



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MAY 20, 2025, 7:00 PM
REGULAR MEETING**

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

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

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

AMERICANS WITH DISABILITIES ACT

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at a Council meeting, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8am to 5pm Monday through Thursday. Please call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL

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

NOTICE

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

**PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL**

Any person wishing to address the City Council on any matter listed on the agenda, excluding any matter set for a public hearing, or on any other matter within their jurisdiction must complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk prior to the commencement of Oral Communications. No speaker cards will be accepted after the commencement of Oral Communications, except at the discretion of the Presiding Officer.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. Comments are limited to three (3) minutes per speaker, unless modified by the Presiding Officer or the City Council.

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

While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the meeting, including, but not limited to, speaking off topic, speaking beyond the speaker's allotted time limit, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the

meeting. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. The City of West Covina will not tolerate harassment based upon a person's race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, or age.

RULES OF DECORUM

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

AGENDA

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

**TUESDAY MAY 20, 2025, 7:00 PM
REGULAR MEETING**

INVOCATION

Moment of Silent Prayer/Meditation

PLEDGE OF ALLEGIANCE

Led by Mayor Wu

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation Honoring National Telecommunicators/Dispatchers Week
- Proclamation Honoring National Police Week
- Proclamation Honoring National Jailer Week
- Donation Presented to the West Covina Police Explorers by the Chinese American Association of West Covina
- Fire Department Explorers & Eagle Scout Award Presentation
- Proclamation Honoring National Public Works Week

CITY MANAGER'S REPORT

City Manager's report on current City projects.

ORAL COMMUNICATIONS - Three (3) minutes per speaker

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

CONSENT CALENDAR

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

APPROVAL OF MEETING MINUTES

- 1) **CONSIDERATION OF APPROVAL OF THE MAY 6, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 6, 2025 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

That the Council approve the May 6, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the May 6, 2025, City Council/Successor Agency Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF COMMISSIONER APPOINTMENT

It is recommended that the City Council receive and file this informational report.

COMMUNITY DEVELOPMENT

3) CONSIDERATION OF AN ORDINANCE AMENDING THE COMPOSITION AND DUTIES OF THE TRAFFIC COMMITTEE

It is recommended that the City Council introduce the following Ordinance:

ORDINANCE NO. 2531 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO MAKE CHANGES TO THE TRAFFIC COMMITTEE AND ITS DUTIES

FINANCE DEPARTMENT

4) CONSIDERATION OF LONG-RANGE FINANCIAL FORECAST FOR FISCAL YEARS ENDING 2026-2030

It is recommended that City Council receive and file the Long-Range Financial Forecast for fiscal years ending 2026-2030.

5) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION (WCCEA)

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

RESOLUTION NO. 2025-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU

6) CONSIDERATION OF PROPOSITION A EXCHANGE WITH FOOTHILL TRANSIT

It is recommended that the City Council approve the following:

1. Exchange of \$2,000,000 in Proposition A Local Return funds for \$1,500,000 in general funds with Foothill Transit; and
2. Authorize the City Manager to execute the Assignment Agreement with Foothill Transit, in such final form as approved by the City Attorney.

7) CONSIDERATION OF SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2024

It is recommended that City Council receive and file the Single Audit Report on Federal Award Programs for the year ended June 30, 2024.

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

8) CONSIDERATION OF PRIORITIES FOR THE DEVELOPMENT OF A DRAFT PROGRAM YEAR (PY) 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PLAN

It is recommended that the City Council direct staff to develop a draft Program Year (PY) 2025-2029 Consolidated Plan based on the needs and priorities identified in Table 1 of this report.

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

9) UPDATE ON GO WEST COVINA - MICROTRANSIT PILOT PROJECT

It is recommended that the City Council received and file this report.

MAYOR/COUNCILMEMBERS REPORTS

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

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

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

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

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting

June 3, 2025

7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Section 2-47. - Addressing the council.

Pursuant to the California Government Code, any person wishing to address the city council on any matter on the agenda or on any other matter within their jurisdiction, excluding any matter set for a public hearing, may do so upon first securing the recognition of the presiding officer during the time designated as "Oral Communications" on the agenda. The city council may not act on any item unless it is listed on the agenda.

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

(a) Each person wishing to address the city council shall submit a speaker card to the city clerk prior to the commencement of the time designated for oral communications. No speaker cards will be accepted after the commencement of oral communications, except at the discretion of the presiding officer.

(b) When called forward by the presiding officer or the city clerk, each person addressing the city council shall step up to the podium and

give his or her name and city of residence in an audible tone of voice for the record.

(c) Each person addressing the city council during oral communications shall limit his or her comments to three (3) minutes, unless the time limit is modified by the presiding officer or the city council. In order to provide all speakers the opportunity to participate in oral communications, the presiding officer or the city council may reduce the time limit to allow reasonable time for all speakers to address the city council.

(d) All remarks shall be addressed to the city council as a body and not to any member thereof. No person, other than the city council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the city council, without the permission of the presiding officer. No question shall be asked of a council member except through the presiding officer.

(e) The presiding officer may require any person to be sworn as a witness before addressing the city council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the California Penal Code.

Section 2-50. - Decorum—Required.

(a) While the city council is in session, council members shall preserve order and decorum, and a council member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any council member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.

(b) Members of the public shall not willfully disrupt the meeting or act in a manner that actually disrupts, disturbs, impedes, impairs, or renders infeasible the orderly conduct of the meeting. For the purposes of this Code, “willfully disrupt” includes, but is not limited to, continuing to do any of the following after being warned by the presiding officer that the behavior is disrupting the meeting and failure to cease the behavior may result in removal from the meeting:

(1) Addressing the mayor or city council without first being recognized.

(2) Persisting in addressing a subject or subjects, other than that before the mayor and city council.

(3) Repetitiously addressing the same subject.

(4) Failing to relinquish the podium when directed to do so.

(5) From the audience, interrupting or attempting to interrupt, a speaker, the presiding officer, a council member, or a staff member, or shouting or attempting to shout over a speaker, the presiding officer, a council member or a staff member.

(6) From the audience, engaging in disorderly, disruptive, or boisterous conduct, including, but not limited to, handclapping, stomping of feet, whistling, making noise, use of abusive, threatening or profane language or obscene gestures, yelling, obstructing the view of other audience members, or similar conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.

(7) As a speaker, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting; interrupting or attempting to interrupt the presiding officer, a council member, or a staff member; shouting over or attempting to shout over the presiding officer, a council member, or a staff member; or engaging in any other disorderly conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Nothing in this section or any rules of the city council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the city or of the acts or omissions of the city council.

(8) Engaging in behavior that constitutes use of force or a true threat of force.

(c) It shall be unlawful to violate the provisions of this section. A person violating this section may be removed and barred from further participation at the meeting at which the violation occurs.

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

Section 2-51. - Enforcement of decorum.

The chief of police or any member or members of the police department or other members of the city staff may be designated by the council to be sergeant-at-arms when, in the opinion of the presiding officer, the services of a sergeant-at-arms is necessary, and the sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum in accordance with section 2-50 at the council meeting, including, but not limited to, removing and barring from further participation at the meeting any person who is willfully disrupting the orderly conduct of the meeting.

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

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

The following are excerpts from the Penal Code:

Section 148. Resisting public or peace officers or emergency medical technicians in discharge of their duties; Removal of weapon from person or presence of public or peace officer.

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

Section 403. Disturbance of assembly or meeting other than religious or political.

Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE MAY 6, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 6, 2025 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.

RECOMMENDATION:

That the Council approve the May 6, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the May 6, 2025, City Council/Successor Agency Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 5/6/2025 Closed Session Minutes Draft

Attachment No. 2 - 5/6/2025 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MAY 6, 2025, 6:00 PM
REGULAR MEETING - CLOSED SESSION**

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

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

MINUTES

CALL TO ORDER

A Regular Session Meeting was called to order by Mayor Tony Wu on Tuesday, April 15, 2025, at 6:00 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Council Members

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

Absent: None

City Staff: Paulina Morales, City Manager, Roxanne Lerma, Assistant City Manager, Thomas Duarte, City Attorney, Maria-Luisa Olena, Assistant Finance Director, Joung Yim, Liebert Cassidy Whitmore

*City staff was excused from Item Number 1 – Public Employee Performance Evaluation

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

Doug Fore

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, DISMISSAL/RELEASE, APPOINTMENT - Pursuant to Government Code § 54957(b)(1)

Title: City Manager

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code § 54956.9(d)(4)

Number of Cases: One (1)

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code § 54956.9(d)(2)

Number of Cases: Two (2)

4. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Morales, Duarte

Employee Organizations

- Confidential Employees
- Maintenance & Crafts Employees
- Non-Sworn
- W.C. Police Officers' Association
- W.C. Firefighters' Management Assoc.
- W.C. Firefighters' Association, I.A.F.F., Local 3226
- General Employees
- Mid-Management Employees
- W.C. Police Management Association

Unrepresented Employee Group

- Department Heads

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ADJOURNMENT

A motion to adjourn the Regular Closed Meeting was made by Mayor Tony Wu, and the meeting was adjourned at 7:10p.m. The next regularly scheduled Regular Closed City

ATTACHMENT NO. 1

Council Meeting will be held on Tuesday, May 20, 2025, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MAY 6, 2025, 7:00 PM
REGULAR MEETING

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

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

MINTUES

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

INVOCATION

Led by Pastor Samuel Martinez of Amazing Love Ministries

PLEDGE OF ALLEGIANCE

Led by Councilwoman Diaz

ROLL CALL

Council Members

Present: Council Members Ollie Cantos, Rosario Diaz, Brian Gutierrez, Mayor
Pro Tem Letty Lopez-Viado, Mayor Tony Wu
Absent: None

REPORTING OUT FROM CLOSED SESSION

City Attorney Thomas Durate reported that no action was taken during the
Closed Session Meeting

ATTACHMENT NO. 2

PRESENTATIONS

- Proclamation Honoring May as Military Appreciation Month
- Proclamation Recognizing May as Asian American and Pacific Islander Heritage Month
- Proclamation Celebrating the 56th Annual Professional Municipal Clerks Week
- Proclamation Celebrating Small Business Week
- Certificate Honoring Michael Yuan
- Presentation on the West Covina Explorer Program

ORAL COMMUNICATIONS - Three (3) minutes per speaker

John Shewmaker
Jerri Potras
Brian Calderon Tabatabai
Leyla Calderon
Zackhary Rami
John Carson
Michael Disarufino
Nora Ortega
Tom Kiesche
Veronica Menjivar
Bob Arnold
Alex Charlier
Christina Larios
Trevor Jackson
Glenn Kennedy
Doug Fore
Mr. G

*Per Municipal Code Section 2-54 a statement by Councilman Cantos regarding Item No. 12 is attached at the end of the minutes.

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

ACTION: Motion by Councilwoman Diaz and Second by Mayor Pro Tem Lopez-Viado, 5-0 to: Approve Consent Calendar Items 1-5 and 8-11. (Item No. 6 was pulled by Councilwoman Diaz and Item No. 7 was pulled by Councilmember Gutierrez).

ACTION: Motion by Councilmember Gutierrez and Second by Mayor Pro Tem Lopez-Viado 3-2 (No: Cantos, Diaz) to: Approve Consent Calendar Item No. 6 with changes to the recommendations (Item was pulled by Councilwoman Diaz).

ATTACHMENT NO. 2

ACTION: Motion by Councilman Cantos and Second by Mayor Pro Tem Lopez-Viado, 5-0 to: *Approve Consent Calendar Item 7. (Item was pulled by Councilmember Gutierrez).*

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE MARCH 18, APRIL 1, AND APRIL 15, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MARCH 4, 2025, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.

Carried 5-0 to approve the March 4, April 1, and April 15, 2025, City Council/Successor Agency Regular Session Meeting Minutes and the March 4, 2025, City Council/Successor Agency Closed Session Meeting Minutes.

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

2) CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2530 TO AMEND SECTION 22-141 OF DIVISION 5 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO MAKE CHANGES TO THE EXISTING TRUCK ROUTES

Carried 5-0 to adopt the following ordinance:

**ORDINANCE NO. 2530 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 22-141 OF DIVISION 5 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO MAKE CHANGES TO THE EXISTING TRUCK ROUTES
CITY MANAGER'S OFFICE**

3) CONSIDERATION OF COMMISSIONER APPOINTMENTS

Carried 5-0 to receive and file this informational report.

4) CONSIDERATION OF NEW FIVE-YEAR GENERAL SERVICES AGREEMENT WITH COUNTY OF LOS ANGELES FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2030

Carried 5-0 to adopt Resolution No. 2025-36, approving the General Services Agreement with the County of Los Angeles and authorizing the Mayor to execute the agreement in such final form as approved by the City Attorney:

RESOLUTION NO. 2025-36 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR MISCELLANEOUS

ATTACHMENT NO. 2

SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY ON AN AS-NEEDED BASIS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

COMMUNITY DEVELOPMENT

5) CONSIDERATION OF THE GENERAL PLAN ANNUAL PROGRESS REPORT FOR 2024

Carried 5-0 to receive and file this staff report.

6) CONSIDERATION OF AGREEMENT WITH DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR THE DEL NORTE PARK IMPROVEMENTS & DOG PARK PROJECT - PROJECT NO. 24001

Carried 3-2 to take the following actions:

1. Reject all bids; and
2. Issue a new RFP prior to the December holiday break with a bid opening date after the December holiday break; and
3. If needed information becomes available prior to the December holiday break, issue FRP sooner

FIRE DEPARTMENT

7) CONSIDERATION OF PURCHASE OF FIRE PREVENTION VEHICLES USING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDS

Carried 5-0 to: take the following actions:

1. Authorize the purchase of three (3) 2025 RAM 1500 pickup trucks, with Lehr upfit package and standard West Covina Fire Department graphics, per specifications, from National Auto Fleet Group through Sourcewell Contract # 091521-NAF (expires 11/8/2025), for a total of \$197,687.94, including taxes and fees, using South Coast Air Quality Management District funds.
2. Approve the following resolution:
RESOLUTION NO. 2025-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (PURCHASE OF VEHICLES USING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDS)

8) CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH RINCON ENVIRONMENTAL LLC FOR LOCAL ENFORCEMENT AGENCY REGULATORY COMPLIANCE SERVICES

Carried 5-0 to execute the Professional Services Agreement with Rincon Environmental LLC for Local Enforcement Agency (LEA) regulatory compliance services for a term of five (5) years, commencing July 1, 2025 and ending June 30, 2030, with an annual

ATTACHMENT NO. 2

compensation amount not to exceed \$75,000, in such final form as approved by the City Attorney.

POLICE DEPARTMENT

9) CONSIDERATION OF PURCHASE OF TACTICAL BULLETPROOF VESTS FOR POLICE DEPARTMENT

Carried 5-0 to authorize the purchase of thirty-four (34) Project 7 tactical bulletproof vests directly from Aardvark of La Verne, CA, for a total of \$144,452.40, including taxes, using federal equitable sharing funds previously budgeted in Fund 117.

10) CONSIDERATION OF BUDGET AMENDMENT FOR POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH & RECORDS MANAGEMENT SYSTEM (CAD-RMS) SERVICE

Carried 5-0 to adopt the following resolution authorizing the necessary budget amendment for the Police Department's CAD-RMS service:

RESOLUTION NO. 2025-34 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (WCPD CAD-RMS SERVICE)

11) CONSIDERATION OF ANNUAL MILITARY EQUIPMENT REPORT (AB 481)

Carried 5-0 to receive and file the annual military equipment report.

END OF CONSENT CALENDAR

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DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

12) EDUCATIONAL REQUIREMENTS FOR CITY JOB DESCRIPTIONS

ATTACHMENT NO. 2

ACTION: Motion by Councilman Gutierrez and Second by Mayor Pro Tem Lopez-Viado, 3-1-1 to: (Abstain: Diaz, No: Cantos) to proceed with Option Number 2:

Remove Educational Requirement: Modify job descriptions to allow "any combination of education and experience" favoring but not requiring a degree.

- The following is sample language that can be added to the job description: "Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for acceptable job performance as determined by the City. Example combination includes, but is not limited to, graduation from an accredited college or university with a degree in a related field and *four* years of professional experience, including *two* year in a supervisory capacity."
- Staff would need direction confirming the following:
 - Positions to be Changed - What City positions would be included: City Manager, Department Heads, Deputy Directors, Management positions, all the way to entry-level positions that currently require a Bachelors degree.
 - Number of Years in Professional and Management/supervisory capacity for each position - The progression, if any, on the number of years required, professional experience in the city government /in the field and number of years in a management/supervisory capacity.
 - For example: Department Head job descriptions currently require a range of 3 - 15 years of professional experience. Some job descriptions specify the position that experience must be held in prior to the Department Head; Others include a required number of years in a management/supervisory capacity, ranging from 3 - 10 years.
 - Deputy Director's required professional experience ranges from 4 - 6 years with 2- 3 years serving in a management/supervisory capacity.
 - Staff would need direction on Membership or Certification requirements or preference for the positions.

CITY COUNCIL REQUESTS FOR REPORTS

13) SPRING FESTIVAL 2025 EXPENDITURE AND REVENUE BREAKDOWN

It is recommended that the City Council receive and file the Spring Festival 2025 Expenditure and Revenue Breakdown.

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

ATTACHMENT NO. 2

- Councilman Cantos requested that the staff be instructed put together a budget study group where the community is together along with Council at an open meeting to talk about what to spend our money recognizing our need to stay in the black. It's important for us to prioritize and do it together using the City of Walnut as a model. There was a second by Diaz and approved 3-2 (No: Gutierrez, Wu).
- Councilwoman Diaz and Council request the cost to have alternating schedules from Nationwide and also the cost to replace the signage that has already been issued (in high density areas) and a way to track the streets that complaints are being received, and address sign pollution and ADA access. – No objection.
- Mayor Pro Tem Lopez-Viado requested that the elevators get serviced and/or upgraded. No objection
- Mayor Pro Tem Lopez-Viado requested that the first 4 seats in the first row get re-labeled for presentations and next speakers with better signage. No objection
- Councilmember Gutierrez requested the City Manager to conduct an in-house salary survey for Directors in the Southern California region. - There was no second, request failed.
- Councilmember Gutierrez requests the City Manager to work with Finance to look into the asset forfeiture process and the timing it takes for items to be purchased. No objection.
- Council Member Gutierrez requested the City Manager to look into the ordinance that requires hotels/motels to register guests and bring back recommendations to address the issue more effectively. – No objection
- Councilmember Gutierrez requested that any major events that supersede \$100,000, bring back a report to Council within a month of the event – request failed. Councilmember Gutierrez requested that the information go to him directly.

CITY COUNCIL COMMENTS

- Councilwoman Diaz wished a Happy Mother's Day to all mothers.
- Councilmember Gutierrez wished Happy Mother's Day to everyone who is a figure to a child.
- Councilman Cantos also wished a Happy Mother's Day to all.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Tony Wu, and the meeting was adjourned at 11:00 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, May 20, 2025, at 6:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

ATTACHMENT NO. 2

Lisa Sherrick
Assistant City Clerk

Tony Wu
Mayor

STATEMENT OF COUNCILMAN OLLIE CANTOS

Regarding Agenda Item 12
of the Regular Meeting of the City Council on
Tuesday, May 6, 2025

Dear City Council Colleagues:

ATTACHMENT NO. 2

Pursuant to Section 2-54 of the West Covina Municipal Code, which grants each of us the right to have reasons for dissent from or protest against any action entered in the minutes (Code 1960, § 2123), I hereby enter this statement into the record to be included as part of the official minutes from the City Council meeting on Tuesday, May 6, 2025. This necessarily means inclusion in the Council packet that is distributed to us and viewable by the public.

I rise in fervent opposition to any efforts by the Council to lower educational requirements as presently set forth under our existing parameters as already formally established for most executive and management positions. Since our current framework does not require such a four-year Bachelor's Degree for the staff incumbent in the role of Code Enforcement Director, what follows here expressly refrains from addressing that specific position.

As we consider Agenda Item 12 on tonight's City Council agenda, I write to express my strong support for maintaining the requirement that executive-level and management positions in the City of West Covina, including the City Manager, hold a Bachelor's Degree at a minimum.

This requirement is not merely a formality—it is a standard of professionalism that reflects our commitment to effective, ethical, and forward-looking governance. The staff report accompanying this item makes clear that the removal of such a requirement would be "highly unusual," a conclusion drawn from their affirmative survey of neighboring cities. These findings underscore what we already know: that cities across our region and state overwhelmingly expect a certain baseline of educational achievement for individuals entrusted with the highest levels of municipal responsibility.

The complexity of executive roles in local government—from budget oversight to policy implementation, labor relations, and interagency coordination—demands a level of preparation that is best ensured through postsecondary education. A Bachelor's Degree --and, even more optimally, higher-- equips staff leaders with critical thinking skills, technical competence, and an ethical framework necessary to serve the public well.

We must also consider the message that removing this requirement would send. In a time when the public increasingly demands transparency, accountability, and competence from government, lowering standards for executive and managerial leadership would be a disservice to our fellow residents and our workforce. It would not only place West Covina out of step with professional norms, but also potentially weaken our ability to recruit and retain high-quality candidates.

Sometimes, when discussing the importance of educational standards, a debate may arise regarding whether or to what extent having a college education is essential to effective implementation of existing duties by the incumbent in an executive or managerial position. Frankly, to ask such a question about whether practical real-world experience is more important than fulfilling minimum educational requirements actually

ATTACHMENT NO. 2

sidesteps the more important question about how it would be in our city's best interests to change our current requirements by eliminating the post-secondary education requirement. In other words, by lowering the rigor of what is minimally required (i.e., at least a Bachelor's Degree but ideally higher such as a Master's Degree in addition to other technical certifications). Stated in all candor, it would not. We as a Council owe it to our fellow residents to attract and retain the most highly-qualified candidates possible. Any actions to remove existing educational requirements only increases the likelihood of unforeseen problems occurring in the future. That is because, whenever a person completes a four-year college degree, he or she becomes better prepared to tackle a number of issues in ways that could not merely be done without that educational framework in mind. In saying this, in no way am I trying to imply or express any type of educational snobbery. Rather, particularly considering how it is far better to have a college degree than not to have one, why should we as a city lower our standards by removing the education requirement that presently exists and that is an element of best practices as exhibited by other cities around us? Our residents deserve the most qualified individuals to apply and to be accepted. Lowering our standards sends the wrong message and also stands the chance of selecting candidates who would not do as well in comparison to those who have college degrees. Our city deserves the best staff, and that necessarily includes staff who are both educationally qualified and who have the practical experience necessary to tackle their complex responsibilities. Why debate whether the former is more or less important than the latter when we have the ongoing opportunity to require both is actually what is best?

