR and in the record of the proceedings. The City Council further determined that each of the overriding benefits stated in the Findings and the Statement of Overriding Considerations were justified despite any significant unavoidable impacts identified in the Final EIR; and

WHEREAS, the long-term strategies of the Covina Town Center Specific Plan are to promote transit-oriented development, increase opportunities of rail ridership, improve first/last mile opportunities, and revitalize and reinvigorate Covina's town center; and

WHEREAS, from time to time, the City Council may find it necessary to amend the Covina Town Center Specific Plan to provide clarification or to update allowable uses to better reflect the needs and demands of the community; and

WHEREAS, the Covina Town Center Specific Plan amendments were approved by the City Council of the City of Covina on September 1, 2020 (Amendment No. 1 and Amendment No. 2), and September 20, 2022 (Amendment No. 3); and

WHEREAS, staff has found there is a need to modify chapter 3 and add new land use categories and expand the local market on experiences, goods and services not currently available in the specific plan area, and to further improve, add and clarify standards and guidelines regarding building height and signs within chapter 4, and add new definitions in Chapter 7; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City has analyzed the project, proposed Covina Town Center Specific Plan Amendment No. 4, and concluded that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), because the activity in question does not have a

significant effect on the physical environment, in that the proposed modifications to the Covina Town Center Specific Plan provides clarification as to where certain uses could occur that may require their own specific CEQA assessment on a case-by-case basis, and provide further definition clarify to uses and activities already listed as either permitted or permitted with the approval of a conditional use permit. Furthermore, the City has determined that the project does not involve substantial changes which will result in new significant environmental effects, or impacts of substantially greater severity, substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will result in new significant environmental effects or substantially more severe impacts, and that the project does not involve new information of substantial importance, which shows that the project will have significant effects not discussed in the prior EIR (SCH – 2018081009) and SOC. All potential environmental impacts associated with the adoption of the 2019 Covina Town Center Specific Plan (CTCSP) are adequately addressed by the prior certified EIR (SCH – 2018081009) and SOC, and the mitigation measures contained in the prior certified EIR (SCH – 2018081009) will reduce those impacts to a level that is less than significant. The CTCSP EIR serves as the previous CEQA document considered in this CEQA Analysis and is hereby incorporated by reference; . Therefore, no further environmental review is required for the proposed project pursuant to CEQA Guidelines Section 15162; and

WHEREAS, on March 28, 2023, the Planning Commission conducted a duly noticed public hearing and considered the proposed Covina Town Center Specific Plan Amendment No. 4. After receiving oral and written evidence, and public input, the Planning Commission concluded the hearing on that date, and by a _____vote, adopted Resolution No. 2023-004 PC recommending to the City Council the approval of the Covina Town Center Specific Plan Amendment No. 4 and a determination of CEQA exemption; and

WHEREAS, on _____ the City Council of the City of Covina held a duly noticed public hearing as prescribed by law to consider the proposed Covina Town Center Specific Plan Amendment No. 4, and any comments received prior to or at the public hearing, at which time staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to proposed Covina Town Center Specific Plan Amendment No. 4. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Covina Town Center Specific Plan Amendment No. 4, the City Council closed the public hearing on that same date; and

WHEREAS, all legal prerequisites prior to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2. In considering this application relative to the California Environmental Quality Act (CEQA) Guidelines, the City Council affirms the determination of the Planning Commission that the Covina Town Center Specific Plan Amendment No. 4 is not subject to the CEQA pursuant to CEQA Guidelines Sections 15061(b)(3). 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. Further, the City Council determined that the proposed Amendment No. 4 does not involve substantial changes which will result in new significant environmental effects, or impacts of substantially greater severity, substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will result in new significant environmental effects or substantially more severe impacts, and that the project does not involve new information of substantial importance, which shows that the project will have significant effects not discussed in the prior EIR (SCH – 2018081009) and SOC. All potential environmental impacts associated with the adoption of the 2019 Covina Town Center Specific Plan (CTCSP) are adequately addressed by the prior certified EIR (SCH – 2018081009) and SOC, and the mitigation measures contained in the prior certified EIR (SCH – 2018081009) will reduce those impacts to a level that is less than significant. Therefore, no further environmental review is required for the proposed project pursuant to CEQA Guidelines Section 15162.

SECTION 3. The City Council has reviewed the proposed CTCSP Amendment No. 4, the Planning Commission hearing input and reports, and all evidence received by the Planning Commission and at the City Council hearings, and all documents and evidences are hereby incorporated by reference into this Resolution. After giving full consideration to all evidence presented at the public hearing, both oral and written, and after being fully informed, the City Council does hereby find and decide that the proposed CTCSP Amendment No. 4 is consistent with the public interest and with the City's General Plan for the following reasons:

a. The proposed CTCSP Amendment No. 4 meet the long term strategies of the Specific Plan to promote transit-oriented development, increase opportunities of rail ridership, improve first/last mile opportunities, and revitalize and reinvigorate Covina's town center;

b. The proposed CTCSP Amendment No. 4 is a unique opportunity to facilitate redevelopment that capitalizes on Covina's downtown strengths, and focuses on access to the regional transportation network (Land Use Element III C.1.a.6); and

SECTION 4. In consideration of the findings stated above, the City Council of the City of Covina does hereby approve Covina Town Center Specific Plan (CTCSP) Amendment No. 4, as set forth below and in Exhibit "A" (Amendments) incorporated herein by this reference as though set forth in full.

1. Amend Chapter 3, Land Use and Zoning, as follows:
   a. Modify Figure 3-1 Zoning Designation by adding the defined boundary prohibiting cannabis business in the downtown core area.
   b. Modify Allowable Land Uses on Table 3-2 for page 3-22 through page 3-35 :
      - Add Entertainment and Performance Arts Theatre with ancillary uses in the Historic Core zone (page 3-24). The City is the property owner of the Covina Performing Arts Theatre.
      - Add indoor and outdoor recreation facilities as conditionally permitted use within the F.A.I.R., Historic Core, Civic Core, and Cultural Core zones (page 3-24).

- Add pop-up food truck on private property, subject to conditional use permit for F.A.I.R., Historic Core, Civic Core, and Cultural Core zones (page 3-25).
- Add shared space retail/service (Food Halls) within the Cultural Core zone (page 3-26).
- Expand the boutique winery, brewery and distill alcohol with on-site tasting use, subject to a Conditional Use Permit in the Civic Core and Cultural Core zones (page 3-27).
- Add cultural/civic facilities (non-government) and government facilities as permitted use to the Mixed-use, F.A.I.R., and Historic Core zones (page 3-27).
- Expand utilities as permitted use within the Mixed-use, F.A.I.R., and Historic Core zones (page 3-28).
- Add live/work unit use to TOD/HDR, Civic, and Cultural Core zones. Add multi-family use to the Civic Core zone (page 3-20).
- Add small and large family day care facilities to Residential Town Center East, Residential Town Center West, Neighborhood, TOD/HDR, Mixed-use, F.A.I.R., Historic Core, and Cultural Core zones (page 3-31). Small family day care is defined as up to 6 children. Large family day care is defined as 7 and 14 children.
- Add cannabis businesses to Mixed-use and F.A.I.R. zones, subject to a conditional use permit, the new Covina Municipal Code Chapter 5.28 cannabis business permit process, and Chapter 17.84 cannabis prohibitions and regulations (page 3-31).
- Expand the office (general) use to include maker spaces, co-working spaces, conference spaces, and network mixer spaces. Eliminate the restriction of not allowing ground floor office space in the F.A.I.R. zone (page 3-32).
- Under the Prohibition Uses of page 3-33, modify commercial cannabis activity by identifying the land use zones that allow cannabis businesses subject to CMC Chapter 5.80 and Chapter 17.62 and Chapter 17.84, and Figure 3-2 (page 3-33 and page 3-44).
- Add Figure 3-2, a map showing the Core Downtown Area Prohibiting Cannabis Businesses (page 3-34).

2. Amend Chapter 4 Design Guidelines and Standards as follows:
   a. Eliminate the required 10-foot minimum ground floor height for a residential project (page 4-29).
   b. Modify the sign standards on page 4-60, allowing "painted sign" or "wall sign display above the second story," if it is historically accurate for the historic structure or contributes to the significance of the historic area, subject to the Director's review and approval (page 4-60).

3. Amend Chapter 7 Glossary as follows:
   a. Add definitions for indoor recreation facilities and outdoor recreation facilities (page 7-4).
   b. Modify office (general) definition to include maker spaces, co-working spaces, network mixer spaces, and conference spaces (page 7-12).

SECTION 5. The documents and materials that constitute the record of proceedings on which these findings and this Resolution are based are located at the City Clerk's Office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

SECTION 6. Effective Date. This Resolution shall be effective upon adoption.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter the same in the Book of Original Resolutions.

SIGNED AND APPROVED this_____ day of _____, 2023.

_____
, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

APPROVED AS TO FORM:

_____
CANDICE K. LEE, City Attorney

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2023-_____ was duly adopted by the City Council of the City of Covina at a regular meeting held on the _____ of_____, 2023, by the following vote:

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

Dated:

_____

FABIAN VELEZ,
Chief Deputy City Clerk

Resolution CC 2023-_____

EXHIBIT A

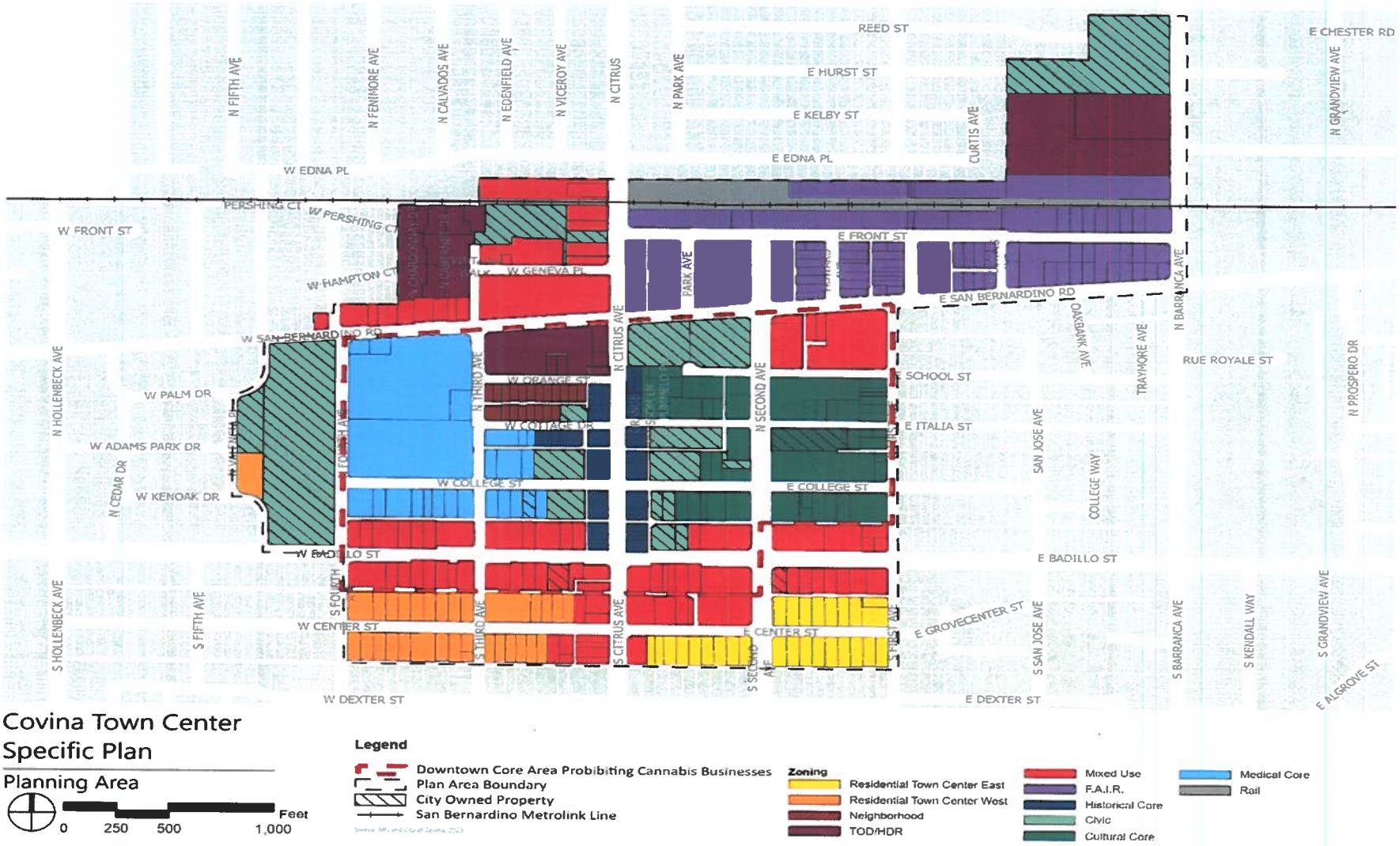
COVINA TOWN CENTER SPECIFIC PLAN AMENDMENT NO. 4

CHANGES TO VARIOUS PAGES OF CHAPTERS 3, 4, AND 7

11 ZONING DESIGNATIONS (Revised 9-20-22)

Figure 3-1

The CTCSP zoning designations **regulate the allowable uses within the Plan area (Figure 3-1 and Table 3-1)**. The descriptions for each land use designation below reflect future conditions



ALLOWABLE LAND USE BY ZONING DESIGNATION

Allowed land uses within the CTCSP are listed in **Table 3-2**. Certain uses may be subject to special conditions regarding the location, operation, design, or special permitting requirements of the use. Following an application submittal, the Community Development Director or his/her designee shall determine as to whether the proposed use is permitted, conditionally permitted, prohibited, or allowed as a temporary or accessory use to a permitted use.

- A Permitted Use (P) is allowed without discretionary approval and subject to all applicable provisions of this Specific Plan.
- A Conditionally Permitted Use (CUP) requires discretionary approval in the form of a Conditional Use Permit authorized by the Planning Commission and subject to the requirements outlined in CMC Chapter 17.62.
- An accessory use (A) refers to a use that is customarily incidental and subordinate to a primary use of the land or building and located on the same lot with the primary use or building.
- Any use not specifically listed in Table 3-2 shall be interpreted as not allowed in the Covina Town Center.
- Uses specifically not allowed in this Specific Plan are indicated by (—).

It is not possible to anticipate every land use that might be proposed and suitable in the future. Uses not listed in the table, unless determined to be substantially similar[1] to a listed use, following an application for use determination, the Director of Community Development of his/her designee shall decide whether the proposed use is permitted, conditionally permitted, prohibited, or allowed as a temporary or accessory use to a permitted use. The use determination by the Director is final unless an appeal is received within 10 calendar days from the decision. The Director may, at his/her discretion, refer the use determination request to the Planning Commission or the City Council as set forth in the CMC Chapter 17. Prohibited uses are listed at the end of this chapter. All existing nonconforming uses that are listed as prohibited shall be subject to the procedures outlined in Chapter 6. Detailed definitions for uses are listed in Chapter 7.

[1] Substantially similar is defined as a use producing a similar product, having similar hours of operation, or having similar operation equipment or procedures as an use defined in the CTCSP.

Table 3-2 Allowable Land Use (Revised: 9-1-2020; 9-20-2022

P = Permitted by Right
CUP = Conditional Use Permit
ACUP = Administrative Conditional Use Permit
A = Permitted as an Accessory Use
— = Not Allowed

RTC-W = Residential Town Center West
RTC-E = Residential Town Center East
N = Neighborhood
T/H = TOD/HDR
MU = Mixed Use

F = F.A.I.R
HC = Historic Core
C = Civic
CC = Cultural Core
MC = Medical Core
R = Rail

USES	ZONES											ADDITIONAL REGULATIONS/NOTES
	RTC-W	RTC-E	N	T/H	MU	F[2]	HC	C	CC	MC	R	
Accessory Uses												
Private outdoor patios, decks, rooftop decks	P	P	P	P	P	P	P	P	P	P	-	Subject to CMC Chapter 17.64 Site Plan Review – Director's Approval.
Public or Private EV Charging Stations or Centers	P	P	P	P	P	P	P	P	P	P	P	Subject to CMC Chapter 17.64 Site Plan Review – Director's Approval.
ATM facilities	-	-	-	A	A	A	A	A	A	A	-	Subject to CMC Chapter 17.64 Site Plan Review - Director's Approval.
Smart Parcel Lockers	-	-	-	A	A	A	A	A	A	A	A	Subject to CMC Chapter 17.64 Site Plan Review – Director's Approval.
Eating, Entertainment, and Drinking Establishments												
Alcohol Sales, On-Site with or without Food Service.	-	-	-	-	CUP	CUP	CUP	CUP	CUP	-	-	Includes full service restaurants (see CMC Chapter 17.04.100), bars, lounges, taverns, brew-pubs, food to go/take out establishments and other uses similar in nature and operation. Excludes nightclubs and establishments with dancing. Alcohol sales area exceeding 2,000 square feet of gross floor area shall be considered as bar or lounges and not as bona fide/full service restaurants. Subject to provisions of CMC Chapter 17.62.026.
Commercial Kitchen, Culinary Education and Retail Kitchenware store	-	-	-	-	P	P	P	-	-	-	-	Comply with Chapter 7 of CTCSP.
Hospital Cafeteria (without alcohol)	-	-	-	-	-	-	-	-	-	P	-	
Establishments with Live Entertainment, including Dancing (with or without alcohol)	-	-	-	-	CUP	CUP	CUP	-	-	-	-	Comply with CMC Chapter 5.28: Entertainment.