The only thing that I may fathom as a basis for changing educational requirements would be if anyone or more members of this Council already has in mind the selection of a particular future individual to serve either as City Manager or in another leadership post but who presently does not meet existing standards. If or to whatever extent this is the case as events subsequent to tonight will surely reveal, changing the governing rules simply to allow a preferred candidate who does not rise to meet current standards would illustrate blatant and unwelcome politicization of the highest order and would make a literal mockery of our present system. Our city has firmly established high standards for a reason. Namely, this is what our fellow residents so rightly and richly deserve. Particularly considering the rough waters that lie ahead, especially now, we need staff leaders who are highly-qualified, both in meeting minimum educational standards and in having the practical knowledge that comes with years and years of direct field experience. Why in the world should we relax this requirement which itself is a standard that is practiced by other cities of similar size right around us? It frankly makes no sense.

I respectfully urge my fellow Councilmembers to join me in preserving this essential requirement. Let us affirm our shared commitment to excellence in city leadership and ensure that West Covina continues to be guided by individuals who are both qualified and capable of meeting the challenges ahead.

ATTACHMENT NO. 2

Thank you for taking these thoughts into consideration as we determine how to proceed. As a Council, I vehemently assert that we must leave our existing education requirements alone.

Sincerely,

Olegario "Ollie" D. Cantos, Esq.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF COMMISSIONER APPOINTMENT

RECOMMENDATION:

It is recommended that the City Council receive and file this informational report.

BACKGROUND:

Article III (Advisory Commissions) of Chapter 2 (Administration) of the West Covina Municipal Code (WCMC) establishes the City's three commissions and sets forth provisions relating to appointment, vacancies, removal, terms of office, meetings, and responsibilities of City Commissioners. Commissioners must be at least eighteen (18) years of age, and be a resident and registered voter of the City at the time of appointment and throughout their term of office.

DISCUSSION:

Pursuant to Section 2-67(a) of Article III of Chapter 2 of the WCMC, each Councilmember has the power to appoint one (1) commissioner to each the Human Resources Commission and the Planning Commission, and two (2) commissioners to the Community and Senior Services Commission.

Pursuant to Section 2-68 of Article III of Chapter 2 of the WCMC, the terms of office of commissioners run concurrently with that of the appointed Councilmember.

There is currently one (1) vacancy on the Human Resources Commission, to be appointed by Councilmember Gutierrez.

The City has advertised the vacancies and accepted applications in the manner required by law.

Councilmember Gutierrez is announcing the following appointment:

- Eddie Gomez- Human Resources Commissioner

LEGAL REVIEW:

The City Attorney's Office has reviewed this report.

Prepared by: Lisa Sherrick, Assistant City Clerk

Additional Approval: Roxanne E. Lerma, Assistant City Manager

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
A Well-Planned Community



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF AN ORDINANCE AMENDING THE COMPOSITION AND DUTIES OF THE TRAFFIC COMMITTEE

RECOMMENDATION:

It is recommended that the City Council introduce the following Ordinance:

ORDINANCE NO. 2531 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO MAKE CHANGES TO THE TRAFFIC COMMITTEE AND ITS DUTIES

BACKGROUND:

On December 17, 2024, the City Council requested that staff review and update the composition of the Traffic Committee as well as the Traffic Committee's rules and bylaws. The Traffic Committee was established on July 10, 1972, when the City Council adopted Ordinance No. 1199. This ordinance is codified in Division 4 (Traffic Committee) of Article 2 (Administration) of Chapter 22 (Traffic Regulations) of the West Covina Municipal Code (WCMC). Pursuant to Division 4, the Traffic Committee was created to serve in an advisory capacity to the City Council. Pursuant to Section 22-46 of Division 4, the committee consists of the City Traffic Engineer, the Chief of Police (or, at their discretion, the Chief of the Traffic Division as a representative), and the City Engineer.

Current Operations

The Traffic Committee meets on the second Tuesday of each month at 3 PM. During these meetings, Traffic Engineering staff present traffic studies and recommendations in response to resident requests. Items approved by the Traffic Committee are subsequently forwarded to the City Council for final review and approval before implementation.

DISCUSSION:

Traffic Committee Composition (WCMC Section 22-46)

In order to eliminate the appearance of potential conflicts of interest, the Traffic Engineer and City Engineer positions are proposed to be removed as voting members because both positions are held by a third-party consultant and are responsible for the preparation of all reports and presentations for the Traffic Committee's consideration, while the Police Chief (or Police Department representative) is proposed to be removed because the Police Department is responsible for enforcing traffic laws. It is recommended that the traffic committee voting members be changed to City employees holding the

following positions:

- Community Development Director or designee
- Capital Improvement Program (CIP) Project Manager
- Finance Director or designee
- Public Works Director or designee
- A representative from the Maintenance Division as designated by the Public Works Director

Traffic Committee Duties (WCMC 22-47)

Currently, there is no WCMC provision that expressly outlines the duties of the Traffic Committee. A new Section 22-27 is proposed, outlining the duties of the Traffic Committee as follows:

- Receive requests from residents for improving traffic conditions in the city.
- Provide recommendations to the city council regarding ways and means for improving traffic conditions in the city.
- Provide recommendations regarding the installation of traffic signs, signals and devices.
- Perform such other duties as may be set forth in this chapter or directed by the city council.

Time, Location and Conduct of Meetings (WCMC 22-48)

Currently, the time, location, and procedural requirements for Traffic Committee meetings are not codified in the WCMC. A new Section 22-48 is proposed, which provides that:

- The Traffic Committee shall meet at the time and location established by resolution of the City Council.
- The Traffic Committee shall conduct its meetings in accordance with rules and procedures established by resolution of the City Council.

The resolution establishing the time, location, and rules and procedures for Traffic Committee meetings will be presented to the City Council during the second reading and adoption of the attached proposed ordinance.

Additional Revisions to Chapter 22

Additional changes are proposed throughout Chapter 22 to clarify who is responsible for specified actions, that are currently delegated to the Traffic Committee.

Items Reviewed by the Traffic Committee

Business items that the traffic committee reviews are based on written citizen concerns filed with the Engineering Division. The written concerns are reviewed by Engineering staff to determine if the concerns are related to maintenance issues (faded delineations of street, replacement of existing signs needed, faded red paint on curb, et cetera), if there is a traffic safety concern that could be addressed through increased enforcement, or if further studies are necessary to determine what (if any) is needed to address the concern. If the concerns are maintenance issues, the Maintenance Division of Public Works will be notified. If the concerns are related to the need for increased enforcement, the Police Department will be notified. If further studies are necessary, traffic analysis and studies will be conducted by the traffic engineering staff and the traffic engineering recommendations will be presented to the Traffic Committee for consideration. The Traffic Committee votes on the recommendations and prepares a report to the City Council for final approval of the recommended traffic improvements. All approved improvements that are budgeted for are completed, while other improvements will be planned for in the following year's Capital Improvement Program budget.

A draft ordinance (Attachment No. 1) was prepared to reflect the recommended WCMC amendments described within this staff report. Staff recommends that the City Council introduce Ordinance No. 2531.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Introduce Ordinance No. 2531; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

There is no possibility the adoption and implementation of this Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) of Title 14 of the California Code of Regulations.

Prepared by: Jo-Anne Burns- Deputy Director CDD

Fiscal Impact

FISCAL IMPACT:

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

Attachments

Attachment No. 1 - draft Ordinance No. 2531

Attachment No. 2 - Redline of Revisions to Chapter 22

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

ORDINANCE NO. 2531

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WEST COVINA, CALIFORNIA, AMENDING PROVISIONS
OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL
CODE TO MAKE CHANGES TO THE TRAFFIC
COMMITTEE AND ITS DUTIES**

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

WHEREAS, on December 17, 2024, the City Council requested that staff update the Traffic Committee rules and bylaws to be reviewed and considered by the City Council as an Ordinance; and

WHEREAS, the City Council desires to amend Division 4 of Article II of Chapter 22 of the West Covina Municipal Code to make changes to the organization of the Traffic Committee and its duties; and

WHEREAS, the City Council desires to amend provisions throughout Chapter 22 of the West Covina Municipal Code to make clarifying changes; and

WHEREAS, all legal requirements prior to the adoption of this Ordinance have occurred.

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

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein.

SECTION 2. Amendment to Division 4 of Article II of Chapter 22. Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

DIVISION 4. TRAFFIC COMMITTEE

Sec. 22-46. Established; composition.

There is hereby established an advisory traffic committee to serve without compensation consisting of the following city employees: community development director or designee; capital improvement program (CIP) manager; finance director or designee; public works director or designee; and a representative from the maintenance division as designated by the public works director.

Sec. 22-47. Duties.

The traffic committee shall:

- (a) Receive requests from residents for improving traffic conditions in the city.
- (b) Provide recommendations to the city council regarding ways and means for improving traffic conditions in the city.
- (c) Provide recommendations regarding the installation of traffic signs, signals and devices.
- (d) Perform such other duties as may be set forth in this chapter or directed by the city council.

Sec. 22-48. Time, location and conduct of meetings.

- (a) The traffic committee shall meet at the time and location established by resolution of the city council.
- (b) The traffic committee shall conduct its meetings in accordance with rules and procedures established by resolution of the city council.

Secs. 22-49-22-53. Reserved.

SECTION 3. Amendment to Section 22-3. Section 22-3 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-3. Only authorized persons to direct traffic.

No person other than an officer of the police department, or a person designated by the chief of police, or an employee of the city who is at the time engaged in the necessary performance of his duties for the city, shall direct or attempt to direct traffic by voice, hand or other signal, except as permitted or required in the Vehicle Code, and except that persons may operate, when and as herein provided, any mechanical signal erected by order of the city council.

SECTION 4. Amendment to Section 22-42. Section 22-42 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-42. Position established; authority; filling of vacancy.

- (a) The position of city traffic engineer is hereby established. The city traffic engineer shall exercise the powers and duties as provided in this chapter. Whenever the city traffic engineer is required or authorized by the city council to place or maintain official traffic-control devices or signals, such officer shall cause or have the

authority to cause, as the case may be, such devices or signals to be placed or maintained.

- (b) If the position of city traffic engineer is vacant or the duties are performed by another employee with a different title, the city engineer shall specify in writing the person who shall fulfill the duties and have the authority of the city traffic engineer.

SECTION 5. Amendment to Section 22-54. Section 22-54 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-54. Authority to install.

- (a) The public works director, city engineer, or designee shall install traffic control devices whenever directed by any provision of this chapter, at any particular location specified herein and at any other particular location where so directed by the city council, by this Code, or any other ordinance of this city.
- (b) The public works director, city engineer, or designee may also place and maintain or cause to be placed and maintained such additional traffic-control devices as deemed necessary or proper to regulate traffic or to guide or warn traffic, but such determination shall be made only upon the basis of traffic engineering principles and traffic investigations and in accordance with such standards, limitations and rules as may be set forth in this chapter.
- (c) Whenever the traffic law of this state, or any traffic regulation set forth in this chapter requires for its effectiveness that traffic-control devices be installed to give notice to the public of the application of such law or regulation, the public works director, city engineer, or designee is hereby authorized to install or cause to be installed the necessary devices.
- (d) No other person, board or department of this city and no private person or agency, shall install, place, or maintain any traffic-control device within the purview of this chapter except upon order of the city council.

SECTION 6. Amendment to Section 22-57. Section 22-57 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-57. Obedience to barriers and signs required.

No person, contractor or public utility shall erect or place any barrier or sign on any street unless of a type approved by the city council, or disobey the instructions, remove, tamper with or destroy any barrier or sign lawfully placed on any street by any person, contractor or public utility.

SECTION 7. Amendment to Section 22-58. Section 22-58 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-58. Installation of traffic signals.

- (a) The public works director, city engineer, or designee are hereby authorized to install and maintain official traffic signals at those intersections and other places where traffic conditions are such as to require that the flow of traffic be alternately interrupted and released in order to prevent or relieve traffic congestion or to protect life or property from exceptional hazard.
- (b) The traffic committee shall ascertain and determine the locations where such signals are required by field investigation, traffic counts, and other traffic information as may be pertinent, in accordance with those traffic engineering and safety standards set forth in the bureau of public roads' "Manual on Uniform Traffic-Control Devices." The traffic committee shall provide recommendations to the city council based upon such determinations.

SECTION 8. Amendment to Section 22-59. Section 22-59 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-59. Safety zones.

The city council may establish safety zones of such kind or character consistent with the Vehicle Code and at such places as the city council may deem necessary for the protection of pedestrians.

SECTION 9. Amendment to Section 22-60. Section 22-60 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-60. Traffic lanes; turning markers, etc.

The public works director, city engineer, or designee are hereby authorized to install and maintain center lines, lane lines, turning markers, and pavement warning signs, to indicate upon the surface of pavement the course to be traveled by vehicles at any place where the city council determines that such devices are advisable or necessary to foster the orderly and safe movement of traffic.

SECTION 10. Amendment to Section 22-62. Section 22-62 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

The public works director, city engineer, or designee are hereby authorized to remove, relocate or discontinue the operation of any of the traffic-control devices hereinafter enumerated, after the city council approves such removal, relocation, or discontinuance and whenever it shall be determined in any particular case that the factors or conditions which warranted or required the installation no longer exist, to wit:

- (a) Official traffic signals.

- (b) Stop signs and yield signs.
- (c) Signs or markings limiting or prohibiting stopping, standing or parking except at locations where maintenance of such signs is required by ordinance.
- (d) Crosswalks, safety zones.
- (e) Directional signs, lane lines, turn signs and any other device or devices to guide or warn traffic.

SECTION 11. Amendment to Section 22-64. Section 22-64 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-64. Removal of unauthorized signs, signals.

The public works director, public safety director, city engineer, or designee may, without notice, remove or cause to be removed every unofficial sign, signal or device placed, maintained or displayed upon any city street.

SECTION 12. Amendment to Section 22-65. Section 22-65 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-65. Tampering with traffic signs, signals, markings or control devices.

No person shall tamper with, or deface, or remove or cause to be removed, without authority of the city engineer to do so, any sign, marking or traffic-control device, erected under or pursuant to the provisions of this chapter.

SECTION 13. Amendment to Section 22-79. Section 22-79 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-79. Motor vehicles prohibited on bike lanes.

Motor vehicles, pedestrians, and animals are prohibited from using class I or class II bike lanes where such bike lanes have been duly established by the city council and the proper signs and pavement markings have been installed. Pedestrians may use class II bike lanes on highways where there is no sidewalk within the right-of-way.

SECTION 14. Amendment to Section 22-94. Subsection (a) of Section 22-94 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-94. Closing streets temporarily; entry prohibited.

- (a) The city engineer, public works director, public safety director, fire chief, and police chief shall have the right, authority and power at any time to close any street or any

portion thereof temporarily to vehicular, pedestrian or other traffic when, in their opinion, the public peace, health or safety requires such temporary closing; provided, however, that, in all such cases, suitable signs shall be conspicuously posted giving notice of the fact that such street or portion thereof is closed, or a police officer or other designee is present thereat for the purpose of giving such notice.

SECTION 15. Amendment to Section 22-95. Section 22-95 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-95. Backing of vehicles.

Unless in compliance with the immediate direction or order of any police officer or other city representative designated to provide traffic control to the contrary, no person shall back or operate in reverse gear any vehicle on any street within the city for a greater distance than is necessary in order to place such vehicle in a position for the lawful operation thereof in a forward direction upon such street.

SECTION 16. Amendment to Section 22-121. Section 22-121 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-121. Stop streets.

- (a) The city council may determine those streets or intersections at which there is special hazard to life or property by reason of the volume of traffic upon such streets or at such intersections, or because of lack of visibility to the drivers of vehicles approaching such streets or intersections, or because of the number of accidents or probability thereof on such streets or intersections, and where the factors creating the special hazard are such that, according to the principles and experience of traffic engineering, the installation of stop signs is reasonably calculated to reduce the expectancy of accidents and that the use of warning signs would be inadequate.
- (b) When such determination has been made, the city council may designate any such street as a stop thoroughfare or through street between specific limits or designate any intersection a stop intersection, and shall post such stop signs as are necessary to give effect to such designation. Stop signs at any intersection may be posted as to stop either or any stream of traffic as the needs may, in the judgment of the city council based upon recommendations from the traffic committee, require.

SECTION 17. Amendment to Section 22-122. Section 22-122 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-122. Yield right-of-way streets.

- (a) The city council may determine those approaches to intersections of streets and highways which are not through streets, at which there is a special hazard to life or property by reason of the volume of traffic at such intersection, the lack of visibility to the drivers of vehicles approaching the intersection, or the number of accidents or the apparent probability thereof, or because of physical conditions which render such intersection hazardous to life or property, and where the factors are such that according to the principles of traffic engineering the installation of "Yield Right-of-Way" signs is reasonably calculated to reduce the potentiality of accidents and that the use of warning signs would be inadequate.
- (b) When such determination has been made, the city council may designate such approaches as "Yield Right-of-Way" approaches and may cause to be installed and maintained such "Yield Right-of-Way" signs as are necessary to give effect to such designation.

SECTION 18. Amendment to Section 22-142. Section 22-142 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-142. Signs.

The city council shall cause all streets and portions thereof established and designated by this chapter as truck routes to be clearly marked or signposted at their intersections with other truck routes or boundary lines of the city with appropriate signs displaying in letters not less than four (4) inches in height the words "Truck Route."

SECTION 19. Amendment to Section 22-151. Section 22-151 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-151. Traffic committee's authority to install signs; obedience required.

The city council may cause to be erected or placed and maintained signs at any intersection prohibiting the making of left turns, right turns, or U-turns by drivers of vehicles wherever the city council, based on the recommendation of the traffic committee, determines that such turns would cause traffic congestion or traffic hazard. When such signs are so erected or placed, no turns as is indicated by the signs shall be permitted at such designated intersections at any time, or at such times and days as may be designated by such signs, and no operator or driver of any vehicle shall disobey the directions of any such signs.

SECTION 20. Amendment to Section 22-152. Subsection (a) of Section 22-152 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

- (a) At any intersection within the city where mechanical traffic control devices shall have been installed, or may hereafter be installed, the city council may cause to be erected, placed and maintained signs prohibiting the making of right turns by drivers of vehicles against the red light or other means employed by such mechanically controlled devices indicating that the drivers of vehicles traveling in one (1) or more general directions shall stop, whenever the traffic authority determines that such right turns would seriously interfere with the safe and orderly flow of traffic.

SECTION 21. Amendment to Section 22-153. Section 22-153 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-153. Turning markers.

The city council may cause to be placed markers, buttons or signs within or adjacent to intersections, indicating the course to be traveled by vehicles turning at such intersections. When authorized markers, buttons or other indications are placed within an intersection indicating the course to be traveled by vehicles turning thereat no driver of a vehicle shall disobey the directions of such indications.

SECTION 22. Amendment to Section 22-166. Section 22-166 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-166. Designation of no stopping, no parking and restricted parking zones.

- (a) The public works director, city engineer, or designee are hereby authorized and directed to maintain appropriate signs or paint upon the curb surface to designate all no-stopping zones, no-parking areas and restricted parking areas, as defined and described in this chapter.
- (b) When such curb markings or signs are in place no operator of any vehicle shall stop, stand or park such vehicle adjacent to any such legible curb marking or sign in violation of any of the provisions of this chapter.
- (c) No person other than a person acting under the city council's authority shall paint markings upon the curb or place traffic signs within the city.

SECTION 23. Amendment to Section 22-168. Subsection (c) of Section 22-168 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

- (c) In any area where the city council determines that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface.

SECTION 24. Amendment to Section 22-170. Section 22-170 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-170. Bus zones—Establishment; marking.

- (a) The city council may establish bus zones opposite curb space for the loading or unloading of buses or common carriers of passengers and to determine the location thereof subject to the directives and limitations set forth herein.
- (b) Bus zones shall normally be established on the far side of an intersection.
- (c) No bus zone shall exceed eighty (80) feet in length, except that when satisfactory evidence has been presented to the city council showing the necessity therefor, the city council, based on recommendations of the traffic committee, may extend bus zones not to exceed a total length of one hundred twenty-five (125) feet. No bus zone shall be established opposite and to the right of a safety zone.
- (d) The public works director or designee shall paint a red line stenciled with white letters “No Standing,” together with the words “Bus Zone” upon the top or side of all curbs and places specified as a bus zone.

SECTION 25. Amendment to Section 22-173. Subsection (a) of Section 22-173 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

- (a) The public works director or designee is hereby authorized to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed twenty (20) feet, or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed thirty (30) feet.

SECTION 26. Amendment to Section 22-174. Subsection (a) and (b) of Section 22-174 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

- (a) Whenever authorized signs prohibiting or restricting parking or standing of vehicles on certain streets or portion thereof have been determined by the city council, based on recommendations from the traffic committee, to be necessary for the welfare of the general public and are in place giving notice thereof, it shall be unlawful for any person to stand or park any vehicle at any time during the hours, day or days indicated by such signs.

(b) Notwithstanding subdivision (a) of this section, a resident or merchant adjacent to a street with restricted or prohibited parking may be issued a permit for parking a vehicle on such streets in accordance with section 22507 of the California Vehicle Code and the following requirements. The police chief or his designee may issue a permit to a resident or merchant providing the following conditions are met:

- (1) Insufficient on-site parking exists on the property of the application as determined by the city engineer, or designee.
- (2) The application is limited to four (4) permits per dwelling unit or business.
- (3) Permits are free and shall be issued on a permanent basis with replacement upon loss or destruction permitted.
- (4) The permit is displayed in plain view on the exterior of the vehicle when the vehicle is parked on streets with parking restrictions or prohibitions during the time parking restrictions or prohibitions are in effect.
- (5) The vehicle displaying the permit is only parked on the street for which the permit is issued during the hours parking prohibitions or restrictions are in effect.

SECTION 27. Amendment to Section 22-175. Subsections (a) and (b) of Section 22-175 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

- (a) Whenever authorized signs prohibiting or restricting parking or standing of vehicles on certain streets or portion thereof between the hours of 2:00 a.m. and 6:00 a.m. have been determined by the city council to be necessary for the welfare of the general public and set for the area designated specifically herein, and are in place giving notice thereof, it shall be unlawful for any person to stand or park any vehicle at any time during the hours indicated by such signs.
- (b) Notwithstanding subsection (a) of this section, the police chief, city engineer, or designee may issue a permit to a resident adjacent to a street with restricted or prohibited parking for parking a vehicle on such streets in accordance with section 22507.5 of the California Vehicle Code if the following conditions are met:
 - (1) Insufficient on-site parking exists on the property of the applicant as determined by the city engineer or designee.
 - (2) The application is limited to four (4) permits per dwelling unit.
 - (3) Permits are free.

(4) Permits shall be issued on a permanent basis with replacement upon loss or destruction permitted.

(5) The permit is registered to a specific address and may be transferred from vehicle to vehicle.

SECTION 28. Amendment to Section 22-176. The first paragraph of Section 22-176 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

The city council may establish "Loading Only" zones, "Passenger Loading Only" zones, "Curb Mail Drop Only" zones, "Short Time Limit" zones, and "Time Limit Parking," when satisfactory evidence has been presented showing the necessity therefor, and shall cause them to be marked as follows:

SECTION 29. Amendment to Section 22-178. Section 22-178 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-178. Parking in alleys.

No person shall stop, stand or park a vehicle in any alley for any purpose other than the loading or unloading of persons or materials, except when appropriate signs approved by the city council are erected giving notice that parking is permitted.

SECTION 30. Amendment to Section 22-179. Subsection (a) of Section 22-179 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

- (a) The public works director or designee is authorized to install and maintain parking space markings to indicate parking spaces adjacent to curbs where authorized parking is permitted.

SECTION 31. Amendment to Section 22-180. Section 22-180 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-180. Parallel and angle parking.

No person shall stand or park a vehicle in a roadway or street other than parallel with the edge of the roadway headed in the direction of traffic and with the right-hand wheels of the vehicle as near to the curb or edge of the roadway as is practicable, so that such vehicles shall not interfere with traffic on such street. Upon those streets which have been marked or signed by the city for angle parking, vehicles shall be parked at the angle to the curb indicated by such marks or signs.

SECTION 32. Amendment to Section 22-182. Subsection (c) of Section 22-182 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

- (c) The city council, based on the recommendation of the traffic committee, may determine when standing or parking shall be prohibited upon the left-hand side of any one-way street or when standing or parking may be permitted upon the left-hand side of any one-way roadway of a highway having two (2) or more separate roadways and shall caused to be erected signs giving notice thereof.

SECTION 33. Amendment to Section 22-189. Section 22-189 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-189. Vehicle height parking restriction.

When it has been determined by the city council to be necessary for the welfare of the general public, it shall be unlawful for any person to stand or park any vehicle which is six (6) feet or more in height (including any load thereon) within one hundred (100) feet of any intersection, on certain streets or highways or portions thereof, during all or certain hours of the day.

SECTION 34. Amendment to Section 22-197. Section 22-197 of Division 4 of Article II of Chapter 22 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 22-197. Establishment, designation and maintenance of crosswalks.

- (a) The city council may establish, designate and maintain marked crosswalks at intersections and other places by appropriate devices, marks, or lines upon the surface of the roadway. Marked crosswalks shall be established and maintained at all intersections where the traffic authority determines that there is particular hazard to pedestrians crossing the roadway subject to limitations contained in subsections (b) and (c) of this section.
- (b) Other than crosswalks at intersections, no crosswalk shall be established in any block which is less than six hundred (600) feet in length. Elsewhere, not more than one (1) additional crosswalk shall be established in any one (1) block and such crosswalk shall be located as near as practicable to mid-block.
- (c) The public works director or designee may place signs at or adjacent to an intersection in respect to any unmarked crosswalk, directing that pedestrians shall not cross in the unmarked crosswalk so indicated.

SECTION 35. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this

Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) of Title 14 of the California Code of Regulations.

SECTION 36. Inconsistencies. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 37. Severability. If any section, subsection, sentence, clause, phrase, 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 of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 38. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

SECTION 39. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2531 was introduced at a regular meeting

of the City Council held on the 20th day of May, 2025, and adopted at a regular meeting of the City Council held on the ____ day of ____, 2025, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

Redline of Revisions to Provisions of Chapter 22

Sec. 22-3. Only authorized persons to direct traffic.

No person other than an officer of the police department, or a person designated by the chief of police, or an employee of the city who is at the time engaged in the necessary performance of his duties for the city, shall direct or attempt to direct traffic by voice, hand or other signal, except as permitted or required in the Vehicle Code, and except that persons may operate, when and as herein provided, any mechanical signal erected by order of the city council.

Sec. 22-42. Position established; authority; filling of vacancy.

- (a) The position of city traffic engineer is hereby established. The city traffic engineer shall exercise the powers and duties as provided in this chapter. Whenever the city traffic engineer is required or authorized by the city council to place or maintain official traffic-control devices or signals, such officer shall cause or have the authority to cause, as the case may be, such devices or signals to be placed or maintained.
- (b) If the position of city traffic engineer is vacant or the duties are performed by another employee with a different title, the city engineer shall specify in writing the person who shall fulfill the duties and have the authority of the city traffic engineer.

Sec. 22-46. Established; composition.

There is hereby established an advisory traffic committee to serve without compensation consisting of the following city employees: community development director or designee; capital improvement program (CIP) manager; finance director or designee; public works director or designee; and a representative from the maintenance division as designated by the public works director

Sec. 22-47. Duties.

The traffic committee shall:

- (a) Receive requests from residents for improving traffic conditions in the city.
- (b) Provide recommendations to the city council regarding ways and means for improving traffic conditions in the city.
- (c) Provide recommendations regarding the installation of traffic signs, signals and devices.
- (d) Perform such other duties as may be set forth in this chapter or directed by the city council.

Sec. 22-48-Time, location and conduct of meetings.

- (a) The traffic committee shall meet at the time and location established by
- (b) The traffic committee shall conduct its meetings in accordance with rules and procedures established by

Secs. 22-49—22-53. Reserved.

Sec. 22-54. Authority to install.

- (a) The public works director, city engineer, or des shall install traffic control devices whenever directed by any provision of this chapter, at any particular location specified herein and at any other particular location where so directed by the city council, by this Code, or any other ordinance of this city.
- (b) The public works director, city engineer, or des may also place and maintain or cause to be placed and maintained such additional traffic-control devices as deemed necessary or proper to regulate traffic or to guide or warn traffic, but such determination shall be made only upon the basis of traffic engineering principles and traffic investigations and in accordance with such standards, limitations and rules as may be set forth in this chapter.
- (c) Whenever the traffic law of this state, or any traffic regulation set forth in this chapter requires for its effectiveness that traffic-control devices be installed to give notice to the public of the application of such

law or regulation, the public works director, city engineer, or design is hereby authorized to install or cause to be installed the necessary devices.

- (d) No other person, board or department of this city and no private person or agency, shall install, place, or maintain any traffic-control device within the purview of this chapter except upon order of the city council.

Sec. 22-57. Obedience to barriers and signs required.

No person, contractor or public utility shall erect or place any barrier or sign on any street unless of a type approved by the city council, or disobey the instructions, remove, tamper with or destroy any barrier or sign lawfully placed on any street by any person, contractor or public utility.

Sec. 22-58. Installation of traffic signals.

- (a) The public works director, city engineer are hereby authorized to install and maintain official traffic signals at those intersections and other places where traffic conditions are such as to require that the flow of traffic be alternately interrupted and released in order to prevent or relieve traffic congestion or to protect life or property from exceptional hazard.
- (b) The traffic committee shall ascertain and determine the locations where such signals are required by field investigation, traffic counts, and other traffic information as may be pertinent, in accordance with those traffic engineering and safety standards set forth in the bureau of public roads' "Manual on Uniform Traffic-Control Devices." The traffic committee shall provide recommendations to the city council based upon such determinations.

Sec. 22-59. Safety zones.

The city council may establish safety zones of such kind or character consistent with the Vehicle Code and at such places as the city council may deem necessary for the protection of pedestrians.

Sec. 22-60. Traffic lanes; turning markers, etc.

The public works director, city engineer, or designee are hereby authorized to install and maintain center lines, lane lines, turning markers, and pavement warning signs, to indicate upon the surface of pavement the course to be traveled by vehicles at any place where the city council determines that such devices are advisable or necessary to foster the orderly and safe movement of traffic.

Sec. 22-62. Authority to remove, relocate and discontinue traffic-control devices.

The public works director, city engineer, or designee are hereby authorized to remove, relocate or discontinue the operation of any of the traffic-control devices hereinafter enumerated, after the city council approves such removal, relocation, or discontinuance and whenever it shall be determined in any particular case that the factors or conditions which warranted or required the installation no longer exist, to wit:

- (a) Official traffic signals.
- (b) Stop signs and yield signs.
- (c) Signs or markings limiting or prohibiting stopping, standing or parking except at locations where maintenance of such signs is required by ordinance.
- (d) Crosswalks, safety zones.
- (e) Directional signs, lane lines, turn signs and any other device or devices to guide or warn traffic.

Sec. 22-64. Removal of unauthorized signs, signals.

The public works director, public safety director, city engineer, or designee may, without notice, remove or cause to be removed every unofficial sign, signal or device placed, maintained or displayed upon any city street.

Sec. 22-65. Tampering with traffic signs, signals, markings or control devices.

No person shall tamper with, or deface, or remove or cause to be removed, without authority of the city engineer to do so, any sign, marking or traffic-control device, erected under or pursuant to the provisions of this chapter.

Sec. 22-79. Motor vehicles prohibited on bike lanes.

Motor vehicles, pedestrians, and animals are prohibited from using class I or class II bike lanes where such bike lanes have been duly established by the city council and the proper signs and pavement markings have been installed. Pedestrians may use class II bike lanes on highways where there is no sidewalk within the right-of-way.

Sec. 22-94. Closing streets temporarily; entry prohibited.

- (a) The city engineer, public works director, public safety director, fire chief, and police chief shall have the right, authority and power at any time to close any street or any portion thereof temporarily to vehicular, pedestrian or other traffic when, in their opinion, the public peace, health or safety requires such temporary closing; provided, however, that, in all such cases, suitable signs shall be conspicuously posted giving notice of the fact that such street or portion thereof is closed, or a police officer or other designee is present thereat for the purpose of giving such notice.
- (b) No person shall, in case any such street or portion thereof is so closed, enter into or upon such closed portion or drive any vehicle into or upon the same contrary to any such notice or order of any such police officer or person so designated.

Sec. 22-95. Backing of vehicles.

Unless in compliance with the immediate direction or order of any police officer or other city representative designated to provide traffic control to the contrary, no person shall back or operate in reverse gear any vehicle on any street within the city for a greater distance than is necessary in order to place such vehicle in a position for the lawful operation thereof in a forward direction upon such street.

Sec. 22-121. Stop streets.

- (a) The city council may determine those streets or intersections at which there is special hazard to life or property by reason of the volume of traffic upon such streets or at such intersections, or because of lack of visibility to the drivers of vehicles approaching such streets or intersections, or because of the number of accidents or probability thereof on such streets or intersections, and where the factors creating the special hazard are such that, according to the principles and experience of traffic engineering, the installation of stop signs is reasonably calculated to reduce the expectancy of accidents and that the use of warning signs would be inadequate.
- (b) When such determination has been made, the city council may designate any such street as a stop thoroughfare or through street between specific limits or designate any intersection a stop intersection, and shall post such stop signs as are necessary to give effect to such designation. Stop signs at any intersection may be posted as to stop either or any stream of traffic as the needs may, in the judgment of the city council based upon recommendations from the traffic committee require.

Sec. 22-122. Yield right-of-way streets.

- (a) The city council may determine those approaches to intersections of streets and highways which are not through streets, at which there is a special hazard to life or property by reason of the volume of traffic at such intersection, the lack of visibility to the drivers of vehicles approaching the intersection, or the number of accidents or the apparent probability thereof, or because of physical conditions which render such intersection hazardous to life or property, and where the factors are such that according to the principles of traffic engineering the installation of "Yield Right-of-Way" signs is reasonably calculated to reduce the potentiality of accidents and that the use of warning signs would be inadequate.
- (b) When such determination has been made, the city council may designate such approaches as "Yield Right-of-Way" approaches and may cause to be installed and maintained such "Yield Right-of-Way" signs as are necessary to give effect to such designation.

Sec. 22-142. Signs.

The city council may cause all streets and portions thereof established and designated by this chapter as truck routes to be clearly marked or signposted at their intersections with other truck routes or boundary lines of the city with appropriate signs displaying in letters not less than four (4) inches in height the words "Truck Route."

Sec. 22-151. Traffic committee's authority to install signs; obedience required.

The city council may cause to be erected or placed and maintained signs at any intersection prohibiting the making of left turns, right turns, or U-turns by drivers of vehicles wherever the city council, based on the recommendation of the traffic committee, determines that such turns would cause traffic congestion or traffic hazard. When such signs are so erected or placed, no turns as is indicated by the signs shall be permitted at such designated intersections at any time, or at such times and days as may be designated by such signs, and no operator or driver of any vehicle shall disobey the directions of any such signs.

Sec. 22-152. Right turns.

- (a) At any intersection within the city where mechanical traffic control devices shall have been installed, or may hereafter be installed, the city council may cause to be erected, placed and maintained signs prohibiting the making of right turns by drivers of vehicles against the red light or other means employed by such mechanically controlled devices indicating that the drivers of vehicles traveling in one (1) or more general directions shall stop, whenever the traffic authority determines that such right turns would seriously interfere with the safe and orderly flow of traffic.
- (b) During the time such signs are so erected or placed, no right-hand turn shall be permitted against the red signal or stop signal or other means used to indicate that traffic approaching the intersection in one (1) general direction shall stop, and no operator or driver of any vehicle shall make any right-hand turn in such intersection at such times.

Sec. 22-153. Turning markers.

The city council may cause to be placed markers, buttons or signs within or adjacent to intersections, indicating the course to be traveled by vehicles turning at such intersections. When authorized markers, buttons or other indications are placed within an intersection indicating the course to be traveled by vehicles turning thereat no driver of a vehicle shall disobey the directions of such indications.

Sec. 22-166. Designation of no stopping, no parking and restricted parking zones.

- (a) The public works director, city engineer, or designee are hereby authorized and directed to maintain appropriate signs or paint upon the curb surface to designate all no-stopping zones, no-parking areas and restricted parking areas, as defined and described in this chapter.

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- (b) When such curb markings or signs are in place no operator of any vehicle shall stop, stand or park such vehicle adjacent to any such legible curb marking or sign in violation of any of the provisions of this chapter.
 - (c) No person other than the a person acting under the city council's authority shall paint markings upon the curb or place traffic signs within the city.

Sec. 22-168. Stopping, standing and parking prohibited in certain areas—Signs required.

No operator of any vehicle shall stop, stand, park or leave standing such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or other authorized officer, or traffic sign or signal:

- (a) Within any divisional island unless authorized and clearly indicated with appropriate signs or markings.
- (b) On either side of any street between the projected property lines of any public walk, public steps, street or thoroughfare terminating at such street, when such area is indicated by appropriate signs or by red paint upon the curb surface.
- (c) In any area where the city council determines that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface.
- (d) At any place so signed or marked adjacent to and within thirty-five (35) feet of any streetcar tracks, interurban car tracks or railroad tracks within the city.
- (e) At any place so signed or marked adjacent to, in front of or opposite any fire station, police station, theater, school ground or public assembly hall, bus or passenger station, or other public place.
- (f) At any place so signed or marked between a safety zone and the nearest curb.
- (g) At any place so signed or marked within twenty-five (25) feet of the approach to a stop sign, yield sign, or traffic signal, except that a bus may stop at a designated bus stop.
- (h) At any place within twenty (20) feet of a crosswalk when such place is indicated by appropriate signs or by red paint upon the curb surface, except that a bus may stop at a designated bus stop.
- (i) At any place within twenty (20) feet of a point on the curb immediately opposite the mid-block end of a safety zone, when such place is indicated by appropriate signs or by red paint upon the curb surface.

Sec. 22-170. Bus zones—Establishment; marking.

- (a) The city council may establish bus zones opposite curb space for the loading or unloading of buses or common carriers of passengers and to determine the location thereof subject to the directives and limitations set forth herein.
- (b) Bus zones shall normally be established on the far side of an intersection.
- (c) No bus zone shall exceed eighty (80) feet in length, except that when satisfactory evidence has been presented to the city council showing the necessity therefor, the city council, based recommendations of the traffic committee, may extend bus zones not to exceed a total length of one hundred twenty-five (125) feet. No bus zone shall be established opposite and to the right of a safety zone.
- (d) The public works director or design shall paint a red line stenciled with white letters "No Standing," together with the words "Bus Zone" upon the top or side of all curbs and places specified as a bus zone.

Sec. 22-173. Parking prohibited on narrow streets.

- (a) The public works director or design is hereby authorized to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed twenty (20) feet, or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed thirty (30) feet.
- (b) When official signs or markings prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign or marking.

Sec. 22-174. Parking prohibited during certain days or hours; preferential parking permits.

- (a) Whenever authorized signs prohibiting or restricting parking or standing of vehicles on certain streets or portion thereof have been determined by the city council, based on recommendations from the traffic committee, to be necessary for the welfare of the general public and are in place giving notice thereof, it shall be unlawful for any person to stand or park any vehicle at any time during the hours, day or days indicated by such signs.
- (b) Notwithstanding subdivision (a) of this section, a resident or merchant adjacent to a street with restricted or prohibited parking may be issued a permit for parking a vehicle on such streets in accordance with section 22507 of the California Vehicle Code and the following requirements. The police chief or his designee may issue a permit to a resident or merchant providing the following conditions are met:
 - (1) Insufficient on-site parking exists on the property of the application as determined by the city engineer, or designee.
 - (2) The application is limited to four (4) permits per dwelling unit or business.
 - (3) Permits are free and shall be issued on a permanent basis with replacement upon loss or destruction permitted.
 - (4) The permit is displayed in plain view on the exterior of the vehicle when the vehicle is parked on streets with parking restrictions or prohibitions during the time parking restrictions or prohibitions are in effect.
 - (5) The vehicle displaying the permit is only parked on the street for which the permit is issued during the hours parking prohibitions or restrictions are in effect.
- (c) The following streets or portions thereof are herein designated as street for which preferential parking permits may be issued:

Avington Avenue from Mobeck Street to Larkwood Street, east side and west side.

Carlton Avenue from Carvol Avenue west to the cul-de-sac, both sides.

Carvol Avenue from Swanee Lane north to Carlton Avenue, west side.

Carvol Avenue from Carlton Avenue to one hundred thirty (130) feet south, east side.

Charlinda Street from Fernwood Street to Fleetwell Avenue, both sides.

Dawley Avenue from Cameron Avenue to Mobeck Street, west side.

Eckerman Avenue from Lark Ellen Avenue east to the cul-de-sac, both sides.

Fleetwell Avenue from Charlinda Street to Mobeck Street, both sides.

Mobeck Street from Dawley Avenue to Avington Avenue, both sides.

Mobeck Street from Fernwood Street to Fleetwell Avenue, south side.

Rowland Avenue north side and south side between Sunset Avenue and Shadydale Avenue.

The alley east of Sunset Avenue, south of Carlton Avenue and west of Eckerman Avenue, west side.

Sec. 22-175. Overnight parking restrictions in limited areas.

- (a) Whenever authorized signs prohibiting or restricting parking or standing of vehicles on certain streets or portion thereof between the hours of 2:00 a.m. and 6:00 a.m. have been determined by the city council to be necessary for the welfare of the general public and set for the area designated specifically herein, and are in place giving notice thereof, it shall be unlawful for any person to stand or park any vehicle at any time during the hours indicated by such signs.
- (b) Notwithstanding, subsection (a) of this section, the police chief, city engineer, or a resident adjacent to a street with restricted or prohibited parking for parking a vehicle on such streets in accordance with section 22507.5 of the California Vehicle Code if the following conditions are met:
 - (1) Insufficient on-site parking exists on the property of the applicant as determined by the city engineer or
 - (2) The application is limited to four (4) permits per dwelling unit.

- (3) Permits are free.
- (4) Permits shall be issued on a permanent basis with replacement upon loss or destruction permitted.
- (5) The permit is registered to a specific address and may be transferred from vehicle to vehicle.
- (c) The following streets or portions thereof are herein designated as streets for which preferential parking permits may be issued:

La Breda Street from Rowland Avenue to Thelborn Street, east side and west side.

Hillborn Avenue from Rio Verde Drive south to the centerline intersection on Olin Place, east and west side.

Lois Street from Loraine Street to Lainie Street, east side and west side.

Loraine Street from Lois Street to Leanna Drive, north side and south side.

Rio Verde Drive from the centerline intersection of Rodilee Avenue East to Hollenbeck Street, north and south side.

Sec. 22-176. Curb zones and time limit parking.