[2] **Require a CUP for applying the TOD/HDR density, design and development standards to residential project.**

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T/H = TOD/HDR
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F = F.A.I.R
HC = Historic Core
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USES	ZONES											ADDITIONAL REGULATIONS/NOTES
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	
Eating, Entertainment, and Drinking Establishments												
Entertainment and Performance Establishments (without alcohol)	-	-	-	-	P	P	P	P	P	-	-	Subject to the provisions of CMC Chapter 5.28: Entertainment. Excludes establishment in which alcoholic beverages are sold, served, or given away for consumption on-site. See Alcohol Sales, On-Site with or without Food Service.
Entertainment and Performance Arts Theatre with ancillary uses such as but not limited to banquets, rental of theatre, special events, and on-site alcohol							***CUP***					***Subject to the provisions of CMC Chapter 5.28: Entertainment.*** ***Comply with CMC Chapter 17.62. See Chapter 7 of CTCSP - Alcohol Sales, On-Site with or without Food Service.***
Indoor Recreation Facilities						***CUP***	***CUP***	***CUP***	***CUP***			***Comply with CTCSP Chapter 7 Glossary. Comply with CMC Chapter 17.62 for On-site Alcohol Sales***
Outdoor Recreation Facilities						***CUP***	***CUP***	***CUP***	***CUP***			***Comply with CTCSP Chapter 7 Glossary. Comply with CMC Chapter 17.62 for On-site Alcohol Sales***
Retail Establishments with ancillary food or beverage service (with or without alcohol)	-	-	-	P	P	P	P	P	P	-	-	Comply with CMC Chapter 17.62. See Chapter 7 of CTCSP - Alcohol Sales, On-Site with or without Food Service.
Restaurant, Full-Service, Food To Go/Take-out, or Fast Food (without alcohol)	-	-	-	P	P	P	P	P	P	-	-	
Restaurant, Full-Service, Food To Go/Take-out, or Fast Food (with alcohol)	-	-	-	CUP	CUP	CUP	CUP	CUP	CUP	-	-	Comply with CMC Chapter 17.62 . See Chapter 7 of CTCSP - Alcohol Sales, On-Site with or without food Service.
Drive Through or Drive Up Facilities	-	-	-	-	CUP	-	-	CUP	CUP	-	-	

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	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
Eating, Entertainment, and Drinking Establishments													
Outdoor Dining (with alcohol)	-	-	-	CUP	CUP	CUP	CUP	CUP	CUP	-	-	Comply with Chapter 7 of CTCSP - Alcohol Sales, On-Site with or without Food Service. Subject to provisions of CMC Chapter 11.26: Outdoor Sidewalk Dining and CMC Chapter 17.57: Outdoor Dining and Display. Parking for outdoor dining areas is required only for outdoor seats in excess of 25 or a number of outdoor seats equivalent to 50% of the number of indoor seats, whichever is less.	
Outdoor Dining (without alcohol) within Private Property	-	-	-	P	P	P	P	P	P	-	-	Subject to provisions of CMC Chapter 11.26: Outdoor Sidewalk Dining and CMC Chapter 17.57: Outdoor Dining and Display. Parking for outdoor dining areas is required only for outdoor seats in excess of 25 or a number of outdoor seats equivalent to 50% of the number of indoor seats, whichever is less.	
Outdoor Dining (without alcohol) within Public Right-of-Way	-	-	-	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	-	-	Subject to provisions of CMC Chapter 11.26: Outdoor Sidewalk Dining and CMC Chapter 17.57: Outdoor Dining and Display. Parking for outdoor dining areas is required only for outdoor seats in excess of 25 or a number of outdoor seats equivalent to 50% of the number of indoor seats, whichever is less.	
Pop up Food Trucks or Pods (with alcohol) stationed on private property for more than 180 days						***CUP***	***CUP***	***CUP***	***CUP***				
Pop up Food Trucks or Pods	-	-	-	-	ACUP	P	ACUP	ACUP	ACUP	-	ACUP		

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	ZONING DESIGNATIONS												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
Eating, Entertainment, and Drinking Establishments													
Shared Space Retail/Service (Food Halls)	-	-	-	p	P	P	P	P	*P*	-	-	Prohibit swap meets, flea markets, open-air markets, or other similar terms. The primary characteristic shared by these events involves used personal property being offered or displayed by temporary vendors within a shared space. The vendors engage in a series of sales sufficient in number, scope, and character constituting a regular course of business (based on California's Business and Professions Code, Division 8, Chapter 9, Article 6, 21661). Comply with CMC Chapter 17.62.026 for regulations and standards for alcohol sales. A CUP for on-site consumption of alcohol is required either in the form of a master CUP obtained by the owner/operator of the Shared Space Retail/Service establishment and covering all the lessees in the establishment or a CUP for an individual business leasing a space.	

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USES	ZONES											ADDITIONAL REGULATIONS/NOTES
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	
INDUSTRIAL												
Boutique Winery, Brewery and Distill Alcohol Production and On-Site Tasting. May have ancillary uses such as retail sales, food trucks, food services, public assembly, and special event.	-	-	-	-	CUP	CUP	CUP	CUP	CUP	-	-	Comply with CMC Chapter 17.62.026 for regulations and standards for alcohol sales. Calculations of gross floor area for alcohol sales and entertainment establishment regulations exclude areas used for alcohol production that are not accessible to the public.
Industrial, Light	-	-	-	-	-	P	-	-	-	-	-	Automobile Sales and Services are not allowed. Automobile Sales and Service uses that were lawfully established and approved before the effective date of adoption or amendment of this Specific Plan, but which no longer comply, may be continued so long as such use remains otherwise lawful. Any update or upgrade of the use is subject to a CUP and will require full compliance with this Specific Plan.
Outdoor Storage	-	-	-	-	-	A	-	-	-	A	-	Comply with CMC Chapter 17.54.170 for additional screening regulations. Must be screened from public right-of-way view.
Research and Development	-	-	-	-	-	P	-	-	-	-	-	
Indoor Food Production (Urban Agriculture, Vertical Farms)						CUP						Comply with Chapter 7 Glossary
INSTITUTIONAL AND PUBLIC FACILITIES												
Cultural/Civic Facilities (Non-Governmental)	-	-	CUP	-	P	P	P	P	P	P	-	
Government Facilities	-	-	CUP	-	P	P	P	P	P	P	-	

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	ZONES												
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
INSTITUTIONAL AND PUBLIC FACILITIES													
Open/Public Space, Usable or Improved including public or private plazas, greenways, and paseos.	-	-	-	P	P	P	P	P	P	P	P		
Parking Facilities	-	-	-	P	P	P	P	P	P	P	P		
Parks and Recreation Facilities	-	-	-	P	P	P	P	P	P	P	-		
Parklets	-	-	-	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	-		
Schools (Public and Private)	-	-	-	-	-	P	-	P	P	P	-		
Trade and Vocational Schools	-	-	-	-	-	P	-	P	P	P	-		
Transit Station	-	-	-	-	-	-	-	-	-	-	P		
Utilities	-	-	-	-	P	P	P	P	P	-	-	Comply with Chapter 7 Implementation and CMC Chapter 17.65 Wireless Communications Facilities.	

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	ZONES												
	RTC -W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	ADDITIONAL REGULATIONS/NOTES	
MEDICAL RELATED USES													
Medical Clinics	-	-	-	-	CUP	-	-	-	-	P	-		
Medical and Dental Offices	-	-	CUP	-	-	-	-	-	-	P	-	Ground floor office uses are only allowed in the Medical Core designation.	
Hospitals	-	-	-	-	-	-	-	-	-	P	-		
Laboratories, Medical or Dental	-	-	-	-	CUP	CUP	-	-	-	P	-		
Pharmacies	-	-	CUP	-	P	CUP	-	-	-	P	-		
Veterinary Services (Animal Hospital/Clinic) with boarding and/or daycare	-	-	-	-	P	P	-	-	-	P	-	Temporary boarding allowed only in association with medical or surgical treatment.	
MIXED USES													
Civic/Residential Mixed Use	-	-	-	-	-	-	-	P	-	-	-		
Civic/Commercial Mixed Use	-	-	-	-	-	-	-	P	-	-	-		
Mixed Use	-	-	-	P	P	P	P	P	-	-	-	Comply with CMC Chapter 17.64.250 B. Exemption from CMC Chapter 17.64.190, Traffic Impact Analyses. As specified in the Los Angeles County congestion management program manual, certain development projects are exempted from conducting a congestion management program traffic impact analysis, as follows: Mixed-use development located within one-half mile of the Metrolink, if more than half of the land area, or floor area, of the mixed-use development is used for high density residential housing, as determined by Director of Community Development.	

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USES	ZONES											ADDITIONAL REGULATIONS/NOTES
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	
RECREATION AND PUBLIC ASSEMBLY USES												
Assembly/Meeting Facilities – Private	-	-	-	-	CUP	CUP	CUP	P	CUP	-	-	
Commercial Recreation Facility – Indoor	-	-	-	-	P	P	P	-	P	-	-	Includes gyms, "escape rooms", video arcade, ice- or roller-skating rinks, trampoline, bounce house establishments, and rock climbing. Require CUP for on-site consumption of alcohol.
Special/Temporary Events	-	-	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	ACUP	-	Consistent with business license/permit requirements in CMC Chapters 5.08 and 11.48.
RESIDENTIAL												
Co-Living	-	-	-	-	-	P	-	-	-	-	-	
Live/Work Unit	-	-	P	P	P	P	P	P	P	-	-	
Multiple-Family Dwelling	P	P	-	P	P	P	P	P	P	-	-	Comply with CMC Chapter 17.64.250. Exemption from CMC Chapter 17.64.190, Traffic Impact Analyses. As specified in the Los Angeles County congestion management program manual, certain development projects are exempted from conducting a congestion management program traffic impact analysis, as follows: High density residential development located within one-fourth mile the Metrolink station; Ground floor residential is not allowed in the Historic Core.

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USES	ZONES											ADDITIONAL REGULATIONS/NOTES
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	
RESIDENTIAL												
Single-Family Dwelling	P	P	P	-	-	-	-	-	-	-	-	
Two-Family Dwelling (Duplex)	P	P	P	-	-	-	-	-	-	-	-	
Single Room Occupancy Residential (SRO)	-	-	-	-	CUP	P	CUP	-	-	-	-	
Small and Large Family Day Care/Licensed facilities	P	P	P	P	P	P	P	-	P	-	-	Small family day cares is up to 6 children. Large family day care is 7 to 14 children.
Small Group Home/Licensed Facilities	P	P	P	P	P	P	P	-	P	-	-	Small group home is 6 or fewer persons
RETAIL USES												
Antique Store/Shop	-	-	-	-	P	P	P	-	-	-	-	Comply with CMC Chapter 17.04.051 and Chapter 7 of CTCSP.
Arts and Crafts Sales and Galleries	-	-	CUP	P	P	P	P	P	P	-	-	
Grocery Store, Small (less than 10,000 Sq. Ft.)	-	-	-	CUP	P	CUP	P	-	CUP	-	-	Require CUP for off-site consumption of alcohol.
Grocery Store, Large (Supermarket) (10,000 Sq. Ft. +)	-	-	-	CUP	CUP	CUP	-	-	-	-	-	Require CUP for off-site consumption of alcohol.
Cannabis Businesses	-	-	-	-	***CUP***	***CUP***	-	-	-	-	-	***Comply with CMC Chapter 17.62 CUP, CMC Chapter 5.80 Cannabis Business Permit, and CMC Chapter 17.84 Cannabis Prohibitions and Regulations. Comply with CTCSP Chapter 3, Figure 3.2 for locational boundary in downtown area prohibiting cannabis retailers and Chapter 7 Glossary***
Retail Store (less than 10,000 Sq. Ft.)	-	-	-	P	P	P	P	-	-	CUP	-	
Retail Store (10,000 Sq. Ft.+)	-	-	-	CUP	P	CUP	-	-	-	-	-	
Specialty Food Store, at least 1,000 Square feet in gross floor area.	-	-	-	-	P	P	P	P	P	P	-	Comply with Chapter 7 of CTCSP.
Specialty Store	-	-	-	P	P	P	P	-	-	P	-	Comply with Chapter 7 of CTCSP.

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USES	ZONES											ADDITIONAL REGULATIONS/NOTES
	RTC-W	RTC-E	N	T/H	MU	F	HC	C	CC	MC	R	
SERVICE USES												
Animal Boarding/Kennels/Grooming	-	-	-	-	CUP	CUP	-	-	-	-	-	
Banks/Financial Institutions	-	-	-	P	P	P	P	P	P	-	-	Drive-through facility requires a CUP.
Barber shops, Beauty Salons including Hair, Nails and Facial (neck up only)	-	-	-	P	P	P	P	P	P	-	-	Massage establishment prohibited
Body Art	-	-	-	-	-	CUP	-	-	-	-	-	Comply with CMC Chapter 17.67.
Business and Consumer Support Services	-	-	-	-	P	P	P	P	P	-	-	Comply with Chapter 7 Glossary of CTCSP.
Health/Fitness Facility	-	-	-	CUP	P	P	P	-	-	P	-	
Office (General) including maker spaces, co-working spaces, conference spaces, and network mixer spaces	-	-	CUP	CUP	P	P	P	-	P	-	-	~~Ground floor office uses are not allowed in the F.A.I.R. Zone.~~
Personal Services (General)	-	-	-	CUP	CUP	CUP	CUP	-	-	-	-	Comply with Chapter 7 Glossary of CTCSP.
Studio – Art, Dance, Music, Sound, Video	-	-	CUP	CUP	P	P	P	-	-	-	-	
Specialty Bar and Cigar Lounge, at least 1,500 square feet in floor area	-	-	-	-	-	CUP	CUP	-	-	-	-	Comply with CMC Chapter 17.61. On-site consumption of alcohol subject to a CUP. Comply with CMC Chapter 5.28 for entertainment. Comply with Chapter 7 of CTCSP.
VISITOR ACCOMMODATIONS												
Bed & Breakfast Inn or Lodge	-	-	-	-	-	CUP	CUP	-	-	-	-	Comply with CMC Chapter 17.62.027 for additional standards.
Hotel	-	-	-	-	CUP	-	CUP	-	-	-	-	Comply with CMC Chapter 17.62.027 for additional standards.
Motel	-	-	-	-	CUP	-	-	-	-	-	-	Comply with CMC Chapter 17.62.027 for additional standards.

PROHIBITED USES (Revised: 9-1-2020; 9-20-2022)

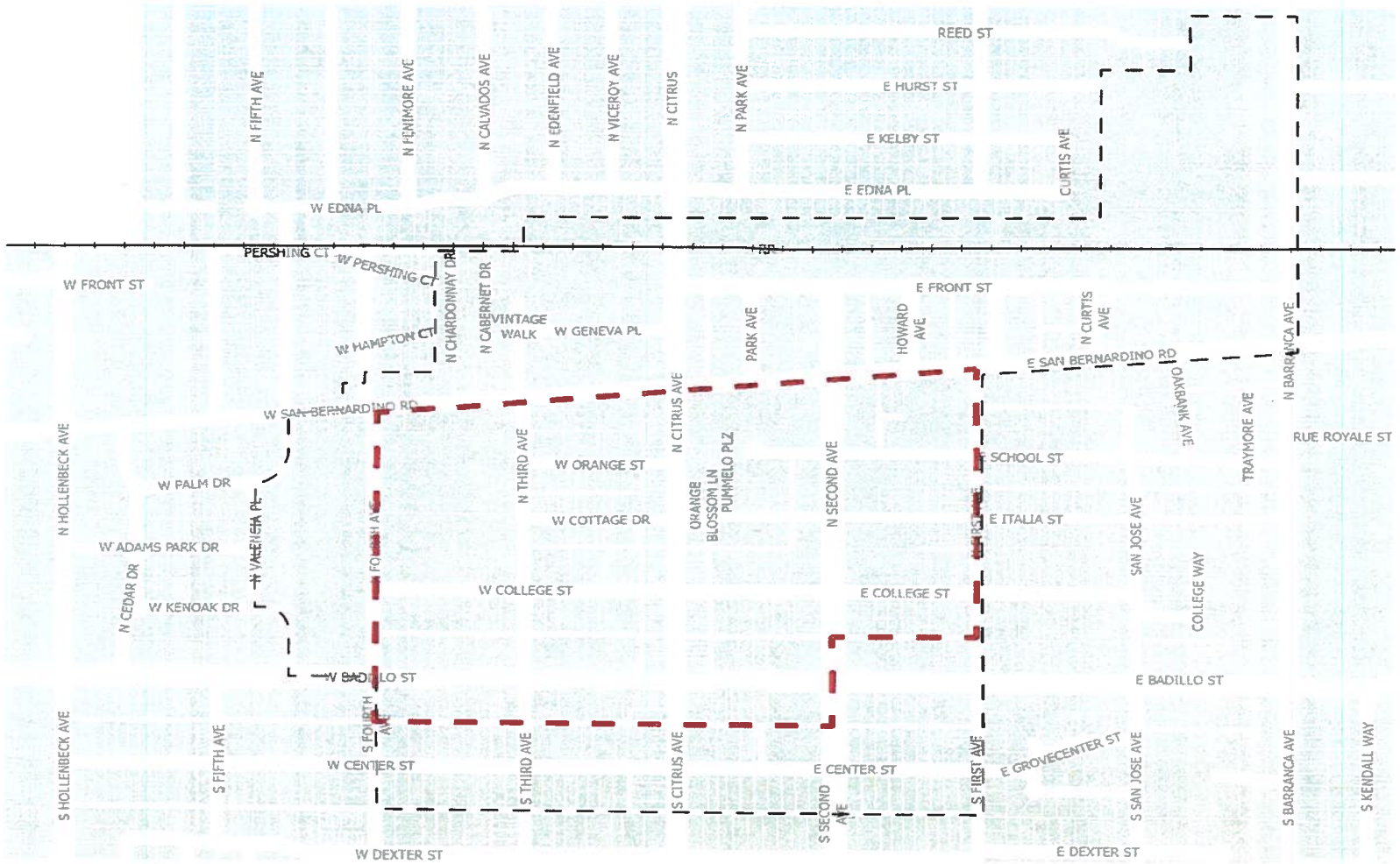
The following uses, as defined in **Chapter 7: Glossary**, are **prohibited within the CTCSP area**:

- Adult-Oriented Businesses
- Auto Sales and Services
- Boarding/Rooming Houses
- Cannabis Cultivation (indoor/outdoor) per CMC Chapter 17.84
- Cannabis Distribution and Delivery per CMC Chapter 17.84
- Cannabis Manufacturing per CMC Chapter 17.84
- Check Cashing/ Payday Loan Use
- ***Commercial Cannabis Activity (medical/nonmedical) per CTCSP Chapter 3, Figure 3-2, unless otherwise specifically listed on page 3-31 and subject to compliance with CMC Chapter 5.80, Chapter 17.62, and Chapter 17.84***
- Contractor Yards
- General Personal/Mini Storage
- Indoor Swap Meets
- Industrial, Heavy
- Massage Parlor
- Outdoor Storage, unless otherwise specifically listed on page 3-27
- Pawn Shops
- Service/Gas Stations
- Smoke/Tobacco Shops, unless otherwise specifically listed on page 3-32
- Stand Alone Recycling Centers
- Stand Alone Wireless Communication Facilities
- Thrift shops, secondhand, and used merchandise stores (specialty stores that sell one type of used item such as books or records is allowed under Specialty Store)
- Vehicle Storage (Primary)
- Warehouse/Storage

All existing nonconforming uses that are listed as prohibited shall be subject to the procedures outlined in **Chapter 6 (Expiration of Prohibited Nonconforming Uses)** of this Specific Plan.