The city council may establish "Loading Only" zones, "Passenger Loading Only" zones, "Curb Mail Drop Only" zones, "Short Time Limit" zones, and "Time Limit Parking," when satisfactory evidence has been presented showing the necessity therefor, and shall cause them to be marked as follows:

- (a) *Loading only.* "Loading Only" shall be indicated by a yellow painted curb stenciled "Loading Only" or by appropriate signing. When such markings or signs are in place, no person shall stop, stand or park a vehicle at any time between 7:00 a.m. and 6:00 p.m. of any day except Sundays for any purpose other than the loading or unloading of passengers or materials. Such loading or unloading of passengers shall not consume more than three (3) minutes nor the loading or unloading of materials more than twenty (20) minutes. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials shall apply only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty (20) minutes. No more than one-half of the total curb length in any block shall be reserved for loading purposes.
- (b) *Passenger loading only.* "Passenger Loading Only" shall be indicated by a white painted curb stenciled "Passenger Loading Only" or by appropriate signing. When such markings or signs are in place, no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers, or the loading or unloading of personal baggage. Such loading or unloading of passengers or baggage shall not consume more than three (3) minutes. When such zone is in front of a theater, the restrictions shall not apply when such theater is closed.
- (c) *Curb mail drop only.* "Curb Mail Drop Only" shall be indicated by a white painted curb stenciled "Curb Mail Drop Only" or by appropriate signing. When such markings or signs are in place, no person shall stop, stand or park a vehicle for any purpose other than the depositing of mail into an adjacent curbside mail deposit box. Permission herein granted to stop or stand a vehicle for purposes of depositing mail shall not extend beyond the time necessary therefor.
- (d) *Short time limit parking.* "Short Time Limit Parking" shall be indicated by a green painted curb stenciled "Passenger Cars Only—Minute Limit," or by appropriate signing. When such markings or signs are in place, no person shall stand or park a vehicle for longer than the time as indicated at any time between 7:00 a.m. and 6:00 p.m. of any day except Sundays.
- (e) *Time limit parking.* Whenever authorized signs are in place giving notice thereof, no person shall stand or park any vehicle for a period of time in excess of the parking time limit indicated by such signs on all days except as may be further indicated by such signs.
- (f) *Parking for physically handicapped persons.* When any curb is painted blue, no person shall stop, stand or park any vehicle in the street adjacent thereto, unless such vehicle displays a license plate issued to a handicapped person or a disabled veteran, pursuant to the state Vehicle Code.

Sec. 22-178. Parking in alleys.

No person shall stop, stand or park a vehicle in any alley for any purpose other than the loading or unloading of persons or materials, except when appropriate signs approved by the city council are erected giving notice that parking is permitted.

Sec. 22-179. Parking space markings.

- (a) The public works director or designee is authorized to install and maintain parking space markings to indicate parking spaces adjacent to curbs where authorized parking is permitted.
- (b) When such parking space markings are placed on the highway, subject to other and more restrictive limitations, no person shall stand or park a vehicle other than within a single space unless the size or shape of such vehicle makes compliance impossible.

Sec. 22-180. Parallel and angle parking.

No person shall stand or park a vehicle in a roadway or street other than parallel with the edge of the roadway headed in the direction of traffic and with the right-hand wheels of the vehicle as near to the curb or edge of the roadway as is practicable, so that such vehicles shall not interfere with traffic on such street. Upon those streets which have been marked or signed by the city for angle parking, vehicles shall be parked at the angle to the curb indicated by such marks or signs.

Sec. 22-182. Parking parallel on one-way streets.

- (a) Subject to other and more restrictive limitations, a vehicle may be stopped or parked within eighteen (18) inches of the left-hand curb facing in the direction of traffic movement upon any one-way street unless signs are in place prohibiting such stopping or standing.
- (b) In the event a highway includes two (2) or more separate roadways and traffic is restricted to one (1) direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such one-way roadway unless signs are in place permitting such standing or parking.
- (c) The city council, based on the recommendation of the traffic committee, may determine when standing or parking shall be prohibited upon the left-hand side of any one-way street or when standing or parking may be permitted upon the left-hand side of any one-way roadway of a highway having two (2) or more separate roadways and shall cause to be erected signs giving notice thereof.
- (d) The requirement of parallel parking imposed by this section shall not apply in the event any commercial vehicle is actually engaged in the process of loading or unloading freight or goods, in which case such vehicle may be backed up to the curb, provided that such vehicle does not extend beyond the center line of the street and does not block traffic thereby.

Sec. 22-189. Vehicle height parking restriction.

When it has been determined by the city council to be necessary for the welfare of the general public, it shall be unlawful for any person to stand or park any vehicle which is six (6) feet or more in height (including any load thereon) within one hundred (100) feet of any intersection, on certain streets or highways or portions thereof, during all or certain hours of the day.

Sec. 22-197. Establishment, designation and maintenance of crosswalks.

- (a) The city council may establish, designate and maintain marked crosswalks at intersections and other places by appropriate devices, marks, or lines upon the surface of the roadway. Marked crosswalks shall be established and maintained at all intersections where the city council determines that there is particular hazard to pedestrians crossing the roadway subject to limitations contained in subsections (b) and (c) of this section.

-
- (b) Other than crosswalks at intersections, no crosswalk shall be established in any block which is less than six hundred (600) feet in length. Elsewhere, not more than one (1) additional crosswalk shall be established in any one (1) block and such crosswalk shall be located as near as practicable to mid-block.
 - (c) The public works director or designee may place signs at or adjacent to an intersection in respect to any unmarked crosswalk, directing that pedestrians shall not cross in the unmarked crosswalk so indicated.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

**SUBJECT: CONSIDERATION OF LONG-RANGE FINANCIAL FORECAST FOR FISCAL YEARS
ENDING 2026-2030**

RECOMMENDATION:

It is recommended that City Council receive and file the Long-Range Financial Forecast for fiscal years ending 2026-2030.

BACKGROUND:

Local government financial condition analysis consists of defining and measuring financial condition, identifying any warning trends, conducting data analysis, and writing a report of analysis. Beyond the annual budget cycle and multi-year capital plan, governments need to identify long-term financial trends. Long-term financial planning involves projecting revenues, expenses, and key factors that have a financial impact on the organization. Understanding long-term trends and potential risk factors that may impact overall financial sustainability allows staff to proactively address these issues. A long-term financial planning process allows Council to focus on long-term objectives, encourages strategic thinking, and promotes overall awareness for financial literacy in an organization.

Additionally, the State audit recommended the City prepare financial analyses that evaluate both the short-term and long-term financial implications of significant spending decisions. The City's action in regard to this finding was to use a multi-year forecast to quantify the impact of decisions on the City's financial condition. The City originally developed a multi-year forecast in 2020.

As was contemplated in the City's Financial Recovery Plan, annually staff prepares and updates the forecast to include all projected revenue and expenditures, adding information on new assumptions, unanticipated costs, and cost-saving actions.

DISCUSSION:

The purpose of the forecast update is to provide long-term context for annual decisions that will be made with the FY 2025-2026 Budget and FY 2026-2030 Capital Improvement Plan. This forecast was developed to create a forward-looking, conservative baseline budgetary outlook for the City's General Fund under a given set of revenue and expenditure growth assumptions.

The Long-Range Financial Forecast (Attachment No. 1) is part of the annual budget process.

OPTIONS:

The City Council has the following options:

1. Approve staffs recommendation; or
2. Provide alternative direction.

Prepared by: Maria-Luisa Olea, Assistant Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

Based on the revenue and expenditure assumptions, the General Fund is anticipated to have a deficit in Fiscal Year 2025-26 and continues with increased deficits through Fiscal Year 2029.

Fund balance reserves are anticipated to decrease over the upcoming years from 19% in FYE 2024 to 10% in FYE 2029.

Attachments

Attachment No. 1 - Long Range Financial Forecast

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

Long-Range Financial Forecast

FISCAL YEARS ENDING 2026 TO 2030



City of West Covina

WWW.WESTCOVINA.ORG | 1444 W GARVEY AVE, WEST COVINA CA, 91790

Overview

The purpose of this forecast is to provide long-term context for annual decisions that will be made with the Fiscal Year Ending (FYE) 2026 Budget and FYE 2026-2030 Capital Improvement Plan. This forecast was developed to create a forward-looking, conservative baseline budgetary outlook for the City's General Fund under a given set of revenue and expenditure growth assumptions.

The revenue and expenditure growth assumptions have been updated based on historical trends, actuarial reports, and CPI trends. The base year for this forecast is FYE 2025.

Revenue

The City's major revenue sources include property taxes and sales tax. Each of these revenue sources are driven by the growth of the local economy and the City's population. This is also true of several of the City's other revenue sources including fees and charges for service, franchise taxes, and licenses and permits.

Revenue Growth Assumptions

- Based on historical prior year actuals Property Tax is assumed to increase by 4.9% - the median over the past ten years.
- The Property Tax in Lieu of Vehicle License Fee grows with estimated increase in assessed valuation.
- Sales Tax estimates are provided by the City's sales tax consultant, HdL, and are forecasted to increase by 3.5% in FYE 2026 to 3.0% by FYE 2030.
- The following are assumed to grow with CPI which has average of 3.18% over the past ten years:
 - Business License Tax
 - Transient Occupancy Tax
 - Franchise Fees
 - Charges for service that increase with CPI
 - Rental Income
 - Licenses and Permits
 - Use Of Money/Property

Table 1. Forecasted Revenue Growth Assumptions

Major Revenue Source	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Property Taxes	4.90%	4.90%	4.90%	4.90%	4.90%
Sales And Use Taxes	3.50%	3.20%	3.00%	3.00%	3.00%
Business License Tax	3.18%	3.18%	3.18%	3.18%	3.18%
Transient Occupancy Tax	3.18%	3.18%	3.18%	3.18%	3.18%
Other Taxes	0.00%	0.00%	0.00%	0.00%	0.00%
Fines And Forfeits	0.00%	0.00%	0.00%	0.00%	0.00%
Franchise	3.18%	3.18%	3.18%	3.18%	3.18%
Licenses & Permits	3.18%	3.18%	3.18%	3.18%	3.18%
Use Of Money/Prop	3.18%	3.18%	3.18%	3.18%	3.18%
Charges For Services-CPI	3.18%	3.18%	3.18%	3.18%	3.18%
Charges For Services-Non-CPI	0.08%	0.08%	0.08%	0.08%	0.08%
Rental Income	3.18%	3.18%	3.18%	3.18%	3.18%
Other Revenues	0.00%	0.00%	0.00%	0.00%	0.00%



Expenditure Overview

Expenditures are forecasted for the City's two major funds: General and Debt Service. The baseline forecast presented herein includes expenditures already approved by and/or committed to by the City Council. Rising costs due to inflation, and/or interest rates are also anticipated and included in this forecast through growth factors applied to each forecast category. Miscellaneous

Expenditure Growth Assumptions

- Payroll is generally projected to increase approximately three percent overall each of the forecasted years.
- The forecast assumes recruitment of all budgeted positions with annual estimated vacancy savings within larger staffing groups.
- Projected employer contributions to California Public Employees' Retirement System (CalPERS) are based on the latest Actuarial Valuation.
- Increases in expenditures are based on historical actuals and CPI which has averaged around 3.18%.
- The forecast does not assume increases in contributions to Other Post Employment Benefits (OPEB).
- Workers Compensation and Insurance claims have been based on recent actuarial study. The initial forecast assumes fully funding recurring expenditures but does not address the current liability.

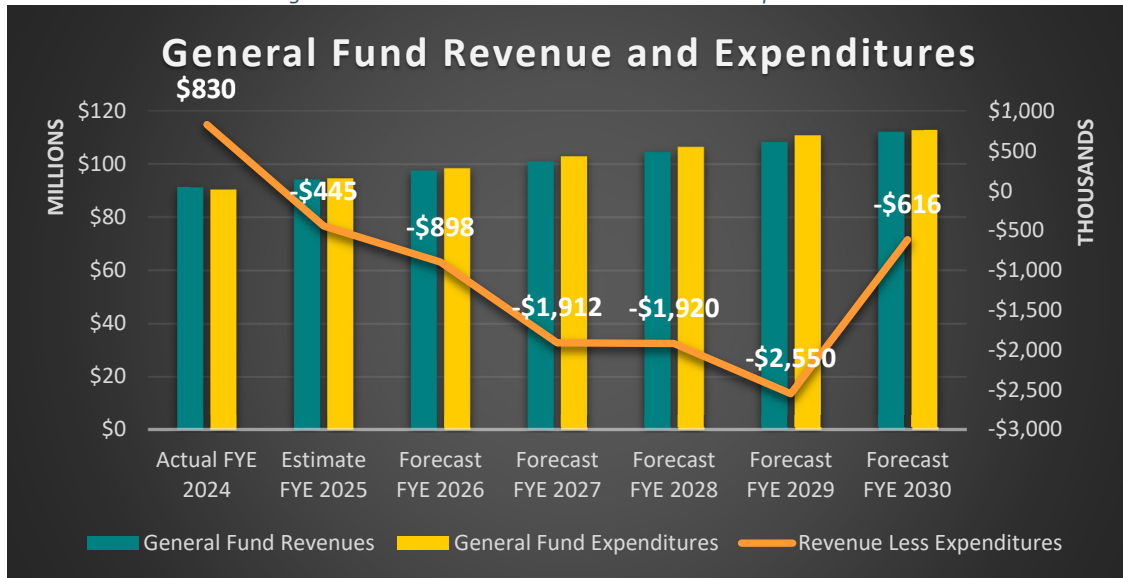
Table 2. Forecasted Expenditure Growth Assumptions

Expenditures	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Salaries & Benefits					
Base Salaries	2.80%	2.80%	2.80%	2.80%	3.00%
Health Plans	4.00%	4.00%	4.00%	4.00%	4.00%
Dental/Vision/Life Plans	2.00%	2.00%	2.00%	2.00%	2.00%
Medicare	2.00%	2.00%	2.00%	2.00%	5.00%
CalPERS Miscellaneous	-8.53%	-1.46%	-2.70%	-1.39%	-1.41%
CalPERS Safety	-8.53%	-1.46%	-2.70%	-1.39%	-1.41%
PERS UAL Payment	61.18%	37.98%	27.53%	21.58%	1.37%
Materials & Services					
Contract/Professional Services	2.00%	2.00%	2.00%	2.00%	2.00%
Fuel	3.18%	3.18%	3.18%	3.18%	3.18%
Legal Services	3.18%	3.18%	3.18%	3.18%	3.18%
Materials & Services	1.50%	1.50%	1.50%	1.50%	1.50%
Miscellaneous	0.20%	0.20%	0.20%	0.20%	0.20%
Repair & Maintenance	3.18%	3.18%	3.18%	3.18%	3.18%
Supplies & Materials	1.50%	1.50%	1.50%	1.29%	1.29%
Training/Conferences/Meetings	0.00%	0.00%	0.00%	0.00%	0.00%
Utilities	3.18%	3.18%	3.18%	3.18%	3.18%
Claim Paid	5.47%	9.15%	6.16%	6.17%	6.18%

General Fund Projections

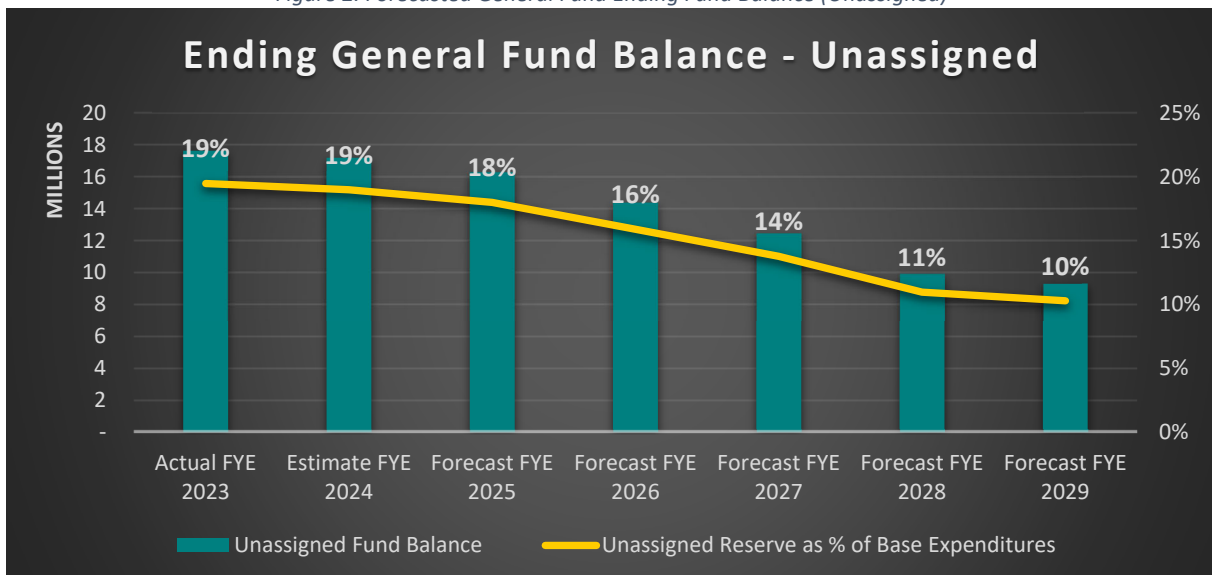
Based on the revenue and expenditure assumptions, the General Fund is anticipated to have negative revenue over expenditures throughout the forecast beginning in FYE 2025 (-\$445k) to FYE 2029 (-\$616k).

Figure 1. Forecasted General Fund Revenue and Expenditures



Fund balance reserves are anticipated to decrease over the upcoming years from 19% in FYE 2024 to 16% in FYE 2026. Unless structural changes are made, fund balance is projected to slowly decrease to 10% by FYE 2028.

Figure 2. Forecasted General Fund Ending Fund Balance (Unassigned)



There are several factors contributing to this. The first is unfunded accrued liability (UAL) with CalPERS. The second is projected losses for general liability and workers compensation. Lastly, expenditures are increasing at a faster rate than revenues. The following sections have more on the UAL, general liability and workers compensation.

Future Pension Costs

The City currently has a total of two pension plans administered by CalPERS and two retirement enhancement plans administered by PARS. The pension plans consist of a miscellaneous agent plan and a safety agent plan. The retirement enhancement plan consists of an EPMC replacement supplemental retirement plan and a supplemental retirement plan for executive staff and City Council.

The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability (UAL). In 2020, the City issued taxable Lease Revenue Bonds to provide financing to pay the City's unfunded pension liabilities to CalPERS.

However, as of the latest actuarial report received in 2023, the City's net pension related liability will be over \$39.7 million for the miscellaneous and safety plans – meaning the city reported a liability again as of June 30, 2024.

Table 3. Projected CalPERS Rates.

CalPERS Rates	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Miscellaneous	9.01%	8.90%	8.70%	8.60%	8.50%
Safety	21.87%	21.50%	20.90%	20.30%	19.80%

UAL Payment	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Miscellaneous	1,188,807	1,537,000	1,884,000	2,232,000	2,260,000
Safety	2,586,853	3,481,000	4,374,000	5,268,000	5,343,000
Total UAL	\$3,775,660	\$5,018,000	\$6,258,000	\$7,500,000	\$7,603,000

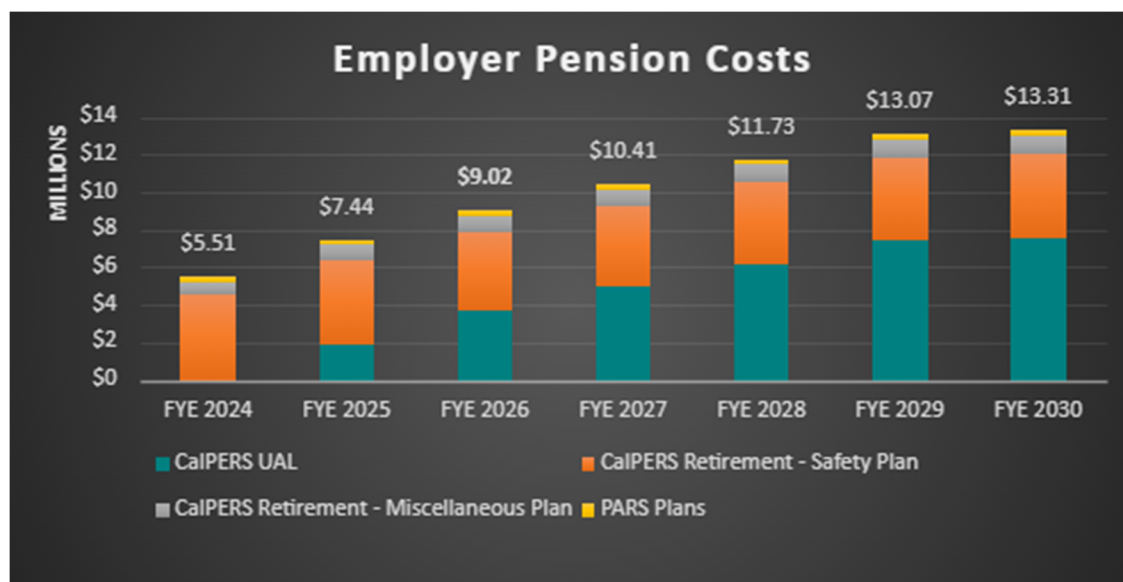


Figure 3. Forecasted Pension Employer Costs

The PARS retirement enhancement plan consists of an EPMC replacement supplemental retirement plan and a supplemental retirement plan for executive staff and City Council. The City makes all contributions to these plans. Participants do not make any contributions. The City is currently only funding the benefit payments payable each year.

Other Post Employment Benefits (OPEB)

The City administers a single employer defined benefit plan which provides healthcare benefits to eligible retirees and their dependents in accordance with various labor agreements. The table below summarizes these costs over the forecast period.

Table 4. Retiree Benefits

Retiree Benefit (\$ Millions)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Medical	2.22	2.29	2.33	2.38	2.43	2.48	2.53
Health Savings Plan	0.34	0.42	0.42	0.42	0.42	0.42	0.42
Total	\$2.55	\$2.71	\$2.75	\$2.80	\$2.85	\$2.89	\$2.94

Debt Service

The General Fund will generally be responsible for funding the following debt service payments annually:

2018 Lease Revenue Refunding Bonds, Series A and B

On November 20, 2018, the City issued \$19,310,000 of Lease Revenue Bonds, Series A and \$4,855,000 of taxable Lease Revenue Bonds, Series B to provide financing for the advance refunding of the City's 2002 Lease Revenue Bonds Series A, 2004 Lease Revenue Bonds Series A&B, and the 2013 Lease Revenue Refunding Bonds Series A.

2020 Lease Revenue Bonds, Series A

On July 23, 2020, the City issued \$204,095,000 of taxable Lease Revenue Bonds to provide financing to pay the City's unfunded pension liabilities to CalPERS, to establish a reserve fund, and pay issuance costs. The bonds mature annually through August 1, 2044, in amounts ranging from \$3,645,000 to \$16,105,000, with interest rates that range from 1.747% to a maximum of 3.892% over the term of the bonds.

Energy Efficiency Loans Payable

In May 2021, the City entered into two lease-purchase agreements for the acquisition and installation of certain energy conservation equipment and improvements (solar) and installation of certain energy conservation equipment including lighting and HVAC (non-solar) with an aggregate principal borrowing of \$6,602,048.