Figure 3-2

Core Downtown Area Prohibiting Cannabis Businesses.



Covina Town Center Specific Plan

Legend

- Downtown Core Area Probibiting Cannabis Businesses
- Plan Area Boundary
- San Bernardino Metrolink Line

0 250 500 1,000 Feet

Table 4-1: Building Form (Revised: 9-1-2020; 9-20-2022)

Town Center Districts	Residential	Mixed Use	Commercial	Office	Institutional	Industrial
Maximum Building Height						
Citrus Avenue	n/a	50'	35'	n/a	35'	n/a
Front Street/TOD/F.A.I.R. District	50'	50'	35'	35'	n/a	35'
Civic and Cultural Core	50'	50'	35'	35'	50'	n/a
Downtown West	50'	50'	35'	50'	n/a	n/a
Center Street Neighborhood District	35'	50'	n/a	n/a	n/a	n/a
Ground Floor Height						
	~~10' minimum (finished floor to ceiling)~~	14' minimum (finished floor to ceiling)	14' minimum (finished floor to ceiling)	14' minimum (finished floor to ceiling)	14' minimum (finished floor to ceiling)	14' minimum (finished floor to ceiling)
Maximum Floor Area Ratio						
All Town Center Districts, see Table 3-1 and Figure 3-2, pages 3-5 through 3-8 for Maximum Floor Area Ratio.						
Maximum Residential Density (du/ac)						
All Town Center Districts, see Table 3-1, pages 3-5 through 3-8 for Maximum Residential Density (du/ac).						
Setbacks						
Front Setback	10' minimum; Front porch may encroach up to 5'	Nonresidential: No minimum, Ground Floor Residential: 10' Minimum	No minimum, 5' maximum if used for landscaping or pedestrian amenities	No minimum, 5' maximum if used for landscaping or pedestrian amenities	No minimum, 5' maximum if used for landscaping or pedestrian amenities	No minimum, 5' maximum if used for landscaping or pedestrian amenities
Side Setback - Adjacent to Nonresidential Use or Zoning District other than R-1	5' minimum	Nonresidential: No minimum Ground Floor Residential: 10' Minimum	No minimum	No minimum	No minimum	No minimum
Side Setback - Adjacent to Existing Residential, School, or Park Use	10' minimum	10' minimum	10' minimum	10' minimum	10' minimum	10' minimum
Side Setback - Adjacent to R-1 Zoning Districts	Where a building is adjacent to an existing R-1 zone along its side and/or rear property lines, the first 2 stories of a structure shall be set back a minimum of 10' from the side and/or rear property line. The building shall step back a minimum of 30' from the adjacent side and/or rear property line for a third story and any story above.					
Rear	10' minimum	Nonresidential: No minimum Ground Floor Residential: 10' Minimum	No requirement	No requirement	No requirement	No requirement
Rear - Adjacent to R-1 ~~or R-2~~ Zoning Districts	Where a building is adjacent to an existing R-1 zone along its side and/or rear property lines, the first 2 stories of a structure shall be set back a minimum of 10' from the side and/or rear property line. The building shall step back a minimum of 30' from the adjacent side and/or rear property line for a third story and any story above.					
Rear – Adjacent to public alley	5' for building; 3' for parking	5' for building; 3' for parking	No requirement	No requirement	No requirement	No requirement
Rail	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way	Min. 5' setback from rail right-of-way
Front and Rear Stepbacks						
Front Stepback – Buildings taller than 3 stories	12' average from property line	12' average from property line	n/a	n/a	n/a	n/a
Side/Rear Stepback - Where a building is adjacent to an existing R-1 parcel along its side and/or rear property lines)	First two stories: 10' minimum	First two stories: 10' minimum	n/a	n/a	n/a	n/a
	Third story and above: 30' minimum	Third story: 30' minimum	n/a	n/a	n/a	n/a
Open Space Requirements – Refer to pages 4-34 and 4-35 for private and common open space requirements						
General Requirements	125 s.f. per residential unit	125 s.f. per residential unit	n/a	n/a	n/a	n/a

Signs (revised 9-20-2022)

The design of building signs is important for **communicating information, reinforcing the architecture** of the building, and contributing to the Town Center's **overall character**.

The following sign standards and guidelines are to encourage high quality and unique signs, to complement and enhance the appearance of the buildings and the integrity of the architectural design while providing appropriate identification for businesses. In cases not covered by the sign standards and guidelines, the CMC Section 17.74 and 17.75 shall govern.

Standards

- Signs are for business identification only. The name of the business including any registered trademark is allowed. Extraneous information such as phone numbers, hours of operation and list of products or services are not allowed.
- Require signs to be subtle rather than dominate a space.
- Allow sign shapes, type styles, and color combinations to complement building styles and reflect the business they represent.
- Require signs to be wall-mounted or suspended from awnings above the sidewalk. Locate building-mounted signs on wall areas or architectural features specifically designed for signs, such as recessed wall areas, towers, turrets, or parapets.
- Prohibit signs painted directly onto building walls unless historically accurate for the particular historic structure, ***unless historically accurate for the particular historic structure or contribute to the significance of the historic area, subject to the Director review and approval.***
- A Sign Program shall be required for multi-tenant, non-residential buildings and multi-buildings for multiple-family residential or mixed-use complex.
- Building address display for multi-story buildings or building with multiple units: minimum 8" and maximum 12", and address affix below the roof parapet in a position that is visible for location identification. Where required by building official or fire code official, building address shall be provided in additional locations to facilitate emergency response.
- Building address display above the front door entry: maximum 4".
- The use of cannister type box signs with translucent backlit panel are not allowed.
- Wall Signs. Maximum 1 wall sign per building frontage. A corner unit with a side street building frontage may have 1 additional wall sign. Maximum sign area for each wall sign shall not exceed 15% of the area of first story height of the building. Maximum letter height shall not exceed 24".
- Wall sign shall not display above the second floor window sill for Historic Core District, ***unless historically accurate for the particular historic structure or contribute to the significance of the historic area, subject to the Director review and approval.***
- Blade Signs. Blade signs must be constructed of a uniform finished with high quality materials to insure longevity. Business name or logo to be flat or dimensional. The lowest point of a blade sign shall be a minimum of 8' above grade.
- Awning Signs. For angled metal awning, sign panel must be installed vertically below the awning. For horizontal metal awning, sign panel may be mounted on top, below or to the face of the horizontal metal awning.
- Alley Signs. An alley sign shall not exceed 6% of the area of first story height of the building.
- Window Signs. 2 per building occupancy. Maximum 20% of window space in which they are displayed. Each sign shall be of a permanent nature. No second floor window signs.
- Temporary Signs. Comply with CMC Section 17.75.
- Monument Signs. 1 sign for property with 45' or more street frontage. Maximum sign area: 20 square feet. Maximum sign height: 6'. Sign must setback 5' from property line.
- Display of City of Covina approved historic citrus label (decal) on windows is exempt from window signs.

- Freestanding Signs. 1 sign for property with 150' or more street frontage. Maximum sign area: 75 square feet. Maximum sign height: 20'. Sign must setback 10' from property line.

Guidelines

- Encourage signs that reflect a crafted, high-quality, detailed design approach.
- Advocate signs to reflect the uses they represent in creative and fun, as well as functional, ways.
- Recommend facade signs `be individually lettered.
- The use of backlit individually cut letters is encouraged. Direct or indirect lighting methods are allowed.
- Encourage blade signs to be hung perpendicular to the site wall.

Signs

1. Reflects business and/or use
2. Perpendicular to wall
3. Individually lettered
4. Incorporated into building
5. Subtle design complements architecture or architectural feature

Figure 4-34

1.6 Entertainment and Performance Establishments

"Entertainment and performance establishment" means any building, structure, or premises where entertainment occurs, consistent with CMC 5.28: Entertainment.

1.7 Live Entertainment

"Live entertainment" means every form of live performance – whether a single event, a series of events, or an ongoing activity or business, occurring alone or as a part of another business, to which persons (including patrons and/or guests) are invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing guests or patrons, whether or not they are compensated for the performance. Live entertainment shall include, but shall not be limited to:

A. Presentations by single or multiple performers, such as hypnotists, pantomimes, comedians, musical song or dance acts (including karaoke performances), plays, concerts, any type of contest; sporting events, exhibitions, carnivals, rodeos, or circus acts; demonstrations of talent; shows, revues; and any other similar activities.

B. Presentation of recorded music played on equipment that is operated by an agent or contractor of the entertainment establishment, commonly known as a "disc jockey" or "DJ."

C. Dancing to live or recorded music (whether by performers, patrons, or guests).

The provisions of CMC Chapter 5.28 shall apply.

1.8 Indoor Recreation Facilities

Indoor recreation Facility conducted wholly within an enclosed building and may include ancillary uses such as café or restaurants. Examples are: archery and shooting ranges, pool and billiard parlors, escape rooms, bowling centers, children's indoor play space, amusement arcades, virtual reality entertainment, and similar indoor recreational uses. Comply with CMC Chapter 17.62 for on-site alcohol sales, and CMC Chapter 5.28 for entertainment.

1.9 Outdoor Recreation Facilities

Outdoor recreation Facility means an area designed for active recreation, whether publicly or privately owned, including, but not limited to, tennis courts, swimming pools, tennis, badminton, and sport courts for pickleball or paddleball. Outdoor recreation facility may include ancillary uses such as pro-shop, café, clubhouse supporting the recreation facilities. Comply with CMC Chapter 17.62 for on-site alcohol sales.

1.10 Restaurant, Full-Service, Food To Go/Take-out, or Fast Food Ancillary Use *(See CMC 17.04.100 for additional standards)*

Restaurant, Full Service: A restaurant where customers purchase food and beverages and consume the food and beverages on the premises. Typical characteristics of a full-service restaurant include table service, payment after consumption, and serving food and beverages in non-disposable containers. A full-service restaurant may include incidental or occasional takeout sales.

Restaurant, Food To Go and Take-out: A restaurant or other such establishment designed as a take-out facility in which no food is consumed on the premises and no permanent provisions are made for that purpose. Provisions for deliveries, catering, drive-through or walk-up facilities are permitted.

Restaurant, Fast Food and/or QUICK SERVICE: A restaurant where customers purchase food and beverages and either consume the food and beverages on the premises or take the food and beverages off the premises. Typical characteristics of a fast food restaurant include: the purchase of food and beverages at a walk-up window or counter; no table service; payment for food and beverages before consumption; and the packaging of food and beverages in disposable containers.

A retail establishment that primarily sells tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories. Excludes grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale.

9.0 SERVICE USES (revised 9-20-2022)

9.1 Animal Boarding/Kennel

The commercial provision of shelter and care for dogs, cats, other household animals, and horses (where allowed), including activities associated with such shelter and care (e.g., feeding, exercising, grooming, and incidental medical care).

9.2 Bank/Financial Institution

A bank, savings and loan, credit union, or other financial institution that provides retail banking services to individuals and businesses. These uses include only those institutions engaged in the on-site circulation of cash money. This does not include check cashing shops/payday loans.

9.3 Business and Consumer Support Service

Business and consumer support services include establishments primarily providing consumers and businesses with services, including maintenance, repair, testing, and rentals. Examples of these uses include: computer and office/business equipment services, on-line ticket services, shoe repair shops, and tailor and seamstress services.

9.4 Barber shops, Beauty Salons including Hair, Nails and Facial (neck up only)

Establishments primarily engaged in one or more of the following: (1) cutting, trimming, shampooing, coloring, waving, or styling hair; (2) providing facials; and (3) applying makeup (except permanent makeup). Excludes stand-alone massage establishments, which are prohibited. Medical skin care services (e.g., cosmetic surgery, dermatology) are classified as Medical.

9.5 Health/Fitness Facility

An indoor facility where passive or active exercises and related activities are performed using minimal muscle-building equipment or apparatus for the purpose of physical fitness, improved circulation or flexibility, and/or weight control. Examples of uses include gym, Pilates, personal training, physical therapy, dance, yoga and martial arts studios, health spa, and other use that are similar in nature and operation. Excludes stand-alone massage establishments, which are prohibited.

9.6 Office, General

An establishment providing direct, "over-the-counter" services to consumers (e.g., insurance agencies, real estate offices, travel agencies, utility company offices, etc.) and office-type facilities occupied by businesses providing professional services and/or engaged in the production of intellectual property, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, ***co-working spaces, network mixer spaces, conference spaces, maker spaces,*** and legal offices, excluding banks and financial institutions (see Bank/Financial Institution).

9.7 Personal Services (General)

Establishments that provide recurrently needed services of a personal nature *(i.e., those provided to individuals rather than businesses).* Examples of these uses include:

CC Regular Meeting

AGENDA ITEM REPORT

Meeting: April 18, 2023

Title: Introducing Ordinance 23-02 and Making a Determination of Exemption from the California Environmental Quality Act

Presented by: Brian K. Lee, AICP, Director of Community Development

Recommendation: Waive full reading and introduce for first reading Ordinance 23-02 entitled, "An Ordinance of the City Council of the City of Covina, California, to establish regulations to implement two-unit residential developments and urban lot splits in single family zones as required by Senate Bill 9 (2021-2022), by approving Zoning Code Amendment (ZCA) 23-01 to amend Title 17 (Zoning) by modifying definition section 17.04.143, single-family residential zones sections 17.08.020 (A-1), 17.10.020 (A-2), 17.12.020 (E-½), 17.14.020 (E-1), 17.20.020 (R-1-20,000), 17.22.020 (R-1-10,000), 17.24.020 (R-1-8,500) and 17.26.020 (R-1-7500) for permitted uses, and adding a new section 17.33.060 for permitted uses; and approving Municipal Code Amendment to amend Title 16 (Subdivision) by modifying Chapter 16.02, 16.04, 16.14, and adding new section 16.06, and making a determination of exemption from the California Environmental Quality Act.

EXECUTIVE SUMMARY:

SB 9 amended and added California Government Code Sections 66452.6, 65852.21, and 66411.7 to require ministerial approval of two residential units per lot and urban lot splits within single-family residential zones. SB 9 was part of a slate of bills intended to increase the housing supply in California and provide for more affordable housing development. Cities are allowed to adopt local ordinances that address the specific needs of their communities as long as the local ordinance complies with SB 9.

In response to SB 9 and on May 17, 2022, the City Council adopted Urgency Ordinance 22-07 and established interim zoning regulations for 45 days to regulate two-unit residential developments and urban lot splits, according to SB 9. Subsequently, on June 21, 2022, the City Council extended the Urgency Ordinance for ten months and 15 days, as California Government Code Section 65858(b) allowed. Because the Urgency Ordinance will expire on June 21, 2023, staff prepared zoning and subdivision code amendments to implement SB 9. On March 14, the Planning Commission conducted a public hearing and considered the proposed Zoning Code amendment (ZCA) 23-01 and Municipal Code amendment (Subdivision). There were no public comments on the proposed code amendments. After receiving oral and written reports, the Planning Commission concluded the hearing and adopted Resolution No. 2023-003 PC by a unanimous vote (5-0-0), recommending to the City Council the approval of CEQA exemption, Zoning Code amendment (ZCA) and Municipal Code amendment (Subdivision).

DISCUSSION:

Summary of SB 9

SB 9 provisions establish site criteria to qualify for the two-unit developments and urban lot splits. Another part of SB 9 provisions establishes procedural requirements where the two-unit developments and urban lot splits are to be approved ministerially (by right). The third part of SB 9 provisions includes development standards relating to setbacks, minimum lot size and unit size, easements, and parking. The following are summary of the SB 9 provisions.