Table 5. Debt Service Payments

Debt Service (\$ Millions)	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Principal	\$5,907,696	\$6,295,249	\$6,717,502	\$7,168,788	\$7,633,591
Interest	\$7,714,385	\$7,540,661	\$7,345,261	\$7,127,764	\$6,888,807
Total Debt Service	\$13,622,081	\$13,835,910	\$14,062,763	\$14,296,552	\$14,522,398

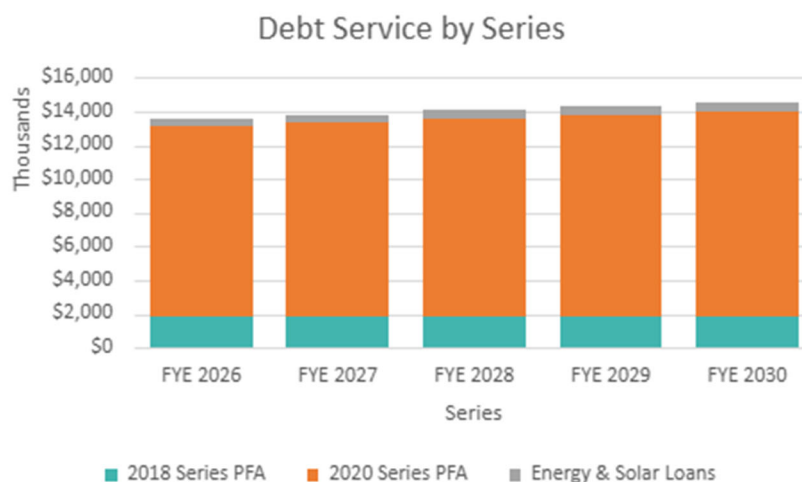


Figure 4 Debt Service Payments

Self-Insured Workers Compensation and Liability

The City is self-insured for workers compensation and liability (automobile, general, and public officials). The City has always purchased excess insurances for workers compensation and liability. In compliance with Governmental Accounting Standards Board (GASB) Statement No. 10, the City has an actuarial study completed every two years.

Based on the latest actuarial study, the estimated outstanding workers compensation losses decreased by \$1.2 million from our prior estimate of \$14.1 million as of June 30, 2023 to \$12.8 as of June 30, 2024. The change consists of:

- +\$2.8 million from the additional year (2023/24) of exposure,
- -\$3.7 million for claim payments made during 2023/24, and
- -\$0.2 million due to a change in projected ultimate losses for 2022/23 and prior.

The decrease in outstanding workers compensation losses is mainly due to a decrease in case reserves of \$1.5M.

Additionally, the estimated outstanding liability losses increased by \$5.3 million from our prior estimate of \$8 million as of June 30, 2023 to \$13.2 million as of June 30, 2024. The change consists of:

- +\$5.9 million from the additional year (2023/24) of exposure,
- -\$4.7 million for claim payments made during 2023/24, and
- +\$4.1 million due to a change in projected ultimate losses for 2022/23 and prior.

The increase in outstanding liability losses is mainly due to an increase in case reserves of \$4.2M.

The chart on the right shows the type of open claims as of June 30, 2024. The actuarial study also projected losses over

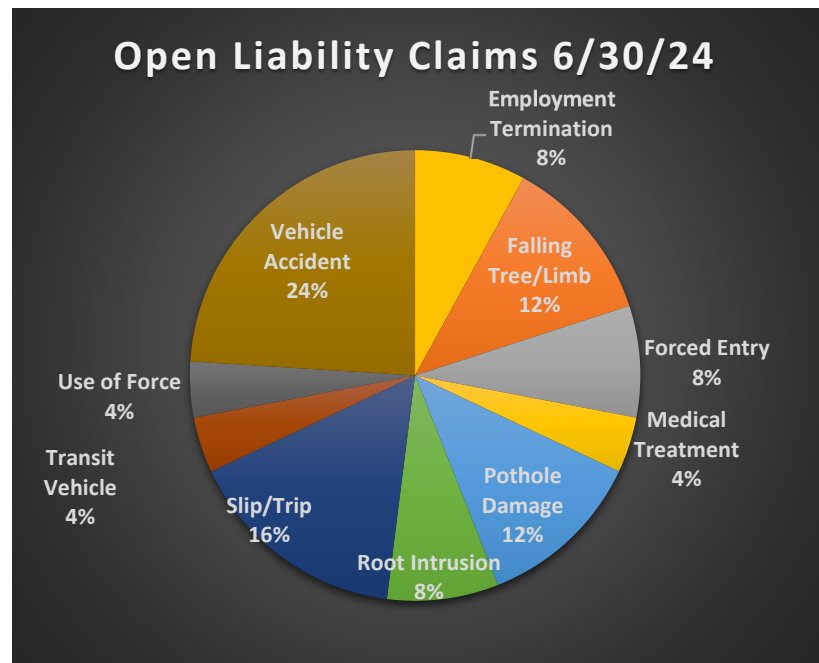
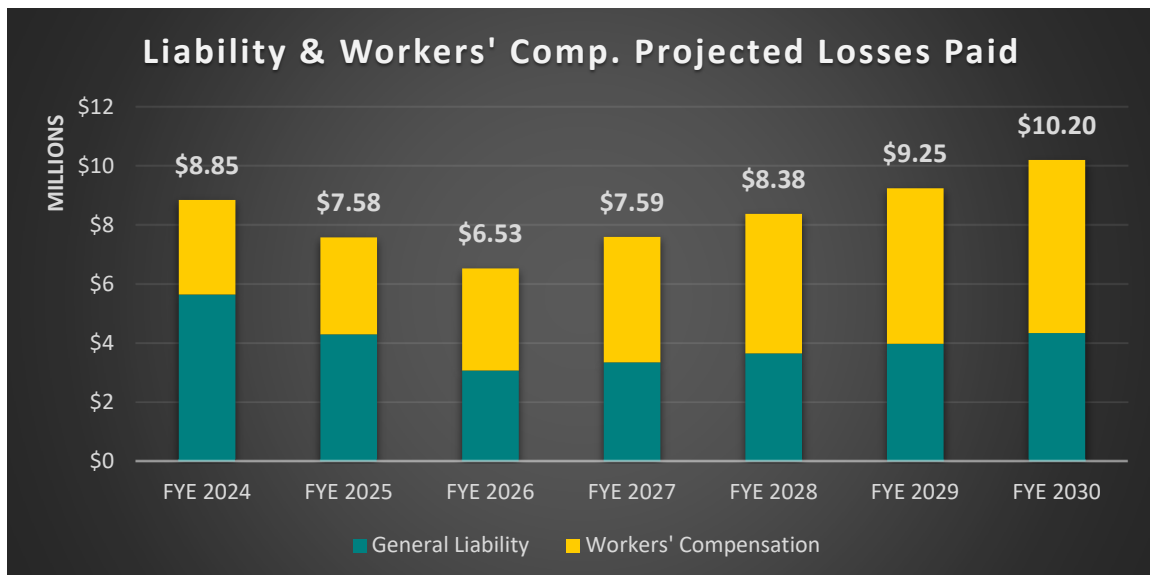


Figure 4 Debt Service Payments

The open liability claims include past claims for the last decade.

\$7.5 million in FYE 2025 and \$6.5 million in FYE 2026. The table below outlines these projected losses.

The actuarial study also projected losses over \$8.8 million in FYE 2026 and \$10.2 million in FYE 2030. The chart below outlines these losses.





AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION (WCCEA)

RECOMMENDATION:

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

RESOLUTION NO. 2025-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU

BACKGROUND:

Under California law, the Meyers-Milias-Brown Act (MMBA) of 1968 established collective bargaining for California municipalities. Collective bargaining is the process by which workers, through their associations, and employers negotiate contracts to determine terms of employment, including pay, benefits, hours, leave, and job health & safety policies. MMBA is a formalized union-management consultation and bargaining procedure.

The Memorandum of Understanding between the City and the City of West Covina Confidential Employees' Association (WCCEA) expired on June 30, 2024. City Management and representatives for the WCCEA have met and conferred in accordance with the MMBA regarding terms and conditions of employment, including wages, benefits and hours, and have reached an agreement on a comprehensive Memorandum of Understanding.

DISCUSSION:

The comprehensive Memorandum of Understanding (MOU) is attached to this report as Exhibit A to Attachment No. 1. It is a four-year term from July 1, 2024 through June 30, 2028.

The City and WCCEA have agreed upon the following changes to the existing labor agreement to be incorporated into the successor agreement, which would become effective upon approval of the MOU by the City Council. All other provisions of the existing agreement are proposed to remain in the agreement without changes.

1. Term: Four years (Beginning July 1, 2024, and ending June 30, 2028).
2. Salary One-Time Non-PERSable Pay: Within 30 days after City Council approval of the MOU, employees shall receive a one-time non-PERSable pay of \$550.00 pro-rata, based upon date-of-hire effective July 1, 2024.
3. Salary Increase: Effective the first full pay period following July 1, 2025, the base salary will increase by 2% and a new 3% Step 6 added; effective the first full pay period following July 1, 2026, the base salary will increase by 2% and a new 3% Step 7 added; and effective the first full pay period following July 1, 2027, the base salary will increase by 2% and a new 3% Step 8 added.
4. Overtime Policy: Vacation, sick leave, holidays, bereavement leave, and compensatory time off should not be considered hours worked. Jury duty shall count towards time worked.
5. Compensatory Time: Accrued compensatory time will be paid out as of June 30, 2025. References to compensatory time will be removed. Overtime will be paid upon earning and compensatory time will no longer be an option to accrue.
6. Sick Leave Annual Payoff Program: The annual payoff program is only made available to employees hired before July 1, 2025.
7. Sick Leave Payoff Upon Retirement: Sick leave is only paid upon retirement to those hired prior to July 1, 2018. This supersedes Section 10.5.E in the Personnel Rules or its equivalent/successor language.

Staff recommends that the City Council adopt the proposed resolution, approving the MOU and authorizing the City Manager to execute the agreement.

LEGAL REVIEW:

The City's labor counsel has reviewed and approved the MOU.

OPTIONS:

The City Council has the following options:

1. Approve staffs recommendation; or
2. Provide alternative direction.

Prepared by: Maria-Luisa Olea, Acting Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The overall estimated fiscal impact is approximately \$320,000 over four years. There is a projected cost associated with a one-time payment to all current employees in the bargaining group of \$12,000; however, this is offset with projected savings due to stipulations realized with no longer paying sick time upon termination for employees hired after 2018. Thus, the City can absorb the increase for the current fiscal year.

Fiscal Impact of City Proposal	Year 1	Year 2	Year 3	Year 4	Total Estimate
Fiscal Impact 3%	\$0	\$47,000	\$106,000	\$167,000	\$320,000

*The fiscal impact does not include the impact on the City's unfunded accrued liability (UAL). CalPERS assumes a 2.8% growth in payroll. While this contract includes a 2% increase and 3% Step increases in Years 2-4, employees that are not at the top step may receive up to a 7% increase. However, due to the lag in actuarial reporting, the impact of these increases will not be realized in the current or next fiscal year.

Additionally, the annual payout of sick will be reduced as years go by and new employees enter the bargaining group.

Attachments

Attachment No. 1 - Resolution No. 2025-22

Exhibit A - Confidential Employees' Association MOU

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

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU

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

WHEREAS, the current Memorandum of Understanding between City of West Covina (the "City") and the City of West Covina Confidential Employees' Association (WCCEA) expired on June 30, 2024; and

WHEREAS, the City and representatives for the WCCEA have met and conferred regarding wages, hours, and other terms and conditions of employment for a successor Memorandum of Understanding in accordance with the provisions of the Meyers-Milias-Brown Act (California Government Code section 3500 et seq.); and

WHEREAS, the City and the WCCEA have reached an agreement and memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in a Memorandum of Understanding for the period of July 1, 2024 through June 30, 2028, which is attached hereto as Exhibit "A."

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

SECTION 1. The City Council hereby approves the Memorandum of Understanding between the City and the City of West Covina Confidential Employees' Association, attached hereto as Exhibit "A."

SECTION 2. The City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 20th day of May, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-22 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 20th day of May, 2025, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WEST COVINA**

AND

**CITY OF WEST COVINA
CONFIDENTIAL EMPLOYEES' ASSOCIATION**

JULY 1, 2024 THROUGH JUNE 30, 2028

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ARTICLE ONE
RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and the Representatives of the West Covina Confidential Employees Association, (hereinafter referred to as "Confidential Employees' Association or WCCEA", representing the Confidential Employees; and pursuant to Government Code 3500, as amended, et seq., and hereby satisfies the City's duty to meet and confer with the Association during the life of this Agreement.

II. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his", "hers", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. WCCEA Recognized Employee Organization - Confidential Employees

Pursuant to the provisions of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, the City recognizes the West Covina Confidential Employees Association, representing the Confidential Employees.

B. Exclusions

Those classifications and positions excluded include employees designated as executive, management, public safety, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by the West Covina Confidential Association are listed in Appendix "A".

IV. ASSOCIATIONS AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

The City and the Association shall comply with the provisions of Government Code section 3500, et seq., as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights

respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

1. The City shall, during the term of this Agreement, and in a manner consistent with applicable law, deduct monies for membership dues on a semi-monthly basis (over 24 pay periods) from unit employees whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing, or on forms approved by the City.
2. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request.
3. The City shall remit to the recognized employee organization the monies from authorized deductions made in accordance with procedures set forth by the City.
4. In the event the employee shall not be entitled to any pay for the first pay period of any month, such deduction shall be made from the wages of such employee earned in the next succeeding pay period in said month. If such employee shall not be entitled to any pay during the succeeding pay period in said month, the City shall not make dues deduction thereafter in respect to the dues of said employee for said month.

C. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all damages and legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

D. Association Benefit Plans - Dues

The City will allow employees to add an amount of money, to pay for Association sponsored benefits plans, to the lump sum semi-monthly (24 pay periods) deduction for Association dues.

E. Association Representation Responsibilities

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended.

F. Association Release Time — Time Off For Meeting and Conferring

1. The City and Association recognize that it is of benefit both to the City and Association that representatives designated by the Association to serve as the Association negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.
2. The Association negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memoranda of Understanding.
3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.
4. Unless otherwise agreed to by both parties, the negotiating teams for the Association shall not exceed three (3) members each.
5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assigned merit pay.
6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

G. Release Time-Grievances

Representatives of the Association shall be granted reasonable release time from their assigned work as approved by management to provide representation services such as grievance matters.

H. Bulletin Boards

1. The City may permit the Association to use certain designated bulletin boards approved by Management located at City facilities to post Association-related information including reasonable use of e-mail or fax.
2. The Association agrees to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and maintained in an orderly manner.
3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

VI. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been

expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.
2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.
3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.
4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine quality, quantity, and types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.
8. To plan, determine, and manage the City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.
10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.
11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.
14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.
19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.
20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.
21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.
22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. Authority of Third Party Neutral

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights, which are included in this Agreement.

C. Impact of Management Rights

The City agrees to meet with the Association, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which significantly and directly impacts upon the wages, hours, and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Personnel Rules, Administrative Policies, or Departmental Rules.

VII. NO STRIKE/JOB ACTION PROVISION

In addition to all no strike/job action provisions and penalties in the West Covina Municipal Code or Personnel Rules, the following provisions shall apply.

A. Prohibited Conduct

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form or types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered an unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

C. Association Responsibilities

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.
2. If the Association performs all of the responsibilities in good faith set forth in C (1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct above.

ARTICLE TWO SALARY AND COMPENSATION

I. SALARY SCHEDULE

Effective within thirty (30) days after City Council approval of this MOU, members of the Confidential Employees bargaining unit shall receive a one-time, non-PERSable payment of five hundred fifty dollars (\$550.00) pro-rata, based upon date-of-hire effective July 1, 2024. The bargaining unit members will receive this one-time payment on a check separate from their regular paycheck.

Effective the first full pay period following July 1, 2025, a two percent (2%) COLA shall be applied to all Confidential Employees Unit salary schedules and a new Step 6 commensurate with a three percent (3%) increase shall be added to such salary schedules. Bargaining unit members would be eligible for such new step increase, if applicable, on their anniversary date following this effective date.

Effective the first full pay period following July 1, 2026, a two percent (2%) COLA shall be applied to all Confidential Employees Unit salary schedules and a new Step 7 commensurate with a three percent (3%) increase shall be added to such salary schedules. Bargaining unit members would be eligible for such new step increase, if applicable, on their anniversary date following this effective date.

Effective the first full pay period following July 1, 2027, a two percent (2%) COLA shall be applied to all Confidential Employees Unit salary schedules and a new Step 8 commensurate with a three percent (3%) increase shall be added to such salary schedules. Bargaining unit members would be eligible for such new step increase, if applicable, on their anniversary date following this effective date.

II. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

III. SALARY ADMINISTRATION

A. Specific Information in Personnel Rules

Specific detailed information dealing with such subjects as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.

B. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period.

C. Right to Raise Salaries, Other Compensation and Benefits

The City reserves the right to raise salaries, and other compensation, and benefits during the term of this agreement. The City shall meet and consult with the Association prior to implementing increased compensation and benefits.

D. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form of compensation.

E. Extra Pay/Compensation

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, differentials, and bonuses.

F. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City, at the City's sole discretion.
2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.
3. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.
4. Those unit employees on job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

IV. Deferred Compensation

- A. The City shall contribute for each confidential unit employee one hundred (\$100.00) per month to a deferred compensation plan.
- B. The employee may select the deferred compensation plan from a list of plans provided by the City.
- C. Employees may apply the City's contribution as they determine to be applied to medical, dental or life insurance premiums.

V. Bilingual Allowance — Confidential Employees

A. Eligibility

1. The department head shall designate certain unit employees to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.
2. No more than one unit employee within an office or crew will receive bilingual pay, unless it is determined by the department head that the need for an exception exists. An exception may occur within an office, wherein

unit employees take different lunches and or work flex-schedules.

3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

B. Compensation

1. Eligible employees assigned to bilingual allowance receive extra compensation of one hundred dollars (\$100.00) per month above their salary base.
2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

C. Limitations

1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina or those languages designated by the City Manager. Currently, these languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina are Chinese (Mandarin and Cantonese), Spanish, Tagalog, and Vietnamese. Should the eligible languages change, employees currently receiving bilingual pay for a language no longer identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections, will continue to receive bilingual pay. However, no additional employees will be paid for use of that language.
2. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

VI. Acting Pay Assignment

A. Eligibility

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.
2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or if the position is vacant. Such acting appointment made to a higher class or position occupied by a person on temporary leave or disability shall not exceed twelve (12) months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall not exceed 960 hours in a fiscal year. (Government Code section 20480.) Acting appointments shall be made from existing promotional lists, if available.
3. Should no promotional eligibility list exist, acting appointments shall be

made in accordance with the provisional appointments section of the Personnel Rules, except as approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. Employees

All Unit employees serving in an acting status, will be paid five percent (5%) above their base salary immediately effective upon the City Manager's approval, until the completion of the appointment, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.

2. Limitations Appointments to Higher Level Positions

Acting appointments to higher level positions do not require the assignment of another employee to cover the duties of the employee so assigned.

VII. Limitation on Assignments

Assignments to extra pay positions are temporary, not a separate classification and do not have permanent status and are not subject to selection procedures, appeals, grievances or seniority. Assignments are not a property right and have no due process rights.

VIII. PERS Retirement Benefits

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits:

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to PERS Section 20862.8.

B. PERS RETIREMENT FORMULAS

Tier One "Classic" PERS Members – 2.5% at age 55 (West Covina Employees Hired Prior to January 1, 2011)

Unit members classified as miscellaneous employees by PERS shall participate in the 2.5% at age 55 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of eight percent (8%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2.5% at age 55 formula shall be computed using the One-Year Final Compensation Option.

Tier Two “Classic” PERS Members – 2% at age 60

Unit members classified as miscellaneous employees by PERS hired between January 1, 2011, and January 1, 2013, or having reciprocity with another PERS agency shall participate in the 2% at age 60 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2% at age 60 formula shall be computed using the One-Year Final Compensation Option.

“New” PERS Members – 2% at age 62

All Unit members classified as “new members,” as defined by the Public Employees’ Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2% at age 62 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension costs and other provisions, as required by the Public Employees’ Pension Reform Act of 2013. Contributions shall be made on a pre-tax basis.

Cost-Sharing

Classic and new members pay an additional 3% of compensation earnable pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

D. 4th Level Survivor Benefits

Fourth Level of 1959 Survivor Benefits PERS Section 21574 for employees covered by this agreement.

E. Military Buy Back

Military service credit as public service credit under PERS section 21024.

ARTICLE THREE
WORK WEEKS/SCHEDULES/OVERTIME

I. HOURS OF WORK POLICY

It is the policy of the City that the hours of work, as negotiated by unit employees or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City departments.

II. WORK WEEKS

A. 7-Day Work Week

The work hours for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. Work Schedules — Unit Employees

1. It is understood that City Hall will remain open Monday through Friday, except for holidays, as set forth in this agreement.
2. The City Manager maintains the final authority to determine work schedules as required.

C. 5/8 and 4/10 Work Schedules and Work Week

5/8 and 4/10 work schedule shall consist of a 7-day work week of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

D. 9/80 Work Schedule

9/80 work schedule shall consist of a 7-day work period of 40 hours as follows:

Employees working a 9/80 work schedule will have a regular day off every other week. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

E. 7-Day Work Week— Fixed and Regularly Recurring

The work weeks shall be fixed and regularly recurring 7-day work weeks as set forth in the aforementioned.

III. TIME WORKED

Maximum Time Worked — 7-Day Work Period

The maximum time worked per each 7-day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

III. CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be approved by management.

IV. BREAKS — REST PERIODS

A. Two 15-Minute Breaks — Rest Periods

1. Number of Breaks

Unit employees may receive two break-rest periods for each scheduled workday actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked as approved by management.

2. Non-accumulative

Rest periods are not accumulative and shall not be added to any meal times, vacation, or any form of authorized absence from work, unless authorized by management.

3. Not Used at Beginning and End of Work Shift

These breaks may not be used at the beginning or the end of work shift unless authorized by management.

B. Rest Period Procedure

1. Scheduled Not to Impair Service

Rest periods are scheduled or rescheduled by management as job requirements dictate.