A. Qualifying Criteria for both the Urban Lot Split and Two-unit development:

1. Apply to all single-family residential zone properties within an urbanized area.
2. Properties not in State or local historic district or a historic landmark.
3. Properties are not designated as prime farmland or farmland of statewide importance, wetlands, identified for conservation or under conservation easement, or habitat for protected species.
4. The following properties cannot qualify unless meeting specific requirements: within a very high fire hazard severity zone, a hazardous waste site, a delineated earthquake fault zone, and a 100-year floodplain or floodway.
5. Properties must not involve the following: deed-restricted affordable housing for low or moderate incomes; rent-controlled housing; housing on parcels with Ellis Act eviction in the last 15 years; housing occupancy by a tenant currently or in the last three years.

B. Procedural Requirements:

SB 9 requires a city to review and approve the two-unit developments and urban lot splits ministerially (by right). Staff anticipates that reviewing the two-unit developments and urban lot splits would be similar to the current ADU review, which involves submitting detailed drawings to the Planning Division to verify clearance from site prohibitions and review compliance with city-adopted local regulations.

C. Under State Law, the following standards apply:

1. Must not preclude two units of at least 800 square feet each.
2. Must follow local City's setbacks, height, lot coverage, and other development standards, except that the side and rear yards cannot exceed 4 feet.
3. City may require one parking per unit, but no parking space is required if the lot is within ½ mile of a "high-quality transit corridor" or "major transit stop," or within one block of a carshare vehicle.
4. Units created by SB 9 cannot be used for short-term rental.
5. City may only impose objective zoning, subdivision, and design standards if the City adopts such regulations.
6. Lot split requires ministerial approval for a parcel map per the Subdivision Map Act.
7. City may require easements to provide public services, facilities, and access to or adjoin public right-of-way.
8. City cannot require right-of-way dedication or off-site improvements.
9. Owner must sign an affidavit stating the intention to live in one of the units for a minimum of 3 years.
10. The project does not remove more than 25% of exterior walls on a building that currently has a tenant in the last three years.
11. CEQA does not apply.

<u>Proposed Zoning Code (ZCA) 23-01 and Municipal Code Amendments</u>

The new State Law SB 9, effective January 1, 2022, necessitated amending the Zoning (Title 17) and Subdivision (Title 16) of the Covina Municipal Code. The new law includes specific provisions that cities must implement; however, the legislation gives the city minimal discretion in adopting its two-unit developments and urban lot splits ordinance. The proposed ordinance includes limited objective development and design standards that minimize impacts on existing residential neighborhoods while ensuring compliance with SB 9.

A. Zoning Code Amendment (Title 17):

1. Add two-unit developments and urban lot splits as a permitted use in all residential zones, specifically 17.08.020 (A-1), 17.10.020 (A-2), 17.12.020 (E-½), 17.14.020 (E-1), 17.20.020 (R-1-20,000), 17.22.020 (R-1-10,000), 17.24.020 (R-1-8,500) and 17.26.020 (R-1-7500).

2. Modify Chapter 17.04, the definition of "Chief Planning Official."
3. Add section 17.33.060 of two-unit developments and urban lot splits, including objective development and design standards, to Chapter 17.33. The following table identifies key proposed development standards and compares them to SB 9.

Criteria	State Law SB 9	Proposed Code
Two-unit development and urban lot splits		
No. of units per parcel/lot	Two	Two
Minimum lot size	1,200 square feet	1,200 square feet
Minimum unit size	Does not specify	800 square feet
Maximum	At least 800 square feet	Up to 1,000 square feet
Building height	Does not specify	16 feet
Setbacks	Does not specify for front yard but specifies 4 feet for rear and side yards	25 feet for front yard per current code, 4 feet for side and rear yards
Building Separation	Does not specify	6 feet per current code
Parking	City may require one parking per unit, but no parking space is required if the lot is within ½ mile of a "high-quality transit corridor" or "major transit stop," or within one block of a carshare vehicle.	Same as SB 9
Lot coverage	Does not specify	50% per current code, allow an increase to accommodate the two units
Owner occupancy	Owner occupancy of 3 years required; no short-term rental	Same as SB 9
Nonconforming conditions	Nonconforming setbacks may be retained for existing structures	Same as SB 9
Accessory structures	Does not specify	Follow current code for setbacks
Access to public street	Does not specify	Required for each new lot; new lot must have 20 feet of street frontage and 25 feet of street frontage if the lot depth exceeds 150 feet
Deed restriction	Prohibit: short-term rental, non-residential use, condominium airspace, more than two units per lot, further lot split	Same as SB 9

4. In addition to complying with SB 9, the proposed ordinance included additional (customized) objective standards for clarity. The following highlights a few of the objective standards:
   - No more than two dwelling units of any kind may be constructed or maintained on a lot that results from an urban lot split. The two-unit limitation applies to any combination of primary dwelling units, ADUs, and JADUs. Examples are as follows:
     1. one primary dwelling unit and one ADU (detached or attached); or
     2. one primary dwelling unit and one JADU; or
     3. two dwelling units.

     The combination of two dwelling units plus one ADU and one JADU is not permitted on a lot that

results from an urban lot split.

- Require a minimum of 200 square feet of private open space.
- Require any fencing and walls to follow the current code.
- Require new units to match the primary dwelling in exterior materials, colors, and dominant roof pitch.

B. Municipal Code Amendment (Subdivision Title 16):

1. Modify Chapter 16.02, section 16.02.050, adding administrative approval for urban lot split.
2. Modify Chapter 16.04, the definition of "BB. Tentative Map"
3. Add a new section to Chapter 16.06 to establish administrative procedures for reviewing and approving urban lot split.

Implementation – Forms and Checklists

To help the public determine eligibility for implementing two-unit developments and urban lot splits, staff prepared several forms and checklists, including Frequently Ask Questions (FAQ) handouts. The various handout are posted on City's website:

https://covinaca.gov/pc/page/sb-9-two-unit-development

FISCAL IMPACT:

The staff does not expect any fiscal impacts related to the Zoning and Municipal Code amendments.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Under California Government Code sections 65852.21, subdivision (j), and 66411.7, subdivision (n), the adoption of an ordinance by a city implementing the provisions of Government Code sections 66411.7 and 65852.21 and regulating two-unit residential developments and urban lot splits is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA"). Therefore, this ordinance is statutorily exempt from CEQA in that the ordinance implements these new laws enacted by SB 9. In addition to being statutorily exempt from CEQA, this ordinance is also categorically exempt from CEQA under Class 3 as outlined in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts the construction and location of new, small structures and the conversion of existing small structures from one use to another. This ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the construction of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit in a residential zone.

Respectfully submitted,

Brian K. Lee
Director of Community Development

ORDINANCE 23-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO ESTABLISH REGULATIONS TO IMPLEMENT TWO-UNIT RESIDENTIAL DEVELOPMENTS AND URBAN LOT SPLITS IN SINGLE FAMILY ZONES AS REQUIRED BY SENATE BILL 9 (2021-2022), BY APPROVING ZONING CODE AMENDMENT (ZCA) 23-01 TO AMEND TITLE 17 (ZONING) BY MODIFYING DEFINITION SECTION 17.04.143, SINGLE FAMILY RESIDENTIAL ZONES SECTIONS 17.08.020 (A-1), 17.10.020 (A-2), 17.12.020 (E-½), 17.14.020 (E-1), 17.20.020 (R-1-20,000), 17.22.020 (R-1-10,000), 17.24.020 (R-1-8,500) AND 17.26.020 (R-1-7500) FOR PERMITTED USES, AND ADDING A NEW SECTION 17.33.060; AND APPROVING MUNICIPAL CODE AMENDMENT TO AMEND TITLE 16 (SUBDIVISION), BY MODIFYING CHAPTERS 16.02, 16.04, 16.14, AND ADDING NEW SECTION FOR CHAPTER 16.06, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, in 2021, the California Legislature approved and the Governor signed into law Senate Bill 9 ("SB 9"), which among other things, added Sections 65852.21 and 66411.7 to the Government Code, enacting new limits on local authority to regulate urban lot splits and two-unit projects on land otherwise zoned for single-family development; and

WHEREAS, SB 9 allows local agencies to adopt the objective design, development, and subdivision standards for two-unit residential developments and urban lot splits; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with Government Code Sections 65852.21 and 66411.7 and to regulate projects governed by SB 9 appropriately; and

WHEREAS, Government Code Section 65854 requires the Planning Commission to hold a duly noticed public hearing on a proposed amendment to a zoning ordinance; and

WHEREAS, Government Code Section 65855 requires the Planning Commission to provide a written recommendation to the City Council regarding an amendment to a zoning ordinance; and

WHEREAS, Covina Municipal Code Section 17.80.050 further provides that any recommendation by the Planning Commission for an amendment shall require an affirmative vote of not less than two-thirds of the total voting members after at least one public hearing and must be filed with the City Council, together with a report of findings, hearings, and other supporting data, within thirty (30) days after the conclusion of the public hearing; and

WHEREAS, on March 14, 2023, the Planning Commission conducted a duly noticed public hearing and considered the proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16. After receiving oral and written evidence, and public input, the Planning Commission concluded the hearing on that date, and by a 5-0-0 vote, adopted Resolution

No. 2023-003 PC recommending to the City Council the approval of the Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16; and

WHEREAS, Government Code Section 65856 and Covina Municipal Code Section 17.80.080 require the City Council to hold a duly noticed public hearing regarding an amendment to a zoning ordinance; and

WHEREAS, on April 18, 2023, the City Council of the City of Covina held a duly noticed public hearing as prescribed by law to consider the proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16, and any comments received prior to or at the public hearing, at which time staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16, the City Council closed the public hearing on that same date; and

WHEREAS, all legal prerequisites prior to adoption of this Ordinance have occurred.

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

SECTION 1. Recitals. The facts outlined in the recitals above are true and correct and incorporated into this Ordinance as substantive findings of the City Council.

SECTION 2. CEQA. Under California Government Code Sections 65852.21, subdivision (j), and 66411.7, subdivision (n), the adoption of an ordinance by a city implementing the provisions of Government Code Sctions 65852.21 and 66411.7 and regulating two-unit residential developments and urban lot splits is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA"). Therefore, this Ordinance is statutorily exempt from CEQA in that the Ordinance implements Government Code Sections 65852.21 and 66411.7. In addition to being statutorily exempt from CEQA, this Ordinance is also categorically exempt from CEQA under Class 3 as outlined in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts the construction and location of new, small structures and the conversion of existing small structures from one use to another. This Ordinance is categorically exempt under the Class 3 exemption because the Ordinance regulates the construction of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit in a residential zone. Further, this Ordinance is not subject to CEQA under the general rule in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Any development that would be contemplated under this Ordinance must be treated ministerially, and any such projects would be exempt from the environmental review requirements. For the reasons stated above, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

SECTION 3. Zoning Code Amendment Approval. The City Council does hereby approve Zoning Code Amendment (ZCA) 23-01 and amends Title 17 (Zoning) by modifying the definition of chief planning official, the permitted uses for single family residential zones and adding new

development regulations pertaining to two-unit residential developments and urban lot splits as set forth in Sections 4 through 13.

SECTION 4. Section 17.04.143 (Chief planning official) of Chapter 17.04 (Definitions and Standards) of the Covina Municipal Code is hereby amended to read as follows:

> "Chief planning official" means the director of community development or his designee, who is responsible for the administration and supervision of the planning division of the community development department for the city of Covina. References in this title to director, planning director, city planner or planning official shall be deemed to refer to the chief planning official."

SECTION 5. Section 17.08.020 (Permitted Uses) of Chapter 17.08 (A-1 Agricultural and Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "K" to read as follows, with all other provisions of Section 17.08.020 remaining unchanged:

> "K. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

SECTION 6. Section 17.10.020 (Permitted Uses) of Chapter 17.10 (A-2 Agricultural and Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "C" to read as follows, with all other provisions of Section 17.10.020 remaining unchanged:

> "C. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

SECTION 7. Section 17.12.020 (Permitted Uses) of Chapter 17.12 (E-½ Estate Residential Zone (Single-Family Estate)) of the Covina Municipal Code is hereby amended to add a new subsection "J" to read as follows, with all other provisions of Section 17.12.020 remaining unchanged:

> "J. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

SECTION 8. Section 17.14.020 (Permitted Uses) of Chapter 17.14 (E-1 Estate Residential Zone (Single-Family Estate)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.14.020 remaining unchanged:

> "H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

SECTION 9. Section 17.20.020 (Permitted Uses) of Chapter 17.20 (R-1-20,000 Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.20.020 remaining unchanged:

"H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

SECTION 10. Section 17.22.020 (Permitted Uses) of Chapter 17.22 (R-1-10,000 Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.22.020 remaining unchanged:

"H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

SECTION 11. Section 17.24.020 (Permitted Uses) of Chapter 17.24 (R-1-8500 Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.24.020 remaining unchanged:

"H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

SECTION 12. Section 17.26.020 (Permitted Uses) of Chapter 17.26 (R-1-7500 Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.26.020 remaining unchanged:

"H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

SECTION 13. Section 17.33.060 (Two-Unit Developments and Urban Lot Splits) is hereby added to Chapter 17.33 (Special Housing Regulations) of the Covina Municipal Code to read as set forth below:

"17.33.060 Two-Unit Residential Developments and Urban Lot Splits in Single-Family Residential Zones.

A. Purpose, Applicability, Definitions, Interpretation.

1. Purpose. The purpose is to comply with California Government Code Sections 65852.21 and 66411.7, and appropriately regulate qualifying SB 9 two-unit residential developments and urban lot splits within single-family residential zones.

2. Applicability. The standards and limitations outlined in CMC Section 17.33.060 shall apply to SB 9 two-unit residential developments and urban lot splits within a single-family residential zone in the City, notwithstanding any other conflicting provisions of the Covina Municipal Code ("CMC"). In case of conflicts between the provisions of CMC Section 17.33.060, and any other provisions of the CMC, the provisions of CMC Section 17.33.060 shall prevail. If SB 9 or those sections of the Government Code are ever repealed or deemed to be unconstitutional or no longer in effect, this section shall be automatically repealed.

3. Definitions. The following terms shall have the following meanings:

a. ADU and JADU shall have the meanings ascribed to these terms in CMC chapter 17.69 (Accessory Dwelling Units).

b. "New primary dwelling unit" shall mean creating a new, additional dwelling unit or expanding an existing dwelling unit. ADU or a JADU does not constitute a new primary dwelling unit.

c. "Single-family residential zone" includes the A-1, A-2, E-1, E-1/2, E-21/2, R-1-20,000, R-1-10,000, R-1-8500, and R-1-7500 zoning districts.

d. "SB 9" means Senate Bill No. 9, Statutes of 2021, Chapter 162, (2021). The bill amended Government Code Section 66452.6 and added Government Code Sections 65852.21 and 66411.7.

e. "SB 9 two-unit residential development" shall mean a housing development containing no more than two primary residential units within a single-family residential zone that qualifies for ministerial review according to California Government Code Section 65852.21. A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing primary unit.

f. "Urban lot split" shall mean a parcel map subdivision permitted according to the regulations outlined in Government Code Section 66411 that creates no more than two parcels of approximately equal size.

g. "Lot area" shall mean the total area measured horizontally within the lot lines and shall not have a slope steeper than four to one (4 feet horizontal to 1 foot vertical).

4. Interpretation. The provisions of this section shall be interpreted to be consistent with the provisions of California Government Code Sections 65852.21 and 66411.7 and shall be applied in a manner consistent with state law. The City shall not apply any requirement or development standard provided for in this section to the extent prohibited by any provision of state law.

B. Permit Application and Review Procedures.

1. Application. An applicant for an SB 9 two-unit residential development or an urban lot split shall submit an application on a form prepared by the City, along with all information and materials prescribed by such form. No application shall be accepted unless it is completed as prescribed and is accompanied by payment for all applicable fees.

2. Review. Consistent with state law, the chief planning official will consider and approve or disapprove a complete application for an SB 9 two-unit residential

development, or an urban lot split ministerially, without discretionary review or public hearing.

3. Nonconforming Conditions.

a. An SB 9 two-unit residential development may only be approved if all non-conforming zoning conditions are corrected.

b. The correction of legal non-conforming zoning conditions is not a condition for ministerial approval of a parcel map for an urban lot split.

4. Effectiveness of Approval. The ministerial approval of an SB 9 two-unit residential development or a parcel map for an urban lot split does not take effect until all required documents have been recorded and submitted to the City.

5. Hold Harmless. Approval of an SB 9 two-unit residential development or a parcel map for an urban lot split shall be conditioned on the applicant agreeing to defend, indemnify and hold harmless the City, its officers, agents, employees, and consultants from all claims and damages (including attorney's fees) related to the approval and its subject matter.

6. Denial Based on Specific, Adverse Impacts. Notwithstanding anything else in this section, the Building Official may deny an application for an SB 9 two-unit residential development or a parcel map for an urban lot split if the Building Official makes both of the following written findings, based on a preponderance of the evidence, that: 1) the project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of California Government Code Section 65589.5, upon either public health and safety or on the physical environment and 2) there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

C. Qualifying Requirements.

A proposed urban lot split or SB 9 two-unit residential development must meet <u>all of</u> the following requirements to qualify for a ministerial review according to the provisions of this section. The applicant shall be responsible to demonstrate to the reasonable satisfaction of the chief planning official that each of these requirements is satisfied. The applicant and each property owner shall provide a sworn statement, in a form approved by the chief planning official, attesting to all facts necessary to establish that each requirement is met.

1. The subject property shall be located within a single-family residential zone.

2. The proposed development shall not be located on any site identified in subparagraphs (B) to (K), inclusive of paragraph (6) of subdivision (a) of California Government Code Section 65913.4, unless the development satisfies the requirements specified therein. Such sites include, but are not limited to, prime farmland, wetlands, high or very high fire hazard severity zones, special flood hazard areas, regulatory floodways, and lands identified for conservation or habitat preservation as specifically defined in Government Code Section 65913.4.

3. The proposed development shall not be located within a historic district or on the property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the California Public Resources Code, or within a site that is designated or listed as a city landmark or historic property pursuant to a city ordinance.

4. The proposed development shall not require the demolition or alteration of housing that is subject to a recorded covenant, Ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

5. The proposed development shall not require the demolition or alteration of housing that is subject to any form of rent or price control.

6. The proposed development shall not involve the demolition of more than 25 percent of the exterior walls of an existing dwelling.

7. The proposed development shall not require the demolition or alteration of housing that has been occupied by a tenant within the last three (3) years.

8. In the case of an urban lot split, the lot proposed to be subdivided shall not have been established through a prior urban lot split.

9. In the case of an urban lot split, the lot proposed to be subdivided ("subject lot") is not adjacent to any lot that was established through an urban lot split by the owner of the subject lot or by any person acting in concert with the owner of the subject lot.

10. No unpermitted construction or illegal non-conforming zoning conditions shall exist on the property.

11. Except where superseded by this Section, development shall comply with the objective standards of the zone in which the lot is located.

D. Number of Dwelling Units Permitted on a Lot.

1. Notwithstanding any other provisions of the CMC, state law requires the City to permit a lot located within a single-family residential zone to contain up to two primary dwelling units. The two units must be developed and maintained to comply with the requirements outlined in this section.

2. No more than two dwelling units of any kind may be constructed or maintained on a lot that results from an urban lot split. For purposes of this subdivision, the two-unit limitation applies to any combination of primary dwelling units, ADUs, and JADUs. Examples are as follows:

a. one primary dwelling unit and one ADU (detached or attached); or

b. one primary dwelling unit and one JADU; or

c. two dwelling units.

The combination of two dwellings units plus one ADU and one JADU are not permitted on a lot that results from an urban lot split.

E. Separate Conveyance.

1. Primary dwelling units located on the same lot may not be owned or conveyed separately from one another. All fee interest in a lot and all dwellings must be held equally and undivided by all individual owners of the lot.

2. Condominium airspace divisions and common interest developments are not permitted on a lot created through an urban lot split or containing an SB 9 two-unit residential development.

F. Residential Use Only.

Non-residential use is not permitted on any lot created through an urban lot split or containing an SB 9 two-unit residential development.

G. No Short-Term Rentals Permitted.

The rental of any dwelling unit on a lot created through an urban lot split or containing an SB 9 two-unit residential development shall be for a term longer than 30 consecutive days.

H. Housing Crisis Act Replacement Housing Obligations.

If the proposed development results in the demolition of protected housing, as defined in California Government Code Section 66300, the applicant shall replace each demolished protected unit and comply with all applicable requirements imposed according to subsection (d) of Government Code Section 66300.

I. Development and Objective Design Standards.

A qualifying SB 9 two-unit residential development and any development on a lot created through an urban lot split shall be subject to the development and design standards outlined in this section. In addition, except as modified or provided by this section or state law, an SB 9 two-unit residential development and any development on a lot created through an urban lot split shall conform to all objective development standards applicable to the lot as outlined in this section and all applicable objective standards and criteria contained in standard plans and specifications, policies, and standard conditions duly promulgated and adopted by the City, and the Los Angeles County Fire Department.

1. Development Standards.

Unit Size		
Minimum for each dwelling	800 SF (Square Feet)	A legally established primary dwelling less than 800 SF may expand to up to 1,000 SF
Maximum for each dwelling	1,000 SF (Square Feet)	A legally established primary dwelling more than 1,000 SF shall not be expanded

Building Height (maximum)	16 feet	Height measured from the ground level to the highest point of the roof
Building Separation	6 feet	Between all detached structures: residential units, garages, accessory structures; and, comply with building codes
Front Yard Landscape Coverage (Maximum)	50%	Exclude the allowed standard driveway (12 feet wide) in the front yard

2. Setbacks.

   a. The following are minimum setbacks from the property lines for each new primary dwelling unit and new detached garage and accessory structures:

Minimum Setbacks (feet)	Front	Rear	Interior Side	Street Side	Reverse Corner side
New primary dwelling unit	25	4	4	12.5	15
New detached garage and accessory structures	25	4	4	12.5	15

   b. Any construction occurring on a lot that abuts a street that has not been fully improved shall observe all building setbacks from the ultimate right-of-way of the street.

   c. Exceptions. The above minimum setback requirements do not apply or shall be modified in the following circumstances:

      i. No increased setback is required for an existing structure or for a new primary dwelling unit that is constructed in the same location and to the same dimensions as an existing structure.

      ii. A required minimum setback may be reduced pursuant to subsection if it would physically preclude the development or maintenance of two dwelling units on a lot, or physically preclude any new primary dwelling unit from being 800 square feet in floor area, but must comply with building codes.

      iii. Permitted projections into required yards. The following architectural features may project into any required setback a maximum of 2 feet: cornices, eaves, belt courses, sills, buttresses, planter boxes, masonry planters, guard railings, chimneys, and similar architectural projections with no floor area, including, but not limited to, windows and pilasters. Architectural projections must comply with distance separation from building walls or property lines as required by building codes.

3. Open Space. Each new primary dwelling unit shall provide, at a minimum, a continuous private open space of 200 square feet. The private open space area shall be

open and unobstructed from the ground to the sky. The private open space may be located within the interior side or rear setback areas.

4. Landscaping. All setback areas, and all areas not designated for walkways, parking, drive aisles, and private recreation areas, shall be fully landscaped and irrigated. Each development shall comply with the CMC Chapter 17.82, Water Efficient Landscape Regulations.

5. Perimeter Block Walls. Each development shall provide a perimeter wall with a maximum height of 6 feet, as measured from the finished grade next to the wall, including any retaining wall portion and up to the top of the wall. Perimeter block walls shall comply with the following requirements:

a. All perimeter walls shall comply with the requirements as contained in CMC Section 17.26.170 through 17.26.210 (Walls, Fences, and Hedges).

b. The property owner shall work with the adjoining property owners to design and construct the perimeter block walls to avoid double walls. If the property owner cannot obtain approval from the adjoining property owners, the property owner shall construct the new wall with a decorative cap to be placed between the new and the existing wall.

c. Perimeter and privacy walls shall be decorative with stucco finish, slump stone or split-face block, or a combination of said materials.

d. Perimeter walls within the 25 feet front yard setback area shall not exceed 3 feet in height from the finished surface.

6. Off-Street Parking.

a. Required Parking. Provide one off-street parking space for each new primary dwelling unit unless one of the following applies:

i. The lot is located within one-half mile walking distance of either (i) a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the California Public Resources Code, including Covina Metrolink Station, or (ii) a major transit stop as defined in Section 21064.3 of the California Public Resources Code, including Foothill Transit Center.

ii. The lot is located within one block of a car-share vehicle location.

b. Off-street parking spaces for an existing primary dwelling shall continue to be provided in accordance with the standards for the underlying zone.

c. Required parking for new primary dwelling units may be provided within an enclosed garage or as open parking spaces on the lot, but not as tandem parking. Open parking spaces may be located within the side or rear setbacks.

d. All required parking spaces shall be 9 feet in width and 19 feet in depth, unobstructed.

e. Each enclosed garage shall maintain the minimum interior parking dimensions of 9 feet width by 19 feet depth, unobstructed. No storage cabinets or mechanical equipment, including, but not limited to water heaters, utility sinks, washers and dryers, solar power battery pack, or similar equipment, shall encroach into the required parking area.

7. Unit Design Standards.

a. If the lot contains an existing primary dwelling that was legally established prior to the filing of a complete application for a two-unit development or an urban lot split, any new additional primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the dominant feature of the roof.

b. If two new primary dwelling units are to be developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.

c. Each new primary dwelling unit shall have the main entry clearly defined, and to the extent possible, shall orient directly toward the street(s) to provide consistency with the neighborhood. Provide a covered entry to the dwelling unit with a minimum depth of 3 feet. Each covered entry shall be proportionate to the building and incorporate architectural features consistent with the overall building design.

8. Laundry Facilities. Each new primary dwelling unit shall have a laundry space located within the unit or within a garage accessible from the unit that is equipped with washer and dryer hook-ups. If the laundry facilities are located within an enclosed garage, the laundry equipment shall not encroach into the interior garage parking area.

9. Water Heaters. Each new primary dwelling unit shall have a separate hot water facility. No exterior water heater enclosures shall be permitted.

10. Mechanical Equipment, Metering Devices. Roof-mounted mechanical equipment is not permitted. All ground-mounted equipment and above-ground utility meters, including, but not limited to, heating, cooling, or ventilating equipment, water meters, gas meters, and irrigation equipment, shall be shown on the site plan and, to the extent possible, be placed outside the required front setback area. If mechanical equipment or metering devices are located between a structure and the property line, provide an unobstructed three-foot-wide path.

11. Access and Circulation.

a. Provide adequate on-site vehicular access, circulation, back-up, and turn-around areas that comply with applicable city standards.

b. The minimum street frontage for a flag lot is 20 feet. If the lot depth of the new parcel in the rear (flag lot) is more than 150 feet, the minimum street frontage must be 25 feet.

c. Driveways shall maintain a minimum width of 20 feet unless a wider width is required for emergency access.

d. Adequate access to each residential unit on the lot for fire and emergency medical service personnel and vehicles must be provided. The Los Angeles County Fire Department must confirm that all applicable fire and emergency access requirements are met before the City will approve an application.

12. Refuse Storage Areas. All developments shall provide each unit with the appropriate number of containers for recyclables, organics, and non-recyclable solid waste ("trash containers") and shall be stored within designated storage areas only.

13. Utilities.

a. Each primary dwelling unit on a lot must have its direct utility connection to the utility/public service provider. However, all new utilities must be undergrounded.

b. The property owner/applicant must obtain all necessary and required easements for providing electricity, gas, water, sewer, and other utility or public service to the lot before issuing any permits for any dwelling unit, in compliance with CMC Sections 17.33.060J, 17.33.060K and 17.33.060L.

c. Submitted plans shall show the location and dimension of all proposed above-ground and underground utility and public service facilities serving the lot and each dwelling unit and the location and dimensions of all related easements.

14. Building and Safety. All structures built on the lot must comply with current local building standards.

15. Grading. Grading, filling, excavating and construction activities must comply with health and safety requirements of California Building and Grading Standards. The maximum encroachment into any four to one (4:1) or greater slopes shall not exceed a distance of 6 feet.

16. Drainage and Stormwater Management. Each lot will drain to the street or an approved storm drain facility. The design of parkway culverts and storm drain lateral pipe connections to city-maintained storm drains within the city right-of-way shall comply with applicable city standards. SB 9 two-unit residential developments and the development on lots created through an urban lot split are subject to CMC Chapter 8.50 ("Storm Water Quality and Urban Runoff Control"). They must comply with all applicable, related rules, requirements, and standards, including, but not limited to, the preparation and implementation of a water quality management plan that meets applicable requirements.

17. Exceptions to Objective Standards.

a. The chief planning official shall approve an exception to any of the standards specified in this section or any applicable objective zoning, subdivision, or design standards upon determining that complying with the standard would physically preclude the construction of up to two residential units or would physically preclude either of the two residential units from being 800 square feet in floor area to the extent necessary to allow the development of two primary residential units (800 square feet each) on a lot according to this section. The City prioritizes some objective development standards over others, as provided in the priority below. In applying the exceptions required by this section, a proposed project shall be designed such that a development standard given a lower priority is modified or waived before a development standard given a higher priority. If a proposed project can be designed such that each lot can accommodate two (2) 800 square feet primary dwelling units by modifying or waiving a development standard with a lower priority, then an application that proposes a design requiring the modification or waiver of a development standard with a higher priority will be denied. The City prioritizes the following standards in the following descending order of priority, with the first development standard listed having the highest priority:

i. Lot width

ii. Building height

iii. Front setback

iv. Maximum front setback coverage (50%)

v. Open space (200 square feet)

vi. Lot coverage (50%)

b. The following standards and requirements of this section will not be waived or modified:

i. Building Code requirements;

ii. Federal requirements; and

iii. Other standards imposed by state law, including but not limited to SB 9.

c. As part of its application, the applicant shall provide a written explanation that (a) specifically describes every development standard the applicant seeks to modify and waive, and to what extent, (b) demonstrates why waiver or modification of each development standard is needed to prevent physically precluding the construction of up to two primary residential units on the lot and/or each new unit from being at least 800 square feet in floor area, and (c) demonstrates that the requested modifications and/or waivers are consistent with the priority set forth in this subsection.

J. Additional Requirements for Urban Lot Splits

1. Approval. An application for a parcel map for an urban lot split is approved or denied ministerially, by the chief planning official, without discretionary review.

2. An urban lot split must conform to all applicable objective requirements of the Subdivision Map Act, including implementing provisions in the CMC, except as otherwise provided in this section. Notwithstanding the foregoing, no dedication of rights-of-way or construction of offsite improvements is required solely for an urban lot split.

3. Lot Size and Lot Area. The parcel map for an urban lot split must subdivide an existing lot to create no more than two new lots of approximately equal lot area, provided that one lot shall not be smaller than 40 percent of the lot area of the original lot proposed for subdivision. Both newly created lots must each be no smaller than 1,200 square feet. Lot area must comply with the definition outlined in the definition section and contained in CMC Section 17.04.360.

4. Easements.

a. The owner must enter into an easement agreement with each utility/public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the lots resulting from the urban lot split ("resulting lots").

b. Each easement must be shown on the tentative parcel map and the final parcel map.

c. Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property before the final parcel is approved and recorded with the Office of County Recorder.

5. Lot Access.

a. Each resulting lot must adjoin the public right-of-way.

b. Each resulting lot must have frontage on the public right-of-way of at least 20 feet. If the resulting lot has a lot depth of more than 150 feet, the street frontage shall increase to 25 feet.

6. Improvements Required. Each resulting lot must be developed in accordance with improvement plans processed concurrently with the parcel map application and approved by the City, showing the location and dimensions of all structures, drive aisles, parking areas, pedestrian pathways, and other improvements proposed to be constructed or to remain on each lot. Approval of a parcel map for an urban lot split shall be subject to the City's approval of such related improvement plans and all related entitlements or other approvals required by this Code. Any proposed development on one of the lots that is inconsistent with or not shown on the improvement plans

approved concurrently with the urban lot split shall be subject to review and approval by the City in accordance with the applicable requirements of this Code.

7. Required Affidavit. Except as provided in Government Code Section 66411.7 for community land trusts and qualified nonprofit corporations, the applicant for a parcel map for an urban lot split must sign an affidavit provided by the City stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of three years after the final parcel map for the urban lot split is approved.

K. Compliance with Emergency Access and Service Requirements.

Development of a lot pursuant to this section must conform and comply with all applicable provisions of the fire code and applicable requirements promulgated by the Los Angeles County Fire Department intended to ensure sufficient emergency access is provided or maintained. Prior to submitting a complete application for an SB 9 two-unit residential development or an urban lot split, the applicant shall obtain and provide City with written confirmation from the Los Angeles County Fire Department that the proposed development complies with all such requirements.

L. Deed Restriction.

Prior to approval of a parcel map for an urban lot split or the issuance of a building permit, whichever comes first, for the development of an SB 9 two-unit residential development, the owner(s) of record of the property shall provide the chief planning official a copy of a covenant agreement, declaration of restrictions, or similar deed restriction ("deed restriction") recorded against the property, which is in a form prepared by and acceptable to the chief planning official, and that does each of the following:

1. Rental Terms. Expressly requires that the rental of any dwelling unit on the property shall be for a term longer than 30 consecutive days.

2. Expressly prohibits any non-residential use of the lot.

3. Expressly prohibits primary dwelling units located on the same lot from being owned or conveyed separately from one another.

4. Expressly requires all fee interest in each lot and all dwellings to be held equally and undivided by all individual owners of the lot.

5. Expressly prohibits condominium airspace divisions and common interest developments on the property.

6. States that the property was formed and developed according to the provisions of this SB 9 and this section and is therefore subject to the city regulations outlined in this section, including all applicable limits on dwelling size and development.

7. Expressly prohibits more than two dwelling units of any kind from being constructed or maintained on a lot that results from an urban lot split.

8. Expressly prohibits any subsequent urban lot split for lots that were previously created by an urban lot split under SB 9.

9. States (i) that the deed restriction is for the benefit of and is enforceable by the City, (ii) that the deed restriction shall run with the land and shall bind future owners, their heirs, and successors and assigns, (iii) that lack of compliance with the deed restriction shall be good cause for legal action against the owner(s) of the property; (iv) that, if the City is required to bring legal action to enforce the deed restriction, then the City shall be entitled to its attorneys' fees and court costs; and (v) that the deed restriction may not be modified or terminated without the prior written consent of the chief planning official.

M. Fees.

Development of lots pursuant to this section shall be subject to all applicable fees, including development impact fees, and assessments, duly adopted by the City.

N. Objective Standard Conditions.

The chief planning official is authorized to promulgate objective standard conditions implementing this section, which are consistent with applicable provisions of CMC and state law, that shall apply to the application and development of two-unit developments and urban lot splits, and to publish such standard conditions on the City's internet website. Applicants must comply with all objective standard conditions duly promulgated by the chief planning official and published on the City's internet website.

O. Expiration of Approval.

The approval of an SB 9 two-unit residential development shall become null and void if construction is not commenced within two years of the approval and diligently advanced until completion of the project. In the event construction of the project is commenced, but not diligently advanced until completion, the rights granted pursuant to the approval shall expire if the building permits for the project expire."