2. Length of Rest Period

The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

C. Overtime - Eligible Confidential Unit Employees

1. Overtime Policy

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary for

employees who are non-exempt (see Appendix A) and eligible for overtime and not administrative leave as approved by management, payment will be paid at time and one-half for all hours worked in excess of the normal daily work shift. Jury duty shall be considered hours worked.

2. Overtime Authorization

- a. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.
- b. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.
- c. An emergency shall be construed as an unforeseen combination of circumstances that calls for immediate action, as determined by management.

D. Time Work Increments — Eligible Confidential Unit Employees

1. Increments — Less Than One Hour

- a. All authorized time worked which is beyond the unit employee's work shift schedule, which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0 - 10 minutes	0
11 - 20 minutes	¼ hour
21 - 30 minutes	½ hour
31- 50 minutes	¾ hour
51 - 60 minutes	1 hour

- b. Incidental Overtime — Not Compensable

Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.

2. Increments Over One Hour

Any time work increments which are over one hour shall be compensated in the same procedure as mentioned herein.

3. Emergency Overtime Requirement

The City reserves the right to require Confidential Unit employees to work overtime in an emergency as determined by management.

4. Definitions — Call Back, Stand-By, On-Call, and Court Stand-By "On-

Call”

a. Call-Back

- i. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.
- ii. Unit employees must physically return to the worksite in order to receive call-back pay.

b. Stand-By

- i. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.
- ii. Unit employees on a stand-by assignment shall be required to return to work immediately as directed by management.

c. Stand-By Pay

- i. Employees required to serve on stand-by for a period of one week (7 calendar days) will be compensated with ten (10) hours of paid time.
- ii. Employees required to serve on stand-by for less than seven (7) calendar days will be compensated on a prorated basis at the rate of 1.43 hours per day served.

d. Court Standby “On-Call”

Court stand-by “on-call” is when a unit employee is subpoenaed and placed on stand-by “on-call” time on job-related matters during their assigned off duty non-work time.

e. Call-Back Compensation

- i. If a Confidential Unit employee is required to return to work at the request of his/her department head while on regularly scheduled time off, the employee shall receive a minimum of two (2) hours pay at the rate of time-and-one-half.
- ii. Such employee shall be compensated at the applicable rate for all time worked in excess of two (2) hours, which includes necessary travel time from the employee’s home to the job site and return.
- iii. The minimum provided for herein shall not be paid more than twice during any one calendar day.

f. Court Time Pay - Eligible Confidential Unit Employees

Eligible Confidential Unit employees who spend time in court as required beyond the regularly scheduled shift will be paid at a time-and-one-half rate with a two (2) hour minimum guarantee.

ARTICLE FOUR FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.
2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Associations prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

II. CAFETERIA PLAN

City contributions for Medical, Dental, and Vision Insurance will be provided as set forth below for all Unit members.

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for medical insurance. In addition, the City will contribute an additional amount for current Unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

A. Health Insurance

1. Any West Covina employee, hired before June 30, 2012, who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars (\$600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.
2. All employees hired on or after July 1, 2012, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of three hundred dollars (\$300). This amount may be received as cash,

contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or \$600, whichever is greater.
4. An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser 2-party medical premium.
5. An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Family medical premium.
6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.
7. The City's contribution to medical premiums for all new unit employees hired on or after July 1, 2018 shall be capped in accordance with the following schedule:

Family	\$1,250/month
2-Party	\$950/month
Single	\$550/month

B. Dental Insurance

In addition to the above amount for medical insurance, the cafeteria amount shall also include up to sixty-two dollars and twenty-three cents (\$62.23) monthly for dental insurance for the member and eligible dependents. If the dental insurance plan selected by the member is less than sixty-two dollars and twenty-three cents (\$62.23), the amount shall be the cost of the dental insurance plan selected. If the dental insurance plan selected by the member is equal to or more than sixty-two dollars and twenty-three cents (\$62.23) per month, the amount shall be sixty-two dollars and twenty-three cents (\$62.23).

C. Vision Insurance

The City shall pay for a Vision Plan for employees only. Employees may enroll eligible dependents in the plan, at the employee's cost.

III. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

Provided that employees represented by the Associations have participated in the Public Employees' Medical and Hospital Care Act (PERS Health Plan) with the City, the City will contribute an amount equal to the PEMCHA statutory minimum towards the payment of premiums for retiree health insurance under the Program

B. If City No Longer in PERS Health Plan

Should the City withdraw from the PERS Health Plan during the term of this agreement, the City and Associations shall meet to determine what the monthly contributions toward the new medical health plan would be and when it would be effective.

IV. RETIREE DENTAL INSURANCE BENEFIT

Employees that retire directly from City employment shall be able to participate in a City Retiree Dental Insurance Plan based on retiree rates. This Plan shall include coverage for the retiree and eligible family members. The City shall not contribute to the monthly premium.

VI. EMPLOYEE HEALTH BENEFITS COMMITTEE

Should a new health benefit plan be selected by the City (medical and/or dental) the City agrees to meet and confer over how the City's current medical and dental insurance monthly premium contribution shall be applied to any new health benefit plan.

VII. RETIREE HEALTH SAVINGS PLAN

**** The RHS Plan is subject to regulatory and provider regulations ****

- A. Employee Contribution \$25 per month minimum
- B. Employer Contribution \$100 per month
- C. Employer Lump Sum RHS Contribution
 - 1. Employee must be a full-time West Covina City employee as of July 1, 2006, to qualify for this benefit.
 - 2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.
 - 3. A lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan).
 - 4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62nd birthday, whichever comes first. Unit employees who are age 62 within

the first six months of the program shall have six months beyond their 62nd birthday to retire before losing any lump sum entitlement.

5. Employees working beyond the sunset provisions under D above will have their lump sum amount reduced by \$900 each year after the 10 year/age 62 provision until they retire.

6. AMOUNT OF BENEFIT

<u>*Employee's Years of Service as of 7/1/07</u>	<u>Amount of Lump Sum Payment</u>
5 - 9 years	\$200 per year
More than 9 years - 14 years	\$400 per year
More than 14 years - 19 years	\$600 per year
More than 19 years	\$800 per year

(maximum benefit \$25,000)

*Break In Service cannot exceed one year to qualify for continuous service credit.

(Part-time hours do not count toward service credit)

7. Effective July 1, 2013, the PARS EPMC Supplemental Retirement Plan will be eliminated for all unit employees.
8. Effective July 1, 2013, employees that participated in the PARS EPMC Supplemental Retirement Plan will be eligible to receive lump sum contributions to their RHS account as follows:
 - a. The City will contribute into the employee's RHS account a lump sum of three hundred dollars (\$300) annually each July for a period of six (6) years.
 - b. An employee must be an active employee of the City as of July 1st of each year to receive that year's lump sum contribution.
 - c. The maximum amount contributed under this provision shall be one thousand eight hundred dollars (\$1,800).
 - d. Should an employee leave the City prior to completion of the six (6) years, the employee will only receive this benefit for the years he/she was an employee of the City.

VIII. SECTION 125 PLAN

- A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, vision, and dependent care expenses.

- B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs for those who participate in the Plan.

IX. STATE DISABILITY INSURANCE — CONFIDENTIAL UNIT EMPLOYEES

- A. The City agrees to make available to Confidential Unit employees, at the employee's expense, SDI as provided through the State of California.

X. LIFE INSURANCE

A. Term Policy - Confidential Unit Employees

Within 30 days of approval of this agreement, the City will provide group term life insurance in an amount equal to the employee's annual salary or \$50,000, whichever is greater.

B. Retired Employee Life Insurance

The City shall provide all City employees who retire from the City after the date of adoption of this Agreement a term life insurance policy in the amount of five hundred dollars (\$500).

XI. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long-term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum benefit of five thousand dollars (\$5,000) per month. Coverage becomes effective on the later of: 1) one hundred eighty (180) days from date of injury; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after ninety (90) days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Human Resources Department.

XII. UNIFORM REQUIREMENTS

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XIII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement — Confidential Employees

Confidential unit employees' maximum tuition reimbursement (including books) shall be one thousand one hundred and thirty dollars (\$1,130.00) per fiscal year.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program are set forth in Administrative Policy approved on August 13, 1992, and as amended thereafter.

XIV. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be the rate set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and as amended thereafter.

XV. MISUSE OF BENEFITS

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit to which they would not otherwise be entitled shall be subject to: a) denial of requested benefits; and/or b) disciplinary action up to and including termination.

ARTICLE FIVE LEAVE POLICIES

I. _____ HOLIDAYS

A. Official Fixed Holidays

1. The City shall recognize the following days as official City fixed holidays.

President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day

2. Fixed Holidays — Full Shift Leave With Pay

Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation or floating holiday leave.

3. City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. The Christmas Day and New Year's Day holidays will be part of this closure and thus have been removed from the list of fixed holidays, with the exception of New Year's Day when it falls on a Sunday. In this case New Year's Day will be observed on the following Monday. Christmas Eve will only be recognized as a Holiday when it falls on a Monday through Thursday in any given year.
4. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 25th through January 1st. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.
5. Any employee required to work between December 25th and January 1st on their normal work day(s) will receive holiday pay based on actual hours worked up to a maximum of forty (40) hours.
6. Holiday in-lieu pay shall be limited to a maximum of twenty (20) hours per fiscal year.
7. Should the City eliminate the above compensated holiday closure from December 25th through January 1st, the following fixed holidays shall be recognized.

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (unless Christmas falls on a Saturday,
Sunday, or Monday)
Christmas Day

B. Floating Holiday Leave

1. In addition to the City's fixed holidays, Confidential Unit employees shall be eligible to use up to forty(40) hours of Floating Holiday leave per each calendar year as approved by management.
2. Floating Holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.
3. Floating Holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.
4. If an employee is unable to use Floating Holiday leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the City Manager can authorize to carry over unused holiday leave balance for a period not to exceed six (6) months per fiscal year.
5. New employees are not eligible to receive and use floating holiday leave until they have been continuously employed with the City for a period of one (1) month.
6. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.385 hours per pay period of full-time employment.

C. Floating Holiday Leave — Reinstated Employees

Reinstated employees shall receive floating holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

D. Floating Holiday Leave — Terminating Employees

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 1.385 hours per pay period of full-time employment in the current calendar year.
2. If the terminating employee has taken more floating holiday leave time than he/she is entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

E. Limitations on Holiday Leave

1. The holiday cash out option shall be limited to a maximum of two (2) days per fiscal year.
2. Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis.
3. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

F. Paid Status Eligibility

Employees are eligible to receive holiday leave with pay only if they are in a “paid status” on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday. “Paid status” includes vacation, sick leave, compensatory time, bereavement leave, jury duty, and injured on duty.

G. Observation of Friday and Sunday Holidays

1. For those employees whose normal workweek is Monday through Thursday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
2. When a holiday falls on a Friday, the preceding Thursday shall be deemed to be the holiday in lieu of the day observed.

H. Holidays Occurring on Regular Scheduled Day Off

For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to up to ten (10) hours leave time for the holiday based on the employee’s regular work schedule. This time can be taken as up to ten (10) hours “holiday in lieu” leave time or pay at straight time at the employee’s hourly rate of pay, at the discretion of the employee.

I. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

It is the policy of the City that where possible employee vacations be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by management, with due regard for the wishes of the employee and particular regard for the service needs of the City.

B. Vacation Leave Earned and Accumulated

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 - 60*	3.08	6.67	240
61 - 108	4.62	10.00	280
109 - 120	4.92	10.67	288
121 - 132	5.23	11.33	296
133 - 144	5.54	12.00	304
145 - 156	5.85	12.67	312
157 +	6.15	13.33	320

* At completion of 60 months add 40 hours

C. Limitation — Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.
2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.
3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee who is terminating his/her employment, shall be paid for accrued vacation leave time as of the effective date of termination.

F. Payment for Unused Vacation

1. Eligibility

Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year, except as otherwise provided herein.

2. Confidential Unit Employees

- a. Confidential Unit employees with less than five (5) years City service, exempt or non-exempt, may receive payment in lieu of up to forty (40) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) days prior to requested date of issuance of the check, upon approval of their department head.
- b. Confidential Unit employees with five (5) or more years of City service, exempt or non-exempt, may receive payment in lieu of up to eighty (80) hours accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) days prior to requested date of issuance of the check, upon approval of their department head.
- c. Employees must have a minimum of one hundred sixty (160) hours of accumulated vacation hours to buy back vacation leave.
- d. Vacation buy back may only occur twice during any fiscal year.

G. Vacation Leave — Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

H. Vacation Leave — New Employees

New employees — Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

III. ADMINISTRATIVE LEAVE — ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

A. Amount of Administrative Leave

Exempt Confidential Unit employees as defined in Appendix A are eligible for up to sixty (60) hours per year of Administrative Leave, pro-rata, based upon date-of-hire or entrance into a Confidential position, effective January 1 of each year. Unit employees eligible for Administrative Leave are not eligible for overtime.

B. Administrative Leave Policy

The specific details of the Administrative Leave Policy is set forth in Administrative Policy approved October 1, 1996, and as amended thereafter by the City Manager.

IV. SICK LEAVE

A. Sick Leave Benefit

Sick leave is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.
2. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall accrue 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working hours of a pay period, he/she shall continue to accrue 3.69 hours of sick leave per pay period.
3. Sick leave may be used by new employees following thirty (30) calendar days of employment.
4. Unused sick leave may be accumulated without limit.

C. Reinstatement of Sick Leave

1. Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.
2. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with

the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

The employee Sick Leave Annual Payoff Program shall only be made available to unit employees hired before July 1, 2025 and is administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.
2. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.
3. The maximum amount of sick leave hours cashed out each calendar year at the employee's hourly rate is sixty (60) hours.
4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December.
5. Employees who have a minimum of seventy-six (76) hours of unused current year sick leave accrual, will automatically have all hours above seventy-six (76) hours to a maximum of ninety-six (96) hours of the current year's unused sick leave transferred to the employee's RHS account.
6. Employees may opt to receive cash payment for any hours of unused current year sick leave accrual between thirty-six (36) and seventy-six (76) hours or leave these hours in their sick leave bank.
7. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over in the sick leave bank.
8. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

E. Sick Leave Payoff Upon Retirement

Sick leave is only paid upon retirement to those Confidential unit employees who were hired before July 1, 2018. This supersedes Section 10.5.E in the Personnel Rules or its equivalent/successor language. Such payment will be for one-half (1/2) of all sick leave accrued to the time of such retirement at current compensation to a maximum of 440 hours. However, fifty percent (50%) of the hours eligible for cash out (maximum 220 hours) must be contributed to the employee's RHS Account and the remaining sick leave hours may be converted to CalPERS service credit as pursuant to CalPERS regulations. For those employees hired on or after July 1, 2018, such employees may convert unused sick leave hours upon retirement to CalPERS service credit as pursuant to CalPERS regulations.

F. Use of Sick Leave

1. Approval

- a. Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.
- b. Employee's may use sick leave for medical, dental, and vision care appointments but are encouraged to schedule such appointments that are non-emergency or routine on regular days off when possible. When using sick leave for non-emergency medical, dental, and vision care appointments employees will provide as much advanced notice as possible to the supervisor and attempt to schedule the appointments at a time so as to be the least disruptive to the work operations i.e. at the beginning or end of the shift.

2. Physician's Certificate on Use of Sick Leave

Management may require evidence in the form of a physician's certificate, or written statement, as to reason for any employee's absence of two (2) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

G. Use of Sick Leave — Care of Immediate Family

1. No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.
2. The phrase "immediate family," for the use of sick leave, is defined spouse, domestic partner, parent, grandparent, brother, sister, child, stepchild, grandchild, and in-laws.

H. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Division 4, Part 2, Ch 2 of the California Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or

his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.

2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

I. Sick Leave Limitations

No employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.
2. Disability or illness arising from compensated employment other than with the City of West Covina.

J. Sick Leave During Vacation

Sick leave shall not be used in lieu of or to extend vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

K. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

L. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

V. WORK RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary as provided below.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined

to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided here.
3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Workers' Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

C. Salary Step Increases During Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

VI. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence of proof may be requested.

VII. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.
2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service. All service of said public employee in the recognized military service shall be counted as City service.
3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.
2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the United States for such service and the gross wages that said employee would have received from the City of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.
3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.
4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VIII. JURY DUTY

A. Jury Duty Policy

No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury

fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify management in writing whether or not he/she waives or remits his/her jury fee to the City.

B. Jury Fees Returned to the City

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, one (1) time for a maximum of one hundred sixty (160) hours, paid leave for such purposes during any three (3) consecutive years of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

IX. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed four months. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

B. Family Illness

Leaves due to serious health condition of a covered family member as defined under applicable California and federal law of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any twelve (12) month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

1. Paid benefit time such as vacation, personal leave days, and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee that is in conjunction with the birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rules. All employees on family care leave are entitled to return to the same or comparable position.
2. More specific details on the Family Medical Leave Policy is set forth in the City's Administrative Policy on the subject (dated 1/3/94 & 4/6/94) and as amended thereafter and Personnel Rules.

X. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six (6) months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee's disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

XI. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence — Automatic Termination

Any employee absent from his/her job for more than two (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City, unless such leave is extended as approved by management for mitigating circumstances.

B. Unauthorized Absence — Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.
2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.
3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

D. Leave of Absence Without Pay - Duration

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.
2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.
4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.
5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.
6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. Leave of Absence — Employee Injured on Job

The City Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one-year of continuous service requirements.

F. Accrual of Benefits

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive leave days taken.

XII. FAILURE TO RETURN FROM LEAVE

1. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended as approved by management for mitigating circumstances.
2. The City reserves the right to revoke or cancel any authorized leave for reasons which the City finds to be sufficient.

**ARTICLE SIX
GENERAL PROVISIONS**

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding that restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Associations shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and/or any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

The Parties reached agreement on a consolidated MOU to include all mutually agreed side letters signed between 2016 and 2020 with the intention of maintaining the existing terms and conditions of employment contained in the July 1st 2014 to June 30, 2015 MOU except as modified by said side letters and this MOU. Unless the Parties agreed otherwise in this MOU, if the terms and conditions contained in the consolidated MOU differ from those established in one or more of the side letters or in the July 1, 2014 to June 30, 2015 MOU, the terms of the former will prevail and the Parties will meet to correct the issue in the consolidated MOU. This paragraph is intended only to cover the initial term of the consolidated MOU and will become ineffective on June 30, 2024.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exist within the City, in written form, Personnel and Departmental Rules.
2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereof, shall be in full force and effect.
3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes.
4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications requested by each Association set forth in this Agreement and adopted by Resolution by the City Council.

B. Mutual Recommendation

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by each Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Associations and entered into on May __, 2025.

D. Term of Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of four (4) years, commencing on July 1, 2024 and terminating June 30, 2028 at 11:59 p.m.

PARTIES TO THE AGREEMENT

Confidential Employees Association

City of West Covina

Deborah Johnston, President

Paulina Morales, City Manager

Patricia Mosino, Vice President

Maria-Luisa Olea, Acting Finance Director

APPENDIX “A”
CITY OF WEST COVINA CONFIDENTIAL EMPLOYEE UNIT

The following are those classifications, which have been recognized by the City to be assigned to the Confidential Employee Unit:

JOB TITLES/CLASSIFICATIONS (EXEMPT — Not Eligible for Overtime)

Accountant I, II
Criminal Justice Research Analyst I, II
Deputy City Clerk
Human Resources Analyst
Information Technology Analyst I, II
Senior Accountant
User Support Specialist

JOB TITLES/CLASSIFICATIONS (NON-EXEMPT — Eligible for Overtime)

Accounting Technician I, II
Administrative Aide
Administrative Assistant II
Computer Services Technician
Departmental Aide
Executive Assistant to City Manager
Geographic Information Systems (GIS) Analyst
Human Resources Technician Payroll
Specialist
Senior Administrative Assistant
Senior Human Resources Technician

NOTE: Exempt status will be determined according to FLSA if new positions are added to the Unit during the term of this contract.

Revised 04/2025

APPENDIX "B"
CONFIDENTIAL SALARY SCHEDULE

Effective July 5, 2025 - 2% COLA, 3% Step 6*

Position Title	Grade						
	Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ACCOUNTANT I	CE10	\$5,054				\$6,823	\$7,028
ACCOUNTANT II	CE19	\$5,458				\$7,368	\$7,589
ACCOUNTING TECHNICIAN I	CE02	\$3,831				\$5,170	\$5,325
ACCOUNTING TECHNICIAN II	CE18	\$4,137				\$5,585	\$5,753
ADMINISTRATIVE AIDE	CE03	\$3,995				\$5,394	\$5,556
ADMINISTRATIVE ASSISTANT II	CE01	\$3,759				\$5,069	\$5,221
COMPUTER SERVICES TECHNICIAN	CE17	\$4,774	\$5,012	\$5,262	\$5,525	\$5,803	\$5,977
CRIMINAL JUSTICE RES ANALYST I	CE09	\$4,956				\$6,691	\$6,892
CRIMINAL JUSTICE RES ANALYST II	CE14	\$6,023				\$7,529	\$7,755
DEPARTMENTAL AIDE	CE05	\$4,345				\$6,222	\$6,409
DEPUTY CITY CLERK	CE07	\$4,808				\$6,491	\$6,686
EXEC ASSISTANT TO CITY MANAGER	CE06	\$4,623				\$6,237	\$6,424
GIS ANALYST	CE13	\$5,862	\$6,156	\$6,464	\$6,787	\$7,126	\$7,340
HUMAN RESOURCES ANALYST	CE15	\$6,282	\$6,612	\$6,959	\$7,325	\$7,710	\$7,941
HUMAN RESOURCES TECHNICIAN	CE04	\$4,060				\$5,478	\$5,642
INFORMATION TECH ANALYST I	CE20	\$6,128				\$8,208	\$8,454
INFORMATION TECH ANALYST II	CE21	\$8,208				\$9,027	\$9,298
PAYROLL SPECIALIST	CE08	\$4,906	\$5,165	\$5,437	\$5,722	\$6,024	\$6,205
SENIOR ACCOUNTANT	CE16	\$6,318				\$8,529	\$8,785
SENIOR ADMINISTRATIVE ASSISTANT	CE04	\$4,060				\$5,478	\$5,642
SENIOR HUMAN RESOURCES TECHNICIAN	CE11	\$5,141	\$5,398	\$5,667	\$5,951	\$6,249	\$6,436
USER SUPPORT SPECIALIST	CE12	\$5,299				\$7,153	\$7,368

*Eligible for Step 6 based on employee's hire date/next evaluation date for Fiscal Year 2025-26.

APPENDIX “B”

Effective July 4, 2026 - 2% COLA, 3% Step 7

Position Title	Grade							
	Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
ACCOUNTANT I	CE10	\$5,155				\$6,959	\$7,168	\$7,383
ACCOUNTANT II	CE19	\$5,567				\$7,515	\$7,740	\$7,972
ACCOUNTING TECHNICIAN I	CE02	\$3,908				\$5,273	\$5,431	\$5,594
ACCOUNTING TECHNICIAN II	CE18	\$4,220				\$5,697	\$5,868	\$6,044
ADMINISTRATIVE AIDE	CE03	\$4,075				\$5,502	\$5,667	\$5,837
ADMINISTRATIVE ASSISTANT II	CE01	\$3,834				\$5,170	\$5,325	\$5,485
COMPUTER SERVICES TECHNICIAN	CE17	\$4,869	\$5,112	\$5,367	\$5,636	\$5,919	\$6,097	\$6,280
CRIMINAL JUSTICE RES ANALYST I	CE09	\$5,055				\$6,825	\$7,030	\$7,241
CRIMINAL JUSTICE RES ANALYST II	CE14	\$6,143				\$7,680	\$7,910	\$8,147
DEPARTMENTAL AIDE	CE05	\$4,432				\$6,346	\$6,536	\$6,732
DEPUTY CITY CLERK	CE07	\$4,904				\$6,621	\$6,820	\$7,025
EXEC ASSISTANT TO CITY MANAGER	CE06	\$4,715				\$6,362	\$6,553	\$6,750
GIS ANALYST	CE13	\$5,979	\$6,279	\$6,593	\$6,923	\$7,269	\$7,487	\$7,712
HUMAN RESOURCES ANALYST	CE15	\$6,408	\$6,744	\$7,098	\$7,472	\$7,864	\$8,100	\$8,343
HUMAN RESOURCES TECHNICIAN	CE04	\$4,141				\$5,588	\$5,756	\$5,929
INFORMATION TECH ANALYST I	CE20	\$6,251				\$8,372	\$8,623	\$8,882
INFORMATION TECH ANALYST II	CE21	\$8,372				\$9,208	\$9,484	\$9,769
PAYROLL SPECIALIST	CE08	\$5,004	\$5,268	\$5,546	\$5,836	\$6,144	\$6,328	\$6,518
SENIOR ACCOUNTANT	CE16	\$6,444				\$8,700	\$8,961	\$9,230
SENIOR ADMINISTRATIVE ASSISTANT	CE04	\$4,141				\$5,588	\$5,756	\$5,929
SENIOR HUMAN RESOURCES TECHNICIAN	CE11	\$5,244	\$5,506	\$5,780	\$6,070	\$6,374	\$6,565	\$6,762
USER SUPPORT SPECIALIST	CE12	\$5,405				\$7,296	\$7,515	\$7,740

Effective July 3, 2027 - 2% COLA, 3% Step 8

Position Title	Grade								
	Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ACCOUNTANT I	CE10	\$5,258				\$7,098	\$7,311	\$7,530	\$7,756
ACCOUNTANT II	CE19	\$5,678				\$7,665	\$7,895	\$8,132	\$8,376
ACCOUNTING TECHNICIAN I	CE02	\$3,986				\$5,378	\$5,539	\$5,705	\$5,876
ACCOUNTING TECHNICIAN II	CE18	\$4,304				\$5,811	\$5,985	\$6,165	\$6,350
ADMINISTRATIVE AIDE	CE03	\$4,157				\$5,612	\$5,780	\$5,953	\$6,132
ADMINISTRATIVE ASSISTANT II	CE01	\$3,911				\$5,273	\$5,431	\$5,594	\$5,762
COMPUTER SERVICES TECHNICIAN	CE17	\$4,966	\$5,214	\$5,474	\$5,749	\$6,037	\$6,218	\$6,405	\$6,597
CRIMINAL JUSTICE RES ANALYST I	CE09	\$5,156				\$6,962	\$7,171	\$7,386	\$7,608
CRIMINAL JUSTICE RES ANALYST II	CE14	\$6,266				\$7,834	\$8,069	\$8,311	\$8,560
DEPARTMENTAL AIDE	CE05	\$4,521				\$6,473	\$6,667	\$6,867	\$7,073
DEPUTY CITY CLERK	CE07	\$5,002				\$6,753	\$6,956	\$7,165	\$7,380
EXEC ASSISTANT TO CITY MANAGER	CE06	\$4,809				\$6,489	\$6,684	\$6,885	\$7,092
GIS ANALYST	CE13	\$6,099	\$6,405	\$6,725	\$7,061	\$7,414	\$7,636	\$7,865	\$8,101
HUMAN RESOURCES ANALYST	CE15	\$6,536	\$6,879	\$7,240	\$7,621	\$8,021	\$8,262	\$8,510	\$8,765
HUMAN RESOURCES TECHNICIAN	CE04	\$4,224				\$5,700	\$5,871	\$6,047	\$6,228
INFORMATION TECH ANALYST I	CE20	\$6,376				\$8,539	\$8,795	\$9,059	\$9,331
INFORMATION TECH ANALYST II	CE21	\$8,539				\$9,392	\$9,674	\$9,964	\$10,263
PAYROLL SPECIALIST	CE08	\$5,104	\$5,373	\$5,657	\$5,953	\$6,267	\$6,455	\$6,649	\$6,848
SENIOR ACCOUNTANT	CE16	\$6,573				\$8,874	\$9,140	\$9,414	\$9,696
SENIOR ADMINISTRATIVE ASSISTANT	CE04	\$4,224				\$5,700	\$5,871	\$6,047	\$6,228
SENIOR HUMAN RESOURCES TECHNICIAN	CE11	\$5,349	\$5,616	\$5,896	\$6,191	\$6,501	\$6,696	\$6,897	\$7,104
USER SUPPORT SPECIALIST	CE12	\$5,513				\$7,442	\$7,665	\$7,895	\$8,132



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF PROPOSITION A EXCHANGE WITH FOOTHILL TRANSIT

RECOMMENDATION:

It is recommended that the City Council approve the following:

1. Exchange of \$2,000,000 in Proposition A Local Return funds for \$1,500,000 in general funds with Foothill Transit; and
2. Authorize the City Manager to execute the Assignment Agreement with Foothill Transit, in such final form as approved by the City Attorney.

BACKGROUND:

Approved by voters in November 1980, Proposition (Prop) A is a half-cent sales tax dedicated to transportation funding. Under Prop A, the City receives a portion of the ½ cent sales tax levied in Los Angeles County to develop and improve local public transit, paratransit and related transportation infrastructure. At this time, the City does not have any projects to utilize these funds. The City is in the practice of selling these restricted transportation Prop A dollars to other cities or special districts in exchange for non-restricted General Fund dollars to assist with balancing the budget.

These exchanges are allowed under the guidelines for this revenue source and provide benefits for both parties. The buyer gets discounted transportation dollars and West Covina receives additional General Fund dollars. The exchange rate is a matter of supply and demand. According to the Los Angeles County Metropolitan Transportation Authority, the exchange rate has been at 70 to 75 cents on the dollar for the last 20 years. The City has exchanged its Prop A funds with Foothill Transit the past few years at an exchange rate of 75 cents on the dollar.

The City utilizes the funding exchanged to offset general fund expenditures. Proposition A Local Return Funds are just one of the five Metro revenue sources available for transportation projects. In fiscal year 2023-24, the other four funds (Proposition C, Measure R, Measure M, and Transportation Development Act) had a combined revenue of over \$6.5 million.

DISCUSSION:

The City has \$2 million in Prop A funds available to sell. Foothill Transit has agreed to purchase the \$2 million at 75 cents on the dollar, or \$1,500,000 in general funds. Staff recommends City Council authorize the exchange with Foothill Transit at 75 cents on the dollar and authorize the City Manager to execute the Assignment Agreement with Foothill Transit, in such final form as approved by the City Attorney. Over the past five years, the exchange rate has consistently held at 75 cents on the dollar. The City has been able to generate a consistent revenue stream for the General Fund based on the revenue received for Proposition A. Below are the last five years' Prop A exchange revenue realized in the General Fund.

	2019-20	2020-21	2021-22	2022-23	2023-24
General Fund Revenue Exchange	\$1,650,000	\$1,800,000	\$2,800,000	\$2,500,000	\$3,000,000

There is fluctuation in exchange depending on when the Proposition A funds are received and then in turn, agreed to be exchanged with Foothill Transit. In Fiscal Year 2025-26, the City will expect more funds to exchange; with a proposed budget of \$3.5M Prop A funds in exchange for \$2.625 million in General Fund monies.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved the agreement as to form and will approve the final form of the agreement prior to execution.

Prepared by: Maria-Luisa Olea, Assistant Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact**FISCAL IMPACT:**

The Assignment Agreement for the Prop A exchange with Foothill Transit will generate \$1,500,000 in General Fund revenue which is under the FY2024-25 Budget of \$2,275,000.

Table 1. Revenue and Expenditure Summary

Account No.	Account Name	FY2024-25 Budget	Amount Requested	Under/ -Over Budget
Revenue				
110.409.00.00.00.00.45.45800.	PROP A EXCHANGE	2,275,000	1,500,000	775,000
Expenditures				
121.504.61.10.00.00.65.65200.	PROP A EXCHANGE	2,275,000	2,000,000	-275,000

Attachments

Attachment No. 1 - Prop A Agreement

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

**ASSIGNMENT AGREEMENT
BETWEEN THE CITY OF WEST COVINA, CALIFORNIA
AND FOOTHILL TRANSIT
PROPOSITION A LOCAL RETURN FUND EXCHANGE**

THIS ASSIGNMENT AGREEMENT (“Agreement”) is entered into by and between the City of West Covina, California and Foothill Transit. The effective date (“Effective Date”) of this Agreement shall be the last date that this Agreement is authorized either by City of West Covina or by Foothill Transit. This Agreement is entered into with respect to the following facts:

RECITALS

A. Foothill Transit provides community-oriented, environmentally friendly bus service throughout Southern California’s San Gabriel and Pomona Valleys, including express bus routes to Pasadena and Downtown Los Angeles.

B. The City of West Covina has uncommitted Proposition A Local Return funds which could be made available to Foothill Transit to assist in providing the services discussed in Recital A of this Agreement. In exchange for the assignment by Foothill Transit of the amount for its general use funds (non-formula allocation funds) indicated in Section 1 below, the City of West Covina is willing to assign uncommitted Proposition A Local Return funds to Foothill Transit for the purpose identified in Recital A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is mutually agreed as follows:

1. Exchange. The City of West Covina agrees to assign a total of \$2,000,000 of its Proposition A Local Return funding authority to Foothill Transit from the Fiscal Year 2024-2025 allocation. In return, Foothill Transit agrees to assign \$1,500,000 of its general use funds (non-formula allocation funds) to the City of West Covina.
2. Consideration. The City of West Covina shall assign the agreed upon Proposition A Local Return funds to Foothill Transit in one lump-sum payment. Foothill Transit shall assign the agreed upon general use funds to the City of West Covina in one lump-sum payment. Each payment shall be due within 30 days of the first date that both of the following have occurred: (a) execution of this Agreement, and (b) approval by Los Angeles County Metropolitan Transportation Authority (LACMTA) of the Foothill Transit’s project description.
3. Term. This Agreement is effective on the Effective Date and will continue for such time as is necessary for both parties to complete their mutual obligations under this Agreement.
4. Termination. Termination of this Agreement may be made by either party so long as both of the following are correct: (a) written notice of intent to terminate is given to the other party at least five (5) days prior to the termination and (b) the effective date of the termination is before the date LACMTA approves the Foothill Transit project description.

5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

- A. Paulina Morales
City Manager
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
- B. Doran J. Barnes
Chief Executive Officer
Foothill Transit Administrative Office
100 South Vincent Avenue, Suite 200
West Covina, CA 91790

If notice is provided via personal service, it is deemed “given” on the date of personal service. If notice is provided via U.S. mail, then the notice is deemed “given” two days after the notice is properly addressed and placed in the U.S. mail.

Either party may at any time, by notice to the other party in accordance with this Section, change the designation or address of the person specified to receive notice on its behalf.

6. Assurances

A. Foothill Transit shall use the assigned Proposition A Local Return funds only for the purpose of providing the services discussed in Recital A of this Agreement, and within the time limits specified in LACMTA’s Proposition A Local Return Program Guidelines.

B. Concurrently with the execution of this Agreement, Foothill Transit shall provide LACMTA with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return funds.

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

8. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to

challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the Foothill Transit Governing Board on May 31, 2025, and by the City of West Covina City Council on May 20, 2025.

CITY OF WEST COVINA

FOOTHILL TRANSIT

BY: _____
Paulina Morales, City Manager

BY: _____
Doran J. Barnes, Chief Executive Officer

BY: _____
Maria-Luisa Olea, Assistant Finance
Director

BY: _____
Joyce Rooney, Director of Finance

ATTEST:

ATTEST:

BY: _____
Lisa Sherrick, Assistant City Clerk

BY: _____
Christina Lopez, Board Secretary

APPROVED AS TO FORM:

BY: _____
Thomas P. Duarte, City Attorney



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2024

RECOMMENDATION:

It is recommended that City Council receive and file the Single Audit Report on Federal Award Programs for the year ended June 30, 2024.

BACKGROUND:

The City's Single Audit, previously known as the OMB Circular A-133 audit, is an organization-wide financial statement and federal awards' audit which is required when the City expends \$750,000 or more in federal funds in one year. It is intended to provide assurance to the Federal Government that the City has adequate internal controls in place, and is generally in compliance with program requirements.

The purpose of the report is solely to describe the scope of audit testing of internal control and compliance and the results of that testing. The report does not provide an auditor's opinion on the effectiveness of the City's internal control or on compliance. The report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. Accordingly, the report is not suitable for any other purpose.

DISCUSSION:

Single Audit Report on Federal Awards

As a recipient of Federal grant funds in excess of \$750,000, the City's Single Audit Report on Federal Awards is required to be submitted in compliance with the financial reporting requirement in accordance with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The Single Audit Report (Attachment No. 1) includes the following:

1. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards;
2. Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by Uniform Guidance;
3. Schedule of Expenditures of Federal Awards;
4. Notes to the Schedule of Expenditures of Federal Awards;
5. Schedule of Findings and Questioned Costs; and

6. Summary Schedule of Prior Audit Findings.

Internal Control Over Financial Reporting

As part of the Single Audit, the City's auditors considered the City's internal control over financial reporting to determine audit procedures that are appropriate in the circumstances for the purpose of expressing their opinions on the City's financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

There are no reported deficiencies in internal control over financial reporting that the auditors considered to be a material weakness nor significant deficiency for the year ended June 30, 2024. There were no auditor findings to be reported in accordance with Uniform Guidance.

The Single Audit Report was reviewed by the Audit Committee on April 30, 2025.

OPTIONS:

The City Council has the following options:

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

Prepared by: Maria-Luisa Olea, Assistant Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

This agenda item is to receive and file, therefore; there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - West Covina Final Single Audit Report FY 2024

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

CITY OF WEST COVINA

**Single Audit Report on
Federal Award Programs**

June 30, 2024

CITY OF WEST COVINA
SINGLE AUDIT REPORT ON FEDERAL AWARD PROGRAMS
Year Ended June 30, 2024

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**Independent Auditor's Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with Government Auditing Standards**

City Council
City of West Covina
West Covina, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of West Covina (City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 29, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did

not identify any deficiencies in internal control that we consider to be weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Van Lant & Fankhaenel, LLP

January 29, 2025

**Independent Auditor's Report on Compliance for Each Major Federal Program;
Report on Internal Control Over Compliance; and Report on the Schedule
of Expenditures of Federal Awards Required by Uniform Guidance**

City Council
City of West Covina
West Covina, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of West Covina's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of West Covina, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of West Covina and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a

deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, of the City of West Covina, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated January 29, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Van Lant & Fankhaenel, LLP

March 25, 2025

CITY OF WEST COVINA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal ALN Number	Program Identification Number	Program Expend- itures	Provided to Sub- Recipients
<u>U.S. Department of Housing and Urban Development</u>				
<i>Direct Assistance:</i>				
CDBG - Entitlement Grants Cluster				
Community Development Block Grant	14.218	B-20-MC-06-0532	\$ 3,390	\$ -
Community Development Block Grant	14.218	B-21-MC-06-0532	76,072	9,015
COVID-19 - Community Development Block Grant	14.218	B-20-MW-06-0532	17,792	-
Community Development Block Grant	14.218	B-22-MC-06-0532	82,754	25,018
Community Development Block Grant	14.218	B-23-MC-06-0532	76,749	4,594
Total - CDBG Entitlement Grants Cluster			256,757	38,627
Total Department of Housing and Urban Development			256,757	38,627
<u>U.S. Department of Justice</u>				
<i>Direct Assistance:</i>				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-23-GG-03125-JAGX	20,869	-
BJA Body-worn Camera Policy and Implementation Program	16.835	15PBJA-21-GG-04389-BWCX	100,000	-
Equitable Sharing Program	16.922	CA1975	1,325,931 *	-
Total Department of Justice			1,446,800	-
<u>U.S. Department of Transportation</u>				
<i>Passed through the California Department of Transportation</i>				
<i>Office of Traffic Safety:</i>				
<i>Highway Safety Cluster</i>				
State and Community Highway Safety	20.600	402PT-23 (PT23197)	3,019	-
State and Community Highway Safety	20.600	402PT-24 (PT24218)	20,472	-
<i>Passed through the California Department of Transportation</i>				
<i>Office of Traffic Safety:</i>				
Minimum Penalties for Repeat Offenders for Driving				
While Intoxicated	20.608	164AL-24 (PT24218)	20,518	-
Minimum Penalties for Repeat Offenders for Driving				
While Intoxicated	20.608	164AL-23 (PT23197)	11,465	-
Total Department of Transportation			55,474	-
<u>U.S. Department of Treasury</u>				
<i>Direct Assistance:</i>				
Equitable Sharing Program	21.016	CA1975	249,797	-
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	1505-0271	4,642,536 *	-
Total Department of Treasury			4,892,333	-
<u>U.S. Department of Health and Human Services</u>				
<i>Passed Through the County of Los Angeles:</i>				
<i>Aging Cluster</i>				
Special Programs for the Aging, Title III, Part C	93.045	ENP202111	148,455	-
Nutrition Services Incentives Program	93.053	ENP202111	19,416	-
Coronavirus Relief Fund	21.019	ENP202111	39,956	-
Total Aging Cluster			207,827	-
Total Department of Health and Human Services			207,827	-
<u>U.S. Department of Homeland Security</u>				
<i>Passed Through the California Office of Emergency Services:</i>				
Homeland Security Grant	97.067	2021-0081, 2022-0043	115,904	-
Total Department of Health and Human Services			115,904	-
Total Expenditures of Federal Awards			\$ 6,975,095	\$ 38,627

* = Major Program

CITY OF WEST COVINA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2024

1) Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of the City of West Covina (the City) under programs of the federal government as well as federal financial assistance passed through other government agencies for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial statements of the City. The City's reporting entity is defined in Note 1 of the notes to the City's financial statements.

2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported using the modified accrual basis of accounting for governmental funds and the accrual basis for proprietary funds, which is described in Note 1 of the notes to the City's financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass through entity identifying numbers are presented when available. The City has elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

3) Outstanding Loans

The City has made several housing rehabilitation loans to qualified applicants using Community Development Block Grants/Entitlement Grants (CFDA No. 14.218) funding. These loans bear interest up to 5% and are repaid when title to the property changes. The outstanding balance of these loans at June 30, 2024 is \$3,196,245.

4) Subrecipient Expenditures

During the fiscal year ended June 30, 2024, the City made payments to subrecipients which consisted of the following:

YWCA - Senior Citizen Assistance Program	\$	4,127
Action Food Pantry		5,000
Project 29:11		5,000
Housing Rights Center		10,000
Coalition for the Homeless		4,500
Assistance League of Covina Valley		5,000
Shepherd's Pantry		5,000
Total Subrecipients	\$	<u>38,627</u>

5) Major Programs

The City had two major programs for the year ended June 30, 2024, consisting of the Coronavirus State and Local Fiscal Recovery Funds and the Equitable Sharing program, which had total disbursements of \$4,642,536 and \$1,325,831, respectively. This amount calculates to 86% of the total disbursements from federal awards.

CITY OF WEST COVINA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2024

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of Auditor’s Report Issued:	Unmodified
Internal Control Over Financial Reporting:	
Material Weakness(es) Identified?	No
Significant Deficiencies Identified not Considered to be Material Weaknesses?	None reported
Noncompliance Material to Financial Statements Noted?	No

Federal Awards

Internal Control Over Major Programs:	
Material Weakness(es) Identified?	No
Significant Deficiencies Identified not Considered to be Material Weaknesses?	None reported
Type of Auditor’s Report Issued on Compliance for Major Programs:	Unmodified
Any Audit Findings Disclosed that are Required to be Reported in Accordance With Uniform Guidance?	No

Identification of Major Programs:

<u>ALN Numbers</u>	<u>Name of Federal Program or Cluster</u>
<u>21.027</u>	<u>Coronavirus State and Local Fiscal Recovery Funds</u>
<u>16.922</u>	<u>Equitable Sharing Program</u>

Dollar Threshold used to Distinguish Between Type A And Type B Programs:	<u>\$ 750,000</u>
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Auditee Qualified as Low-Risk Auditee?	Yes
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CITY OF WEST COVINA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

There were no auditor's findings to be reported in accordance with *Government Auditing Standards*.

CITY OF WEST COVINA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2024

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no auditor's findings to be reported in accordance with *Uniform Guidance*.

CITY OF WEST COVINA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended June 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

There were no auditor's findings to be reported in accordance with *Government Auditing Standards*.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no auditor's findings to be reported in accordance with the *Uniform Guidance*.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: CONSIDERATION OF PRIORITIES FOR THE DEVELOPMENT OF A DRAFT PROGRAM YEAR (PY) 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PLAN

RECOMMENDATION:

It is recommended that the City Council direct staff to develop a draft Program Year (PY) 2025-2029 Consolidated Plan based on the needs and priorities identified in Table 1 of this report.