SECTION 14. Municipal Code Amendment Approval for Title 16 Subdivision. The City Council does hereby approve Municipal Code Amendment and amend Title 16 (Subdivision) Chapters 16.02, 16.04, 16.06 and 16.14 pertaining to Urban Lot Splits as set forth in Sections 15 to 19.

SECTION 15. Table: 1-1 of Section 16.02.050 (Review and approval authority of advisory agencies) of Chapter 16.02 (General Provisions) of the Covina Municipal Code is hereby amended to remove the "simple parcel map" row and read as follows:

"Table 1-1 – Review and Approval Authority

Type of Action	Review Authority	Approval Authority
Tentative maps:	Planning commission	City council

a. Tentative parcel map (4 or less lots/parcels; all others) b. Tentative tract map (5 or more lots/parcels; all others)		
Vesting tentative maps	Planning commission	City Council
Correction/amendment of maps	City staff and other responsible agencies	Chief planning official or city engineer
Tentative map extensions	City staff and other responsible agencies	Planning commission
Final maps or parcel maps	City staff and other responsible agencies	City council
Urban lot split	City staff and other responsible agencies	Chief planning official or city engineer
Certificate of compliance	City staff and other responsible agencies	City engineer
Reversion to acreage	City staff and other responsible agencies	Planning commission
Lot and parcel mergers	City staff and other responsible agencies	City engineer
Lot line adjustments	City staff and other responsible agencies	Chief planning official or city engineer

SECTION 16. Section 16.04.020 (Special Definitions) of Chapter 16.04 (Definitions) of the Covina Municipal Code is hereby amended to revise subsection "BB" to read as follows, with all other provisions of Section 16.04.020 remaining unchanged:

> "BB. "Tentative map" shall mean a map for a proposed subdivision prepared in accordance with the provisions of the Subdivision Map Act for the purpose of showing the design of the proposed subdivision and the existing conditions in and around it. A tentative map need not be based upon an accurate or detailed field survey."

SECTION 17. Section 16.06.010 (Subdivisions of four or less lots – Parcel map) of Chapter 16.06 (Map Requirements) of the Covina Municipal Code is hereby amended read as follows:

> **"16.06.010 Subdivisions of four or less lots – Parcel map.**
>
> Except where exempted by CMC 16.02.040, a tentative parcel map and parcel map shall be required for all divisions of land into four or less parcels or lots, or four or less condominium units or stock cooperative units, a community apartment project containing four or less parcels or lots or for the conversion of a dwelling to a stock cooperative containing four or less dwelling units."

SECTION 18. Section 16.06.025 (Urban Lot Splits (SB 9)) is hereby added to Chapter 16.06 (Map Requirements) of the Covina Municipal Code to read as follows:

> **"16.06.025 Urban Lot Splits (SB 9).**

The provisions of this section apply to the processing of parcel maps for urban lot splits pursuant to California Government Code Section 66411.7 and CMC Section 17.33.060.

A. Notwithstanding the Subdivision Map Act or any other provision of CMC Chapter 16 (Subdivisions), an application for a parcel map for an urban lot split is approved or denied ministerially, by the chief planning official, without discretionary review. A tentative parcel map for an urban lot split is approved ministerially if it complies with the requirements of CMC 17.33.060 and applicable objective requirements of CMC Chapter 16 (Subdivisions) and the Subdivision Map Act. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restrictions and easements, and the applicant has signed an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split. A final parcel map must be recorded with the county recorder.

B. A proposed urban lot split may only be denied if the building official makes a written finding that the proposed housing development project would have a specific, adverse impact upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

C. The chief planning official or city engineer has the authority to interpret and establish guidelines and procedures for the processing, approving, and finalizing parcel maps for urban lot splits, consistent with state and local law."

SECTION 19. Section 16.14.070 (Administrative approval of certain simple parcel maps) of Chapter 16.14 (Final Maps and Parcel Maps) of the Covina Municipal Code is hereby removed, with all other provisions of Chapter 16.14 remaining unchanged.

SECTION 20. This Ordinance shall take effect 30 days after its adoption. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this ordinance to be published and/or posted as required by law..

SECTION 21. If any section, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each other section, clause, phrase, word or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED and **ADOPTED** this ___ day of ____, 20__.

City of Covina, California

BY:_____
WALTER ALLEN, II, Mayor

ATTEST:

_____
FABIAN VELEZ, Deputy City Clerk

APPROVED AS TO FORM:

_____
CANDICE K. LEE, City Attorney

CERTIFICATION

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 23-02 was introduced for first reading at a regular meeting on the ____ day of _____, 20__. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the _____ day of _____, 20__, by the following vote:

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

Dated:

_____
FABIAN VELEZ, Deputy City Clerk

RESOLUTION 2022-003 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE TO ESTABLISH REGULATIONS TO IMPLEMENT TWO-UNIT RESIDENTIAL DEVELOPMENTS AND URBAN LOT SPLITS IN SINGLE FAMILY ZONES AS REQUIRED BY SENATE BILL 9 (2021-2022), BY APPROVING ZONING CODE AMENDMENT (ZCA) 23-01 TO AMEND TITLE 17 (ZONING) BY MODIFYING DEFINITION SECTION 17.04.143, SINGLE FAMILY RESIDENTIAL ZONES SECTIONS 17.08.020 (A-1), 17.10.020 (A-2), 17.12.020 (E-½), 17.14.020 (E-1), 17.20.020 (R-1-20,000), 17.22.020 (R-1-10,000), 17.24.020 (R-1-8,500) AND 17.26.020 (R-1-7500) FOR PERMITTED USES, AND ADDING A NEW SECTION 17.33.060; AND APPROVING MUNICIPAL CODE AMENDMENT TO AMEND TITLE 16 (SUBDIVISION), BY MODIFYING CHAPTERS 16.02, 16.04, 16.14, AND ADDING NEW SECTION FOR CHAPTER 16.06, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, in 2021, the California Legislature approved and the Governor signed into law Senate Bill 9 ("SB 9"), which among other things, added Sections 65852.21 and 66411.7 to the Government Code, enacting new limits on local authority to regulate urban lot splits and two-unit projects on land otherwise zoned for single-family development; and

WHEREAS, SB 9 allows local agencies to adopt the objective design, development, and subdivision standards for two-unit residential developments and urban lot splits; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with Government Code Sections 65852.21 and 66411.7 and to regulate projects governed by SB 9 appropriately; and

WHEREAS, Government Code Section 65854 requires the Planning Commission to hold a duly noticed public hearing on a proposed amendment to a zoning ordinance.

WHEREAS, Government Code Section 65855 requires the Planning Commission to provide a written recommendation to the City Council regarding an amendment to a zoning ordinance; and

WHEREAS, Covina Municipal Code Section 17.80.050 further provides that any recommendation by the Planning Commission for an amendment shall require an affirmative vote of not less than two-thirds of the total voting members after at least one public hearing and must be filed with the City Council, together with a report of findings, hearings, and other supporting data, within thirty (30) days after the conclusion of the public hearing; and

WHEREAS, on March 14, 2023, the Planning Commission conducted a duly noticed public hearing and considered the proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16. After receiving oral and written evidence, and public input, the Planning Commission concluded the hearing on that date; and

WHEREAS, all legal prerequisites prior to adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

Section 2. California Environmental Quality Act Findings. Under California Government Code Sections 65852.21, subdivision (j), and 66411.7, subdivision (n), the adoption of an ordinance by a city implementing the provisions of Government Code Sections 65852.21 and 66411.7 and regulating two-unit residential developments and urban lot splits is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA"). Therefore, this Ordinance is statutorily exempt from CEQA in that the Ordinance implements Government Code Sections 65852.21 and 66411.7. In addition to being statutorily exempt from CEQA, this Ordinance is also categorically exempt from CEQA under Class 3 as outlined in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts the construction and location of new, small structures and the conversion of existing small structures from one use to another. This Ordinance is categorically exempt under the Class 3 exemption because the Ordinance regulates the construction of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit in a residential zone. Further, this Ordinance is not subject to CEQA under the general rule in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Any development that would be contemplated under this Ordinance must be treated ministerially, and any such projects would be exempt from the environmental review requirements. For the reasons stated above, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 3. Findings. Based on the evidence in the record, the Planning Commission finds that the proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment (Subdivision Title 16) are consistent with the Land Use Plan and the Programs and Implementation Measures of the Covina General Plan Land Use Element, and is in compliance with State Law.

Section 4. Planning Commission Recommendation. After giving full consideration to all evidence presented at the public hearing and in consideration of the findings stated in the attached City Council Ordinance, the Planning Commission does hereby recommend that the City Council of the City of Covina adopt the Ordinance attached hereto in as follows:

> DRAFT ORDINANCE NO. 23-____, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO ESTABLISH REGULATIONS TO IMPLEMENT TWO-UNIT RESIDENTIAL DEVELOPMENTS AND URBAN LOT SPLITS IN SINGLE FAMILY ZONES

AS REQUIRED BY SENATE BILL 9 (2021-2022), BY APPROVING ZONING CODE AMENDMENT (ZCA) 23-01 TO AMEND TITLE 17 (ZONING) BY MODIFYING DEFINITION SECTION 17.04.143, SINGLE FAMILY RESIDENTIAL ZONES SECTIONS 17.08.020 (A-1), 17.10.020 (A-2), 17.12.020 (E-½), 17.14.020 (E-1), 17.20.020 (R-1-20,000), 17.22.020 (R-1-10,000), 17.24.020 (R-1-8,500) AND 17.26.020 (R-1-7500) FOR PERMITTED USES, AND ADDING A NEW SECTION 17.33.060; AND APPROVING MUNICIPAL CODE AMENDMENT TO AMEND TITLE 16 (SUBDIVISION), BY MODIFYING CHAPTERS 16.02, 16.04, 16.14, AND ADDING NEW SECTION FOR CHAPTER 16.06, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Section 5. The documents and materials that constitute the record of proceedings on which these findings and this Resolution are based are located at the City Clerk's Office or the Community Development Department, Planning Division, located at 125 E. College Street, Covina, CA 91723 or at www.covinaca.gov. The custodian of these records is the City Clerk.

Section 6. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the members of the Planning Commission of Covina this 14th day of March, 2023.

SUSAN ZERMENO, CHAIR
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the by the following vote of the Planning Commission:

AYES: RICHARDSON, RODRIGUEZ, CONNORS, MCMEEKIN, ZERMENO
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

COVINA PLANNING COMMISSION SECRETARY

ATTACHMENT 1

[DRAFT] ORDINANCE 23-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO ESTABLISH REGULATIONS TO IMPLEMENT TWO-UNIT RESIDENTIAL DEVELOPMENTS AND URBAN LOT SPLITS IN SINGLE FAMILY ZONES AS REQUIRED BY SENATE BILL 9 (2021-2022), BY APPROVING ZONING CODE AMENDMENT (ZCA) 23-01 TO AMEND TITLE 17 (ZONING) BY MODIFYING DEFINITION SECTION 17.04.143, SINGLE FAMILY RESIDENTIAL ZONES SECTIONS 17.08.020 (A-1), 17.10.020 (A-2), 17.12.020 (E-½), 17.14.020 (E-1), 17.20.020 (R-1-20,000), 17.22.020 (R-1-10,000), 17.24.020 (R-1-8,500) AND 17.26.020 (R-1-7500) FOR PERMITTED USES, AND ADDING A NEW SECTION 17.33.060; AND APPROVING MUNICIPAL CODE AMENDMENT TO AMEND TITLE 16 (SUBDIVISION), BY MODIFYING CHAPTERS 16.02, 16.04, 16.14, AND ADDING NEW SECTION FOR CHAPTER 16.06, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, in 2021, the California Legislature approved and the Governor signed into law Senate Bill 9 ("SB 9"), which among other things, added Sections 65852.21 and 66411.7 to the Government Code, enacting new limits on local authority to regulate urban lot splits and two-unit projects on land otherwise zoned for single-family development; and

WHEREAS, SB 9 allows local agencies to adopt the objective design, development, and subdivision standards for two-unit residential developments and urban lot splits; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with Government Code Sections 65852.21 and 66411.7 and to regulate projects governed by SB 9 appropriately; and

WHEREAS, Government Code Section 65854 requires the Planning Commission to hold a duly noticed public hearing on a proposed amendment to a zoning ordinance.

WHEREAS, Government Code Section 65855 requires the Planning Commission to provide a written recommendation to the City Council regarding an amendment to a zoning ordinance; and

WHEREAS, Covina Municipal Code Section 17.80.050 further provides that any recommendation by the Planning Commission for an amendment shall require an affirmative vote of not less than two-thirds of the total voting members after at least one public hearing and must be filed with the City Council, together with a report of findings, hearings, and other supporting data, within thirty (30) days after the conclusion of the public hearing; and

WHEREAS, on March 14, 2023, the Planning Commission conducted a duly noticed public hearing and considered the proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16. After receiving oral and written evidence, and public input, the Planning Commission concluded the hearing on that date, and by a _____vote, adopted Resolution No. 2023-003 PC recommending to the City Council the approval of the Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16; and

WHEREAS, Government Code Section 65856 and Covina Municipal Code Section 17.80.080 require the City Council to hold a duly noticed public hearing regarding an amendment to a zoning ordinance; and

WHEREAS, on _____the City Council of the City of Covina held a duly noticed public hearing as prescribed by law to consider the proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16, and any comments received prior to or at the public hearing, at which time staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Zoning Code Amendment (ZCA) 23-01 and Municipal Code Amendment for Title 16, the City Council closed the public hearing on that same date; and

WHEREAS, all legal prerequisites prior to adoption of this Ordinance have occurred.

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

Section 1. Recitals. The facts outlined in the recitals above are true and correct and incorporated into this Ordinance as substantive findings of the City Council.

Section 2. CEQA. Under California Government Code Sections 65852.21, subdivision (j), and 66411.7, subdivision (n), the adoption of an ordinance by a city implementing the provisions of Government Code Sctions 65852.21 and 66411.7 and regulating two-unit residential developments and urban lot splits is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA"). Therefore, this Ordinance is statutorily exempt from CEQA in that the Ordinance implements Government Code Sections 65852.21 and 66411.7. In addition to being statutorily exempt from CEQA, this Ordinance is also categorically exempt from CEQA under Class 3 as outlined in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts the construction and location of new, small structures and the conversion of existing small structures from one use to another. This Ordinance is categorically exempt under the Class 3 exemption because the Ordinance regulates the construction of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit in a residential zone. Further, this Ordinance is not subject to CEQA under the general rule in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Any development that would be contemplated under this Ordinance must be treated ministerially, and any such projects would be exempt from the environmental review requirements. For the reasons stated above, it can be seen

with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 3. Zoning Code Amendment Approval. The City Council does hereby approve Zoning Code Amendment (ZCA) 23-01 and amends Title 17 (Zoning) by modifying the definition of chief planning official, the permitted uses for single family residential zones and adding new development regulations pertaining to two-unit residential developments and urban lot splits as set forth in Sections 4 through 13.

Section 4. Section 17.04.143 (Chief planning official) of Chapter 17.04 (Definitions and Standards) of the Covina Municipal Code is hereby amended to read as follows:

> "Chief planning official" means the director of community development or his designee, who is responsible for the administration and supervision of the planning division of the community development department for the city of Covina. References in this title to director, planning director, city planner or planning official shall be deemed to refer to the chief planning official."

Section 5. Section 17.08.020 (Permitted Uses) of Chapter 17.08 (A-1 Agricultural and Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "K" to read as follows, with all other provisions of Section 17.08.020 remaining unchanged:

> "K. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

Section 6. Section 17.10.020 (Permitted Uses) of Chapter 17.10 (A-2 Agricultural and Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "C" to read as follows, with all other provisions of Section 17.10.020 remaining unchanged:

> "C. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

Section 7. Section 17.12.020 (Permitted Uses) of Chapter 17.12 (E-½ Estate Residential Zone (Single-Family Estate)) of the Covina Municipal Code is hereby amended to add a new subsection "J" to read as follows, with all other provisions of Section 17.12.020 remaining unchanged:

> "J. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

Section 8. Section 17.14.020 (Permitted Uses) of Chapter 17.14 (E-1 Estate Residential Zone (Single-Family Estate)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.14.020 remaining unchanged:

> "H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

Section 9. Section 17.20.020 (Permitted Uses) of Chapter 17.20 (R-1-20,000 Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.20.020 remaining unchanged:

> "H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

Section 10. Section 17.22.020 (Permitted Uses) of Chapter 17.22 (R-1-10,000 Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.22.020 remaining unchanged:

> "H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

Section 11. Section 17.24.020 (Permitted Uses) of Chapter 17.24 (R-1-8500 Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.24.020 remaining unchanged:

> "H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

Section 12. Section 17.26.020 (Permitted Uses) of Chapter 17.26 (R-1-7500 Residential Zone (Single-Family)) of the Covina Municipal Code is hereby amended to add a new subsection "H" to read as follows, with all other provisions of Section 17.26.020 remaining unchanged:

> "H. Two-Unit Development and Urban Lot Splits. The provisions of CMC 17.33.060 and CMC 16.02 and CMC 16.06 shall apply."

Section 13. Section 17.33.060 (Two-Unit Developments and Urban Lot Splits) is hereby added to Chapter 17.33 (Special Housing Regulations) of the Covina Municipal Code to read as set forth below:

"17.33.060 Two-Unit Residential Developments and Urban Lot Splits in Single-Family Residential Zones.

A. Purpose, Applicability, Definitions, Interpretation.

1. Purpose. The purpose is to comply with California Government Code Sections 65852.21 and 66411.7, and appropriately regulate qualifying SB 9 two-unit residential developments and urban lot splits within single-family residential zones.

2. Applicability. The standards and limitations outlined in CMC Section 17.33.060 shall apply to SB 9 two-unit residential developments and urban lot splits within a single-family residential zone in the City, notwithstanding any other conflicting provisions of the Covina Municipal Code ("CMC"). In case of conflicts between the provisions of CMC Section 17.33.060, and any other provisions of the CMC, the provisions of CMC Section 17.33.060 shall prevail. If SB 9 or those sections of the

Government Code are ever repealed or deemed to be unconstitutional or no longer in effect, this section shall be automatically repealed.

3. Definitions. The following terms shall have the following meanings:

a. ADU and JADU shall have the meanings ascribed to these terms in CMC chapter 17.69 (Accessory Dwelling Units).

b. "New primary dwelling unit" shall mean creating a new, additional dwelling unit or expanding an existing dwelling unit. ADU or a JADU does not constitute a new primary dwelling unit.

c. "Single-family residential zone" includes the A-1, A-2, E-1, E-1/2, E-21/2, R-1-20,000, R-1-10,000, R-1-8500, and R-1-7500 zoning districts.

d. "SB 9" means Senate Bill No. 9, Statutes of 2021, Chapter 162, (2021). The bill amended Government Code Section 66452.6 and added Government Code Sections 65852.21 and 66411.7.

e. "SB 9 two-unit residential development" shall mean a housing development containing no more than two primary residential units within a single-family residential zone that qualifies for ministerial review according to California Government Code Section 65852.21. A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing primary unit.

f. "Urban lot split" shall mean a parcel map subdivision permitted according to the regulations outlined in Government Code Section 66411 that creates no more than two parcels of approximately equal size.

g. "Lot area" shall mean the total area measured horizontally within the lot lines and shall not have a slope steeper than four to one (4 feet horizontal to 1 foot vertical).

4. Interpretation. The provisions of this section shall be interpreted to be consistent with the provisions of California Government Code Sections 65852.21 and 66411.7 and shall be applied in a manner consistent with state law. The City shall not apply any requirement or development standard provided for in this section to the extent prohibited by any provision of state law.

B. Permit Application and Review Procedures.

1. Application. An applicant for an SB 9 two-unit residential development or an urban lot split shall submit an application on a form prepared by the City, along with all information and materials prescribed by such form. No application shall be accepted

unless it is completed as prescribed and is accompanied by payment for all applicable fees.

2. Review. Consistent with state law, the chief planning official will consider and approve or disapprove a complete application for an SB 9 two-unit residential development, or an urban lot split ministerially, without discretionary review or public hearing.

3. Nonconforming Conditions.

a. An SB 9 two-unit residential development may only be approved if all non-conforming zoning conditions are corrected.

b. The correction of legal non-conforming zoning conditions is not a condition for ministerial approval of a parcel map for an urban lot split.

4. Effectiveness of Approval. The ministerial approval of an SB 9 two-unit residential development or a parcel map for an urban lot split does not take effect until all required documents have been recorded and submitted to the City.

5. Hold Harmless. Approval of an SB 9 two-unit residential development or a parcel map for an urban lot split shall be conditioned on the applicant agreeing to defend, indemnify and hold harmless the City, its officers, agents, employees, and consultants from all claims and damages (including attorney's fees) related to the approval and its subject matter.

6. Denial Based on Specific, Adverse Impacts. Notwithstanding anything else in this section, the Building Official may deny an application for an SB 9 two-unit residential development or a parcel map for an urban lot split if the Building Official makes both of the following written findings, based on a preponderance of the evidence, that: 1) the project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of California Government Code Section 65589.5, upon either public health and safety or on the physical environment and 2) there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

C. Qualifying Requirements.

A proposed urban lot split or SB 9 two-unit residential development must meet <u>all of</u> the following requirements to qualify for a ministerial review according to the provisions of this section. The applicant shall be responsible to demonstrate to the reasonable satisfaction of the chief planning official that each of these requirements is satisfied. The applicant and each property owner shall provide a sworn statement, in a form approved by the chief planning official, attesting to all facts necessary to establish that each requirement is met.

1. The subject property shall be located within a single-family residential zone.

2. The proposed development shall not be located on any site identified in subparagraphs (B) to (K), inclusive of paragraph (6) of subdivision (a) of California Government Code Section 65913.4, unless the development satisfies the requirements specified therein. Such sites include, but are not limited to, prime farmland, wetlands, high or very high fire hazard severity zones, special flood hazard areas, regulatory floodways, and lands identified for conservation or habitat preservation as specifically defined in Government Code Section 65913.4.

3. The proposed development shall not be located within a historic district or on the property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the California Public Resources Code, or within a site that is designated or listed as a city landmark or historic property pursuant to a city ordinance.

4. The proposed development shall not require the demolition or alteration of housing that is subject to a recorded covenant, Ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

5. The proposed development shall not require the demolition or alteration of housing that is subject to any form of rent or price control.

6. The proposed development shall not involve the demolition of more than 25 percent of the exterior walls of an existing dwelling.

7. The proposed development shall not require the demolition or alteration of housing that has been occupied by a tenant within the last three (3) years.

8. In the case of an urban lot split, the lot proposed to be subdivided shall not have been established through a prior urban lot split.

9. In the case of an urban lot split, the lot proposed to be subdivided ("subject lot") is not adjacent to any lot that was established through an urban lot split by the owner of the subject lot or by any person acting in concert with the owner of the subject lot.

10. No unpermitted construction or illegal non-conforming zoning conditions shall exist on the property.

11. Except where superseded by this Section, development shall comply with the objective standards of the zone in which the lot is located.

D. Number of Dwelling Units Permitted on a Lot.

1. Notwithstanding any other provisions of the CMC, state law requires the City to permit a lot located within a single-family residential zone to contain up to two primary dwelling units. The two units must be developed and maintained to comply with the requirements outlined in this section.

2. No more than two dwelling units of any kind may be constructed or maintained on a lot that results from an urban lot split. For purposes of this subdivision, the two-unit limitation applies to any combination of primary dwelling units, ADUs, and JADUs. Examples are as follows:

a. one primary dwelling unit and one ADU (detached or attached); or

b. one primary dwelling unit and one JADU; or

c. two dwelling units.

The combination of two dwellings units plus one ADU and one JADU are not permitted on a lot that results from an urban lot split.

E. Separate Conveyance.

1. Primary dwelling units located on the same lot may not be owned or conveyed separately from one another. All fee interest in a lot and all dwellings must be held equally and undivided by all individual owners of the lot.

2. Condominium airspace divisions and common interest developments are not permitted on a lot created through an urban lot split or containing an SB 9 two-unit residential development.

F. Residential Use Only.

Non-residential use is not permitted on any lot created through an urban lot split or containing an SB 9 two-unit residential development.

G. No Short-Term Rentals Permitted.

The rental of any dwelling unit on a lot created through an urban lot split or containing an SB 9 two-unit residential development shall be for a term longer than 30 consecutive days.

H. Housing Crisis Act Replacement Housing Obligations.

If the proposed development results in the demolition of protected housing, as defined in California Government Code Section 66300, the applicant shall replace each demolished protected unit and comply with all applicable requirements imposed according to subsection (d) of Government Code Section 66300.

I. Development and Objective Design Standards.

A qualifying SB 9 two-unit residential development and any development on a lot created through an urban lot split shall be subject to the development and design standards outlined in this section. In addition, except as modified or provided by this section or state law, an SB 9 two-unit residential development and any development on a lot created through an urban lot split shall conform to all objective development standards applicable to the lot as outlined in this section and all applicable objective standards and criteria contained in

standard plans and specifications, policies, and standard conditions duly promulgated and adopted by the City, and the Los Angeles County Fire Department.

1. Development Standards.

Unit Size		
Minimum for each dwelling	800 SF (Square Feet)	A legally established primary dwelling less than 800 SF may expand to up to 1,000 SF
Maximum for each dwelling	1,000 SF (Square Feet)	A legally established primary dwelling more than 1,000 SF shall not be expanded
Building Height (maximum)	16 feet	Height measured from the ground level to the highest point of the roof
Building Separation	6 feet	Between all detached structures: residential units, garages, accessory structures; and, comply with building codes
Front Yard Landscape Coverage (Maximum)	50%	Exclude the allowed standard driveway (12 feet wide) in the front yard

2. Setbacks.

   a. The following are minimum setbacks from the property lines for each new primary dwelling unit and new detached garage and accessory structures:

Minimum Setbacks (feet)	Front	Rear	Interior Side	Street Side	Reverse Corner side
New primary dwelling unit	25	4	4	12.5	15
New detached garage and accessory structures	25	4	4	12.5	15

   b. Any construction occurring on a lot that abuts a street that has not been fully improved shall observe all building setbacks from the ultimate right-of-way of the street.

   c. Exceptions. The above minimum setback requirements do not apply or shall be modified in the following circumstances:

      i. No increased setback is required for an existing structure or for a new primary dwelling unit that is constructed in the same location and to the same dimensions as an existing structure.

      ii. A required minimum setback may be reduced pursuant to subsection if it would physically preclude the development or maintenance of two dwelling units on a lot, or physically preclude any new primary dwelling unit from being 800 square feet in floor area, but must comply with building codes.

iii. Permitted projections into required yards. The following architectural features may project into any required setback a maximum of 2 feet: cornices, eaves, belt courses, sills, buttresses, planter boxes, masonry planters, guard railings, chimneys, and similar architectural projections with no floor area, including, but not limited to, windows and pilasters. Architectural projections must comply with distance separation from building walls or property lines as required by building codes.

3. Open Space. Each new primary dwelling unit shall provide, at a minimum, a continuous private open space of 200 square feet. The private open space area shall be open and unobstructed from the ground to the sky. The private open space may be located within the interior side or rear setback areas.

4. Landscaping. All setback areas, and all areas not designated for walkways, parking, drive aisles, and private recreation areas, shall be fully landscaped and irrigated. Each development shall comply with the CMC Chapter 17.82, Water Efficient Landscape Regulations.

5. Perimeter Block Walls. Each development shall provide a perimeter wall with a maximum height of 6 feet, as measured from the finished grade next to the wall, including any retaining wall portion and up to the top of the wall. Perimeter block walls shall comply with the following requirements:

a. All perimeter walls shall comply with the requirements as contained in CMC Section 17.26.170 through 17.26.210 (Walls, Fences, and Hedges).

b. The property owner shall work with the adjoining property owners to design and construct the perimeter block walls to avoid double walls. If the property owner cannot obtain approval from the adjoining property owners, the property owner shall construct the new wall with a decorative cap to be placed between the new and the existing wall.

c. Perimeter and privacy walls shall be decorative with stucco finish, slump stone or split-face block, or a combination of said materials.

d. Perimeter walls within the 25 feet front yard setback area shall not exceed 3 feet in height from the finished surface.

6. Off-Street Parking.

a. Required Parking. Provide one off-street parking space for each new primary dwelling unit unless one of the following applies:

i. The lot is located within one-half mile walking distance of either (i) a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the California Public Resources Code, including Covina Metrolink Station, or

(ii) a major transit stop as defined in Section 21064.3 of the California Public Resources Code, including Foothill Transit Center.

ii. The lot is located within one block of a car-share vehicle location.

b. Off-street parking spaces for an existing primary dwelling shall continue to be provided in accordance with the standards for the underlying zone.

c. Required parking for new primary dwelling units may be provided within an enclosed garage or as open parking spaces on the lot, but not as tandem parking. Open parking spaces may be located within the side or rear setbacks.

d. All required parking spaces shall be 9 feet in width and 19 feet in depth, unobstructed.

e. Each enclosed garage shall maintain the minimum interior parking dimensions of 9 feet width by 19 feet depth, unobstructed. No storage cabinets or mechanical equipment, including, but not limited to water heaters, utility sinks, washers and dryers, solar power battery pack, or similar equipment, shall encroach into the required parking area.

7. Unit Design Standards.

a. If the lot contains an existing primary dwelling that was legally established prior to the filing of a complete application for a two-unit development or an urban lot split, any new additional primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the dominant feature of the roof.

b. If two new primary dwelling units are to be developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.

c. Each new primary dwelling unit shall have the main entry clearly defined, and to the extent possible, shall orient directly toward the street(s) to provide consistency with the neighborhood. Provide a covered entry to the dwelling unit with a minimum depth of 3 feet. Each covered entry shall be proportionate to the building and incorporate architectural features consistent with the overall building design.

8. Laundry Facilities. Each new primary dwelling unit shall have a laundry space located within the unit or within a garage accessible from the unit that is equipped with washer and dryer hook-ups. If the laundry facilities are located within an enclosed garage, the laundry equipment shall not encroach into the interior garage parking area.

9. Water Heaters. Each new primary dwelling unit shall have a separate hot water facility. No exterior water heater enclosures shall be permitted.

10. Mechanical Equipment, Metering Devices. Roof-mounted mechanical equipment is not permitted. All ground-mounted equipment and above-ground utility meters, including, but not limited to, heating, cooling, or ventilating equipment, water meters, gas meters, and irrigation equipment, shall be shown on the site plan and, to the extent possible, be placed outside the required front setback area. If mechanical equipment or metering devices are located between a structure and the property line, provide an unobstructed three-foot-wide path.

11. Access and Circulation.

a. Provide adequate on-site vehicular access, circulation, back-up, and turn-around areas that comply with applicable city standards.

b. The minimum street frontage for a flag lot is 20 feet. If the lot depth of the new parcel in the rear (flag lot) is more than 150 feet, the minimum street frontage must be 25 feet.

c. Driveways shall maintain a minimum width of 20 feet unless a wider width is required for emergency access.

d. Adequate access to each residential unit on the lot for fire and emergency medical service personnel and vehicles must be provided. The Los Angeles County Fire Department must confirm that all applicable fire and emergency access requirements are met before the City will approve an application.

12. Refuse Storage Areas. All developments shall provide each unit with the appropriate number of containers for recyclables, organics, and non-recyclable solid waste ("trash containers") and shall be stored within designated storage areas only.

13. Utilities.

a. Each primary dwelling unit on a lot must have its direct utility connection to the utility/public service provider. However, all new utilities must be undergrounded.

b. The property owner/applicant must obtain all necessary and required easements for providing electricity, gas, water, sewer, and other utility or public service to the lot before issuing any permits for any dwelling unit, in compliance with CMC Sections 17.33.060J, 17.33.060K and 17.33.060L.

c. Submitted plans shall show the location and dimension of all proposed above-ground and underground utility and public service facilities serving the lot and each dwelling unit and the location and dimensions of all related easements.

14. Building and Safety. All structures built on the lot must comply with current local building standards.

15. Grading. Grading, filling, excavating and construction activities must comply with health and safety requirements of California Building and Grading Standards. The maximum encroachment into any four to one (4:1) or greater slopes shall not exceed a distance of 6 feet.

16. Drainage and Stormwater Management. Each lot will drain to the street or an approved storm drain facility. The design of parkway culverts and storm drain lateral pipe connections to city-maintained storm drains within the city right-of-way shall comply with applicable city standards. SB 9 two-unit residential developments and the development on lots created through an urban lot split are subject to CMC Chapter 8.50 ("Storm Water Quality and Urban Runoff Control"). They must comply with all applicable, related rules, requirements, and standards, including, but not limited to, the preparation and implementation of a water quality management plan that meets applicable requirements.

17. Exceptions to Objective Standards.

a. The chief planning official shall approve an exception to any of the standards specified in this section or any applicable objective zoning, subdivision, or design standards upon determining that complying with the standard would physically preclude the construction of up to two residential units or would physically preclude either of the two residential units from being 800 square feet in floor area to the extent necessary to allow the development of two primary residential units (800 square feet each) on a lot according to this section. The City prioritizes some objective development standards over others, as provided in the priority below. In applying the exceptions required by this section, a proposed project shall be designed such that a development standard given a lower priority is modified or waived before a development standard given a higher priority. If a proposed project can be designed such that each lot can accommodate two (2) 800 square feet primary dwelling units by modifying or waiving a development standard with a lower priority, then an application that proposes a design requiring the modification or waiver of a development standard with a higher priority will be denied. The City prioritizes the following standards in the following descending order of priority, with the first development standard listed having the highest priority:

i. Lot width

ii. Building height

iii. Front setback

iv. Maximum front setback coverage (50%)

v. Open space (200 square feet)

vi. Lot coverage (50%)

b. The following standards and requirements of this section will not be waived or modified:

i. Building Code requirements;

ii. Federal requirements; and

iii. Other standards imposed by state law, including but not limited to SB 9.

c. As part of its application, the applicant shall provide a written explanation that (a) specifically describes every development standard the applicant seeks to modify and waive, and to what extent, (b) demonstrates why waiver or modification of each development standard is needed to prevent physically precluding the construction of up to two primary residential units on the lot and/or each new unit from being at least 800 square feet in floor area, and (c) demonstrates that the requested modifications and/or waivers are consistent with the priority set forth in this subsection.

J. Additional Requirements for Urban Lot Splits

1. Approval. An application for a parcel map for an urban lot split is approved or denied ministerially, by the chief planning official, without discretionary review.

2. An urban lot split must conform to all applicable objective requirements of the Subdivision Map Act, including implementing provisions in the CMC, except as otherwise provided in this section. Notwithstanding the foregoing, no dedication of rights-of-way or construction of offsite improvements is required solely for an urban lot split.

3. Lot Size and Lot Area. The parcel map for an urban lot split must subdivide an existing lot to create no more than two new lots of approximately equal lot area, provided that one lot shall not be smaller than 40 percent of the lot area of the original lot proposed for subdivision. Both newly created lots must each be no smaller than 1,200 square feet. Lot area must comply with the definition outlined in the definition section and contained in CMC Section 17.04.360.