BACKGROUND:

The Community Development Block Grant (CDBG) program is a flexible program of the U.S. Department of Housing and Urban Development (HUD) that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and States.

The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the Nation.

The annual CDBG appropriation is allocated between States and local jurisdictions called "non-entitlement" and "entitlement" communities respectively. Entitlement communities are comprised of central cities of Metropolitan Statistical Areas (MSAs); metropolitan cities with populations of at least 50,000; and qualified urban counties with a population of 200,000 or more (excluding the populations of entitlement cities). States distribute CDBG funds to non-entitlement localities not qualified as entitlement communities.

HUD determines the amount of the city's grant by using a formula that considers several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag compared to other metropolitan areas. West Covina is a direct entitlement community and uses these federal funds to create a transformative impact, and to improve the lives of residents, especially those with low- and moderate-income levels.

In recent years, the City of West Covina has utilized these funds for the Domestic Violence Victim

Advocate (Police Department), Senior Meals program, the Business Assistance Loan Program, the Housing Preservation Program, Public Infrastructure Projects, and to fund various public service providers (i.e., food banks, homeless advocates, meals on wheels, etc.).

As a recipient of CDBG funds, the City is required to develop and submit a Consolidated Plan as a condition of receiving the funds. The Consolidated Plan is intended to serve as a visioning and strategic planning document, which will guide the use of HUD funds over a five-year period. The Plan meets the application, planning, and submission requirements for CDBG, which is a federal program with an overall objective of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons.

In May 2000, the City Council adopted the City's first Consolidated Plan to guide the use of CDBG Funds. HUD requires that the Consolidated Plan be updated every five years. An approved update to cover the PY 2025-2029 is needed.

DISCUSSION:

The Consolidated Plan development process requires two public hearings. The first is referred to as the Pre-Development hearing and occurs prior to the publication of the draft Consolidated Plan. The purpose of this hearing is to get citizen input relative to the identification and prioritization of needs in the community to be addressed with CDBG funds over the next five-year cycle.

A section of the Consolidated Plan, referred to as the Strategic Plan, represents the course of action to be taken in order to respond to the needs in the community. HUD requires the City to make a relative prioritization regarding its planned use of CDBG funding into eight categories of need as a basis for the CDBG Consolidated Plan for the five-year period. The categories are: (1) Infrastructure Improvements, (2) Public Facilities, (3) Homelessness (4) Public Services, (5) Non-Homeless Special Needs (6) Economic Development, (7) Owner Occupied Housing, and (8) Rental Housing. Attachment No. 1 describes each category.

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

Table 1 shows the staff recommendation, which represents a continuance of the City's prioritization approved by the City Council on February 6, 2024, as part of the CDBG Action Plan development process. It is based on: past CDBG funding allocations, the assumption that City will continue to fund public services at the 15% cap, the public consultation process, and input from City Departments (Public Services, Police and Community Development). The recommendation is also informed by the decrease in available funding, which is detailed later in this report.

The categories shown as 'Medium' and 'Low' do not indicate that these are not priorities of the City of West Covina, but with limited CDBG funds, the City Council determined these as the priorities for CDBG funding.

Table 1
PY 2025-2029 Consolidated Plan Priorities

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

Attachment No. 2 includes City maps depicting CDBG-eligible Block Groups, Median Household Income, and Park Districts. Infrastructure and public facility improvements are typically qualified on an area-basis. That is, a service area is delineated and evaluated based on income data available through the Census. In the instance of parks, Park Districts have been the service areas. At present, Park Districts A and H, which include Del Norte and Friendship Parks, respectively, are CDBG-eligible.

The President signed a continuing resolution on March 15, 2025, funding the federal government through the end of the fiscal year. However, CDBG allocations for PY 2025 have yet to be announced. Relative to program funding, Table 2 shows the amount of CDBG grant funds received by the City in the current cycle.

Table 2
CDBG Grant Funds Received by City in Current Cycle
By Fiscal Year

Fiscal Year	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Grant Amount	\$805,301	\$827,867	\$788,055	\$799,182	\$807,958

Program income is another source of funding for eligible activities. In prior years, the City used CDBG funds to make loans to eligible applicants through the City's Housing Preservation Program. Repayments of the CDBG-funded home improvement loans are considered Program Income and impact the overall availability of CDBG resources, as the funds can be re-programmed for eligible activities. Table 3 shows the amount of Program Income received during the current cycle. The asterisked (*) FY 24-25 amount is through April 1, 2025.

Table 3
CDBG Program Income Received by City in Current Cycle
By Fiscal Year

Fiscal Year	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25*
Program Income	\$129,060	\$95,096	\$35,490	\$80,914	\$9,554

This public hearing is also the opportunity for the City Council to consider changing the prioritization of community needs for PY 2025-2029 Consolidated Plan. With resources anticipated to be flat, the staff recommendation essentially represents a continuance of the City's prioritization, which was approved by the City Council on February 6, 2024, as part of the PY 2024 CDBG Action Plan development process.

In an effort to encourage and broaden public participation, the City developed an online survey accessible through the home page of the City's website. As of the writing of this report, there have been 60 responses to the survey which has been open since December 2024. The results of the survey are included as Attachment No. 3. The responses generally support the assignment of priorities shown in Table 1. Survey responses indicated strong support for the following eligible activities: Streets and Road Improvements; Tree Planting; Bicycle and Walking Paths; Sidewalk Improvements; Owner-Occupied Housing Rehabilitation; ADA Improvements; Parks and Recreational Facilities; Community Centers; and Neighborhood Crime Prevention Programs. Results will be incorporated into the final draft.

Once priorities are approved, staff will develop a draft Consolidated Plan. The draft will be available for a 30-day public review. Then it will be presented to the City Council for consideration in a second public hearing.

The City Council still retains the ability to fund all priorities as part of the City's annual budget process. Moreover, the City Council has the ability to modify/change the priorities of the Categories of Need at this time or, with proper notice, at any point during the 5-year cycle.

LEGAL REVIEW:

The City Attorney's Office did not review this report.

OPTIONS:

The City Council has the following options:

1. Direct staff to develop a draft PY 2025-2029 CDBG Consolidated Plan, which incorporates the priorities detailed in Table 1 of this report.
2. Provide alternate direction.

Prepared by: Kelly McDonald, Assistant to the City Manager

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments

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

Attachment No. 2 - Maps

Attachment No. 3 - CDBG Survey Results

Attachment No. 4 - Slide Deck - PY 2025-29 CDBG Con Plan Pre-Dev - rot

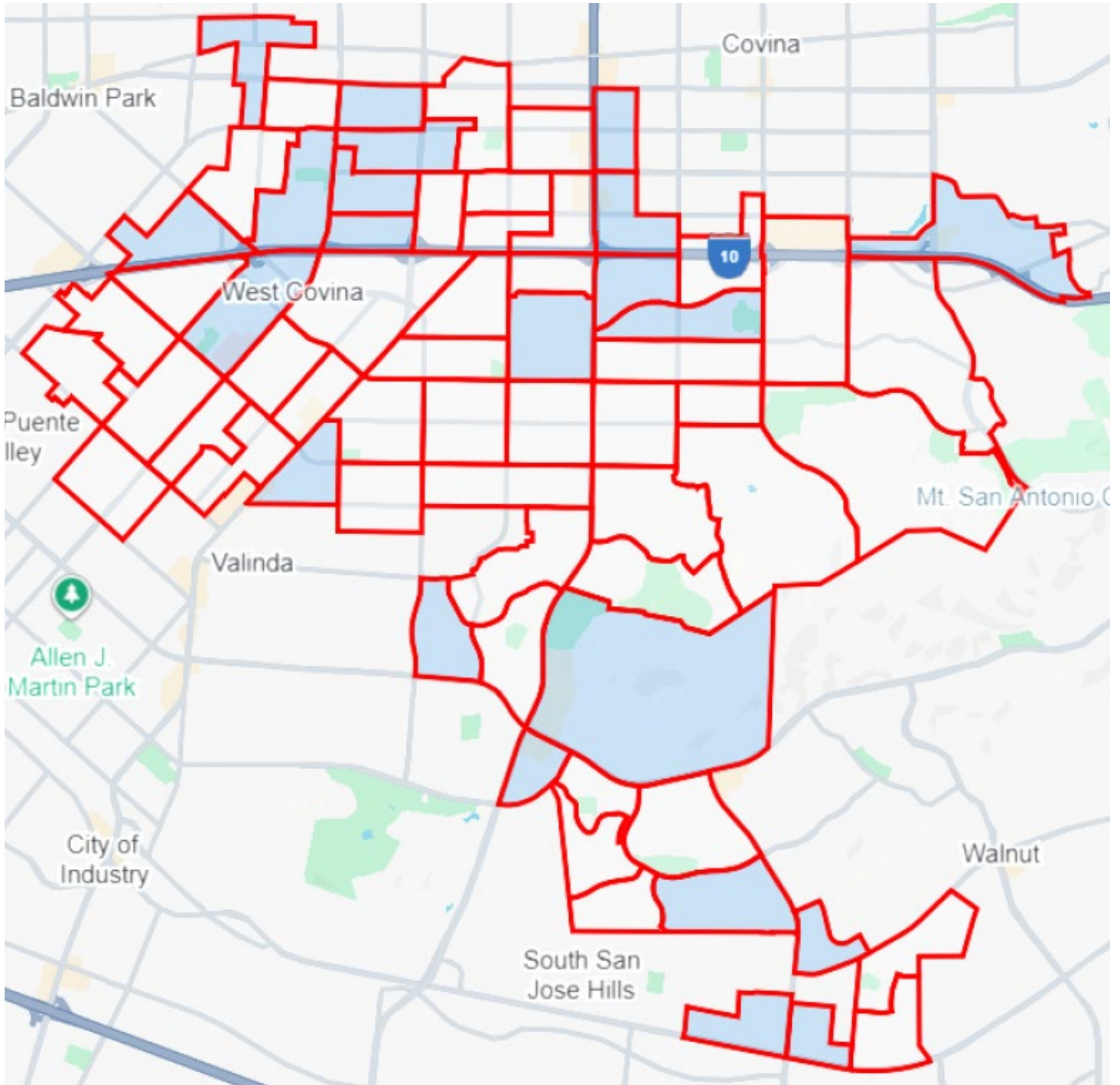
CITY COUNCIL GOALS & OBJECTIVES: Maintain and Enhance City Facilities and Infrastructure
Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Maintain Good Intergovernmental Relations
Expand Economic Development Opportunities

Descriptions of Categories of Need in Table 1, Consolidated Plan Priorities

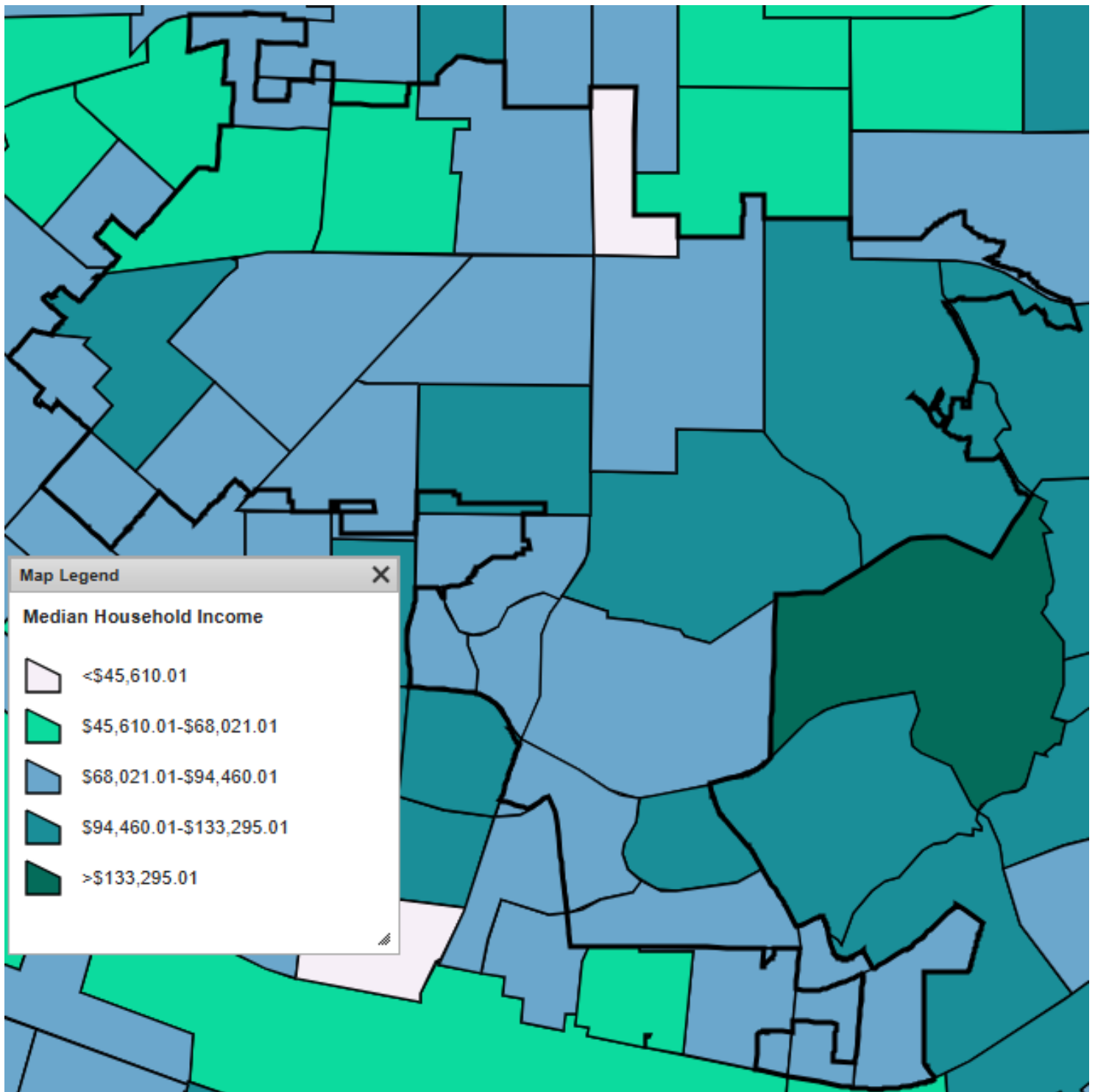
This attachment describes the Categories of Need shown in Table 1 of the staff report.

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

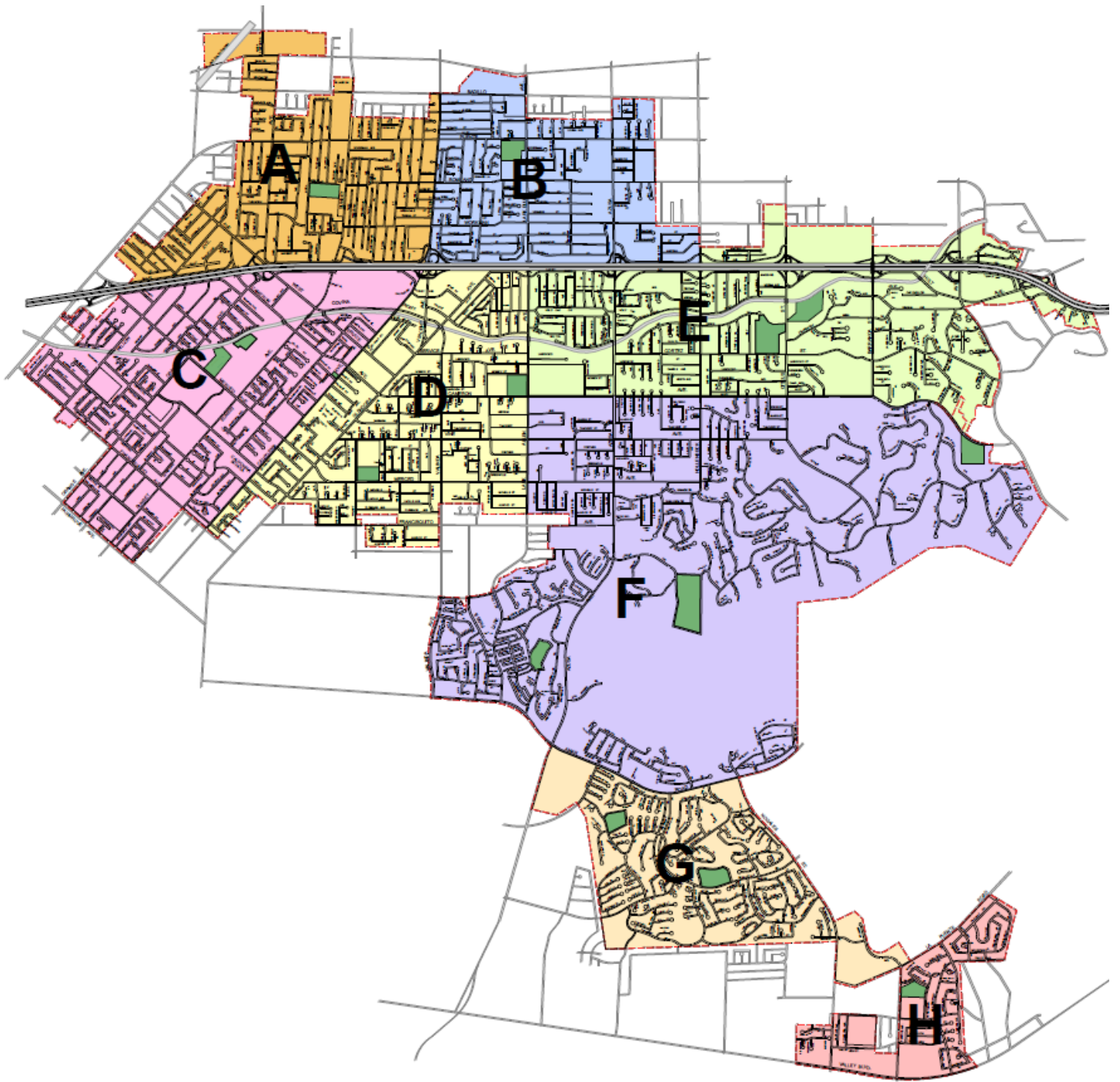
CDBG-Eligible Census Block Groups



Median Household Income by Census Tract



Park Districts



Q1 Please select the identity that describes you best:

Answered: 59 Skipped: 1

ANSWER CHOICES	RESPONSES	
West Covina resident	94.92%	56
West Covina business owner	5.08%	3
West Covina commercial property owner	0.00%	0
Work in West Covina	6.78%	4
Service agency with activities or clients within West Covina	3.39%	2
Religious institution within West Covina	0.00%	0
Other (please specify)	0.00%	0
Total Respondents: 59		

Q2 Please indicate if your are affiliated with any other the organization types listed below. If other, please specify.

Answered: 2 Skipped: 58

ANSWER CHOICES	RESPONSES	
Housing	0.00%	0
Foundation	0.00%	0
Public Housing Authority	0.00%	0
Services - Children	0.00%	0
Services - Elderly persons	0.00%	0
Services - Homeless	0.00%	0
Services - Persons with disabilities	0.00%	0
Services Persons with HIV/AIDS	0.00%	0
Services - Victims of domestic violence	50.00%	1
Services - Health	0.00%	0
Services - Education	0.00%	0
Services - Employment	50.00%	1
Services - Fair Housing	0.00%	0
Total Respondents: 2		

Q3 How long have you lived in West Covina?

Answered: 58 Skipped: 2

ANSWER CHOICES	RESPONSES	
Less than 1 year	0.00%	0
1-4 Years	3.45%	2
5-10 Years	12.07%	7
Over 10 years	84.48%	49
Total Respondents: 58		

Q4 Please rate the need for the following INFRASTRUCTURE activities in West Covina:

Answered: 54 Skipped: 6

	HIGH NEED	MEDIUM NEED	LOW NEED	NO NEED	DON'T KNOW	TOTAL
Street and road improvements	57.41% 31	24.07% 13	12.96% 7	5.56% 3	0.00% 0	54
Sidewalk improvements	37.04% 20	33.33% 18	25.93% 14	0.00% 0	3.70% 2	54
Water system capacity improvements	24.07% 13	29.63% 16	22.22% 12	5.56% 3	18.52% 10	54
Water quality improvements	22.22% 12	31.48% 17	16.67% 9	12.96% 7	16.67% 9	54
Sewer/storm drain improvements	16.67% 9	42.59% 23	22.22% 12	5.56% 3	12.96% 7	54
Flood drainage improvements	16.67% 9	35.19% 19	27.78% 15	9.26% 5	11.11% 6	54
Bridge improvements	11.11% 6	20.37% 11	27.78% 15	14.81% 8	25.93% 14	54
Bicycle and walking paths	39.62% 21	22.64% 12	18.87% 10	15.09% 8	3.77% 2	53
Tree Planting	41.51% 22	20.75% 11	30.19% 16	5.66% 3	1.89% 1	53

Q5 Please rate the need for the following HOUSING activities in West Covina:

Answered: 47 Skipped: 13

	HIGH NEED	MEDIUM NEED	LOW NEED	NO NEED	DON'T KNOW	TOTAL
Owner-occupied housing rehabilitation	41.67% 10	20.83% 5	20.83% 5	12.50% 3	4.17% 1	24
Rental-occupied housing rehabilitation	0.00% 0	37.50% 6	12.50% 2	31.25% 5	18.75% 3	16
Construction of new affordable for-sale housing	22.22% 4	33.33% 6	16.67% 3	27.78% 5	0.00% 0	18
Construction of new affordable rental housing	11.76% 2	17.65% 3	29.41% 5	29.41% 5	11.76% 2	17
First-time home-buyer assistance	35.00% 7	25.00% 5	20.00% 4	20.00% 4	0.00% 0	20
Rental assistance	20.00% 3	20.00% 3	13.33% 2	40.00% 6	6.67% 1	15
Energy efficient home improvements	18.18% 2	18.18% 2	36.36% 4	27.27% 3	0.00% 0	11
Heating/cooling HVAC replacement or repairs	20.00% 3	40.00% 6	20.00% 3	20.00% 