4. Easements.

a. The owner must enter into an easement agreement with each utility/public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the lots resulting from the urban lot split ("resulting lots").

b. Each easement must be shown on the tentative parcel map and the final parcel map.

c. Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property

before the final parcel is approved and recorded with the Office of County Recorder.

5. Lot Access.

a. Each resulting lot must adjoin the public right-of-way.

b. Each resulting lot must have frontage on the public right-of-way of at least 20 feet. If the resulting lot has a lot depth of more than 150 feet, the street frontage shall increase to 25 feet.

6. Improvements Required. Each resulting lot must be developed in accordance with improvement plans processed concurrently with the parcel map application and approved by the City, showing the location and dimensions of all structures, drive aisles, parking areas, pedestrian pathways, and other improvements proposed to be constructed or to remain on each lot. Approval of a parcel map for an urban lot split shall be subject to the City's approval of such related improvement plans and all related entitlements or other approvals required by this Code. Any proposed development on one of the lots that is inconsistent with or not shown on the improvement plans approved concurrently with the urban lot split shall be subject to review and approval by the City in accordance with the applicable requirements of this Code.

7. Required Affidavit. Except as provided in Government Code Section 66411.7 for community land trusts and qualified nonprofit corporations, the applicant for a parcel map for an urban lot split must sign an affidavit provided by the City stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of three years after the final parcel map for the urban lot split is approved.

K. Compliance with Emergency Access and Service Requirements.

Development of a lot pursuant to this section must conform and comply with all applicable provisions of the fire code and applicable requirements promulgated by the Los Angeles County Fire Department intended to ensure sufficient emergency access is provided or maintained. Prior to submitting a complete application for an SB 9 two-unit residential development or an urban lot split, the applicant shall obtain and provide City with written confirmation from the Los Angeles County Fire Department that the proposed development complies with all such requirements.

L. Deed Restriction.

Prior to approval of a parcel map for an urban lot split or the issuance of a building permit, whichever comes first, for the development of an SB 9 two-unit residential development, the owner(s) of record of the property shall provide the chief planning official a copy of a covenant agreement, declaration of restrictions, or similar deed restriction ("deed restriction") recorded against the property, which is in a form prepared by and acceptable to the chief planning official, and that does each of the following:

1. Rental Terms. Expressly requires that the rental of any dwelling unit on the property shall be for a term longer than 30 consecutive days.

2. Expressly prohibits any non-residential use of the lot.

3. Expressly prohibits primary dwelling units located on the same lot from being owned or conveyed separately from one another.

4. Expressly requires all fee interest in each lot and all dwellings to be held equally and undivided by all individual owners of the lot.

5. Expressly prohibits condominium airspace divisions and common interest developments on the property.

6. States that the property was formed and developed according to the provisions of this SB 9 and this section and is therefore subject to the city regulations outlined in this section, including all applicable limits on dwelling size and development.

7. Expressly prohibits more than two dwelling units of any kind from being constructed or maintained on a lot that results from an urban lot split.

8. Expressly prohibits any subsequent urban lot split for lots that were previously created by an urban lot split under SB 9.

9. States (i) that the deed restriction is for the benefit of and is enforceable by the City, (ii) that the deed restriction shall run with the land and shall bind future owners, their heirs, and successors and assigns, (iii) that lack of compliance with the deed restriction shall be good cause for legal action against the owner(s) of the property; (iv) that, if the City is required to bring legal action to enforce the deed restriction, then the City shall be entitled to its attorneys' fees and court costs; and (v) that the deed restriction may not be modified or terminated without the prior written consent of the chief planning official.

M. Fees.

Development of lots pursuant to this section shall be subject to all applicable fees, including development impact fees, and assessments, duly adopted by the City.

N. Objective Standard Conditions.

The chief planning official is authorized to promulgate objective standard conditions implementing this section, which are consistent with applicable provisions of CMC and state law, that shall apply to the application and development of two-unit developments and urban lot splits, and to publish such standard conditions on the City's internet website. Applicants must comply with all objective standard conditions duly promulgated by the chief planning official and published on the City's internet website.

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O. Expiration of Approval.

The approval of an SB 9 two-unit residential development shall become null and void if construction is not commenced within two years of the approval and diligently advanced until completion of the project. In the event construction of the project is commenced, but not diligently advanced until completion, the rights granted pursuant to the approval shall expire if the building permits for the project expire."

Section 14. Municipal Code Amendment Approval for Title 16 Subdivision. The City Council does hereby approve Municipal Code Amendment and amend Title 16 (Subdivision) Chapters 16.02, 16.04, 16.06 and 16.14 pertaining to Urban Lot Splits as set forth in Sections 15 to 19.

Section 15. Table: 1-1 of Section 16.02.050 (Review and approval authority of advisory agencies) of Chapter 16.02 (General Provisions) of the Covina Municipal Code is hereby amended to remove the "simple parcel map" row and read as follows:

"Table 1-1 – Review and Approval Authority

Type of Action	Review Authority	Approval Authority
Tentative maps: a. Tentative parcel map (4 or less lots/parcels; all others) b. Tentative tract map (5 or more lots/parcels; all others)	Planning commission	City council
Vesting tentative maps	Planning commission	City Council
Correction/amendment of maps	City staff and other responsible agencies	Chief planning official or city engineer
Tentative map extensions	City staff and other responsible agencies	Planning commission
Final maps or parcel maps	City staff and other responsible agencies	City council
Urban lot split	City staff and other responsible agencies	Chief planning official or city engineer
Certificate of compliance	City staff and other responsible agencies	City engineer
Reversion to acreage	City staff and other responsible agencies	Planning commission
Lot and parcel mergers	City staff and other responsible agencies	City engineer
Lot line adjustments	City staff and other responsible agencies	Chief planning official or city engineer

Section 16. Section 16.04.020 (Special Definitions) of Chapter 16.04 (Definitions) of the Covina Municipal Code is hereby amended to revise subsection "BB" to read as follows, with all other provisions of Section 16.04.020 remaining unchanged:

"BB. "Tentative map" shall mean a map for a proposed subdivision prepared in accordance with the provisions of the Subdivision Map Act for the purpose of showing the design of the proposed subdivision and the existing conditions in and around it. A tentative map need not be based upon an accurate or detailed field survey."

Section 17. Section 16.06.010 (Subdivisions of four or less lots – Parcel map) of Chapter 16.06 (Map Requirements) of the Covina Municipal Code is hereby amended read as follows:

"16.06.010 Subdivisions of four or less lots – Parcel map.

Except where exempted by CMC 16.02.040, a tentative parcel map and parcel map shall be required for all divisions of land into four or less parcels or lots, or four or less condominium units or stock cooperative units, a community apartment project containing four or less parcels or lots or for the conversion of a dwelling to a stock cooperative containing four or less dwelling units."

Section 18. Section 16.06.025 (Urban Lot Splits (SB 9)) is hereby added to Chapter 16.06 (Map Requirements) of the Covina Municipal Code to read as follows:

"16.06.025 Urban Lot Splits (SB 9).

The provisions of this section apply to the processing of parcel maps for urban lot splits pursuant to California Government Code Section 66411.7 and CMC Section 17.33.060.

A. Notwithstanding the Subdivision Map Act or any other provision of CMC Chapter 16 (Subdivisions), an application for a parcel map for an urban lot split is approved or denied ministerially, by the chief planning official, without discretionary review. A tentative parcel map for an urban lot split is approved ministerially if it complies with the requirements of CMC 17.33.060 and applicable objective requirements of CMC Chapter 16 (Subdivisions) and the Subdivision Map Act. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restrictions and easements, and the applicant has signed an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split. A final parcel map must be recorded with the county recorder.

B. A proposed urban lot split may only be denied if the building official makes a written finding that the proposed housing development project would have a specific, adverse impact upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

C. The chief planning official or city engineer has the authority to interpret and establish guidelines and procedures for the processing, approving, and finalizing parcel maps for urban lot splits, consistent with state and local law."

Section 19. Section 16.14.070 (Administrative approval of certain simple parcel maps) of Chapter 16.14 (Final Maps and Parcel Maps) of the Covina Municipal Code is hereby removed, with all other provisions of Chapter 16.14 remaining unchanged.

Section 20. This Ordinance shall take effect 30 days after its adoption. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this ordinance to be published and/or posted as required by law..

Section 21. If any section, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each other section, clause, phrase, word or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

INTRODUCED AND APPROVED UPON FIRST READING this ____ day of _____, 2023, upon the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED AND ADOPTED UPON SECOND READING this _____ day of _____, 2023, upon the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Council of Covina, California

BY: _____
PATRICIA CORTEZ, MAYOR

ATTEST:

_____
FABIAN VELEZ, DEPUTY CITY CLERK

APPROVED AS TO FORM:

_____
CANDICE K. LEE, CITY ATTORNEY

CERTIFICATION

I, _____, City Clerk of the City of Covina, do hereby certify that Ordinance 23-_____was passed, approved, and adopted at a REGULAR meeting of said City Council on the _____ of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated:

_____
CITY CLERK

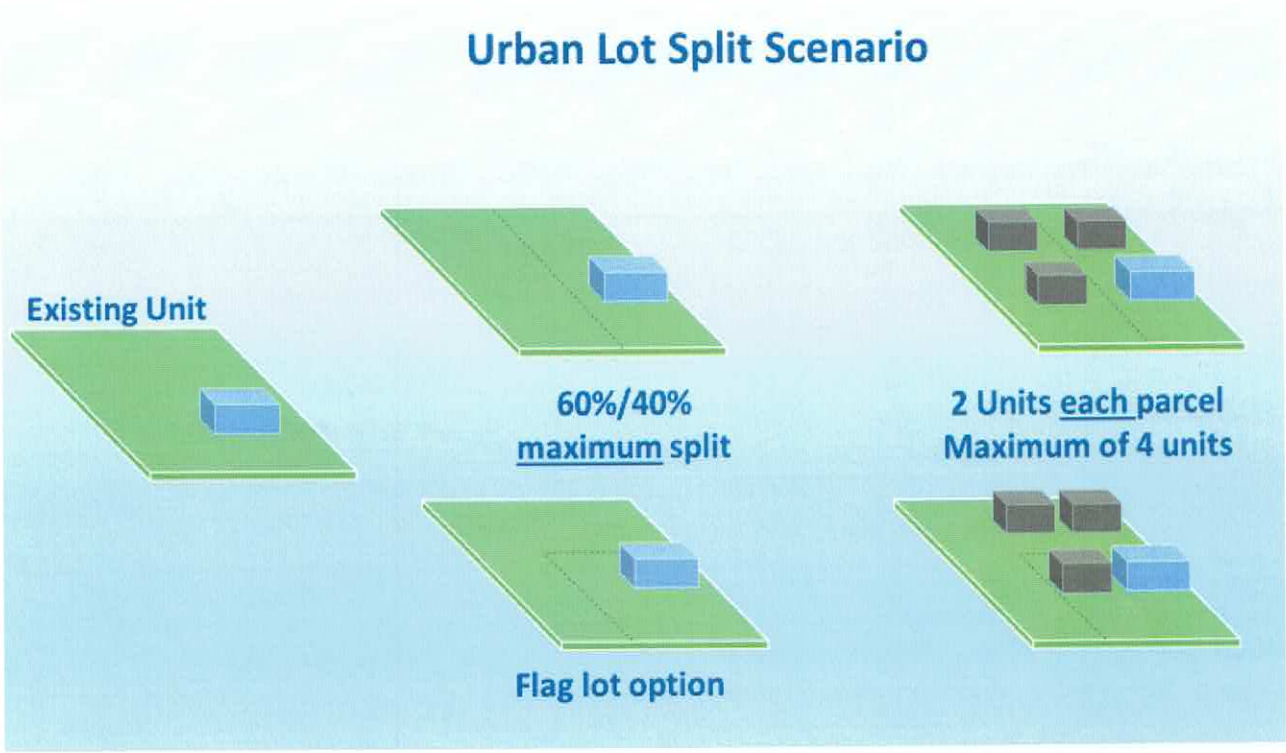
CITY OF COVINA

Community Development Department – Planning Division
125 East College Street • Covina, California 91723 • (626) 384-5450

SENATE BILL 9 (SB 9)

On September 16, 2021, Governor Newsom signed SB 9 into law, which became effective January 1, 2022. Subject to certain requirements, SB 9 allows ministerial (staff level, without discretionary review or hearing) approval, within single-family residential zones, of a Two-Unit Development (proposed housing development containing no more than two (2) residential units (e.g., one duplex or two (2) detached single-family homes)) and an Urban Lot split (a subdivision of one (1) lot into two (2) lots).

In most circumstances, SB 9 will result in the potential creation of up to four dwelling units from an existing single-family parcel, generally displayed in the simplified scenarios depicted below.



WHAT IS THE PROCESS FOR SB 9?

Step 1: CONFIRM THE PROJECT IS ELIGIBLE

Projects for a Two-Unit Development and/or an Urban Lot Split must meet all the criteria on the respective Senate Bill (SB) 9 Eligibility Checklist to qualify for ministerial review. A project that includes a proposal for a Two-Unit Development and an Urban Lot Split must complete both Eligibility Checklists.

- ❑ SB 9 Two-Unit Development Eligibility Checklist
- ❑ SB 9 Urban Lot Split Eligibility Checklist

IMPORTANT NOTE: SB 9 only applies to single-family residential zones. Please contact the Community Development Department-Planning Division to determine if your property is eligible.

Step 2: SUBMIT A COMPLETE SB 9 APPLICATION PACKET

If you determine your project is eligible, you may apply for the SB 9 Two-Unit Development, and/or the Urban Lot Split using the Standard Application Form. In addition, the following forms are also required for a complete application.

- ❑ Standard Application
- ❑ Owner occupancy affidavit
- ❑ Prior tenancies affidavit

- ❑ Deed restriction for Two-Unit Development
- ❑ Deed restriction for Urban Lot Split

ADDITIONAL INFORMATION REQUIRED:

Urban Lot Split. You will need to hire a Licensed Engineer to prepare a tentative parcel map and illustrate compliance with the Subdivision Map Act (Cal. Gov. Code, § 66410 *et seq.*) and Title 16, Subdivisions, of the Covina Municipal Code.

- ❑ Tentative Parcel Map Submittal Requirements

Two-Unit Development. You will need to hire a Licensed Architect or Builder Designer to prepare detailed site plan and building elevations to illustrate compliance with the applicable objective development and design standards of Urgency Ordinance 22-08.

- ❑ Site Plan Review Category "F" Submittal Requirements

NOTE: An ADU / Junior ADU is not permitted when the lot is split pursuant to SB 9.

Step 3: TIMELINES FOR MINISTERIAL REVIEW

1. Completeness & Eligibility Review. The City will issue a determination of completeness and eligibility within 30 days of receipt of an application.

2. Action on the Application. City staff will issue an approval or denial on the application within 60 days of the completeness determination.

Step 4: SUBMIT FOR BUILDING AND/OR ENGINEERING APPROVALS

Following project approval, an applicant may submit detailed construction plans to the Community Development Department-Building and Safety Division to obtain Building Permits, and Public Works-Engineering Division to obtain Encroachment Permits.

SB 9 FREQUENTLY ASKED QUESTIONS

What is SB 9 ?
Senate Bill (SB) 9 is a new law enacted by the State of California that increases the allowed density on certain single-family lots. SB 9 adds two new sections to the Government Code (§§ 65852.21 and 66411.7) that make it easier to add a second residential unit or split an existing lot (urban lot-split) in areas that meet the requirements.

Can I use SB 9 to split my parcel?
SB 9 "urban lot-splits" are subject to the same restrictions as the two-unit project according to Government Code § 66411.7. If a parcel has some of these restrictions listed under Government Code § 66411.7, please meet with a planner to determine the applicability of SB 9. SB 9 requires that each resulting lot be at least 1,200 square feet. A parcel may only be subdivided using SB 9 one time (i.e., the 2 parcels resulting from the urban lot-split may not be further subdivided pursuant to SB 9).

Can I rent out the units created by SB 9 project?
Applicants for an urban lot-split under SB 9 must sign and record a deed restriction that they will use one of the units as their primary residence for a minimum of three years. Otherwise, units may be rented, but for terms longer than 30 days (no Short-Term Rentals).

Does SB 9 apply to homeowners' associations (HOAs)?
SB 9 does not address rules or restrictions implemented and adopted by homeowners' associations or included in CC&Rs (covenants, conditions, and restrictions). The City does not enforce private CC&Rs.

How does the Permit Streamlining Act apply if these are ministerial actions?
Senate Bill (SB) 8, also effective January 1, 2022, extends the requirements of the Permit Streamlining Act to housing projects of one unit or more that require no discretionary approvals. As a consequence, SB 9 projects are subject to the Permit Streamlining Act's requirements for completeness determinations (within 30 days of submittal) and approval deadlines (within 60 days of determining that the project is exempt from CEQA).

Can I partially or completely demolish an existing dwelling for SB 9 project?
You may not demolish the dwelling if it is rent-controlled, subject to affordable housing restrictions, or a renter was evicted from the dwelling in the past 15 years. You may not demolish more than 25% of an existing dwelling's exterior walls if the dwelling has been a rental property in the past 3 years.

What about SB 9 and Accessory Dwelling Units (ADU) and/or Junior Accessory Dwelling Units (JADU)?
When a lot split occurs, up to two units on each lot resulting from the lot split are allowed, inclusive of any primary dwelling unit, ADU, JADU, or SB 9 unit. When a lot split has not occurred, the lot is eligible to receive ADUs and/or Junior ADUs as it ordinarily would under ADU law, in addition to the primary dwelling unit and SB 9 unit. In no case will more than four units may be developed under either or both SB 9's two-unit development and urban lot split authority. Additional information on requirements for ADUs can be found in Chapter 17.69 of the Covina Municipal Code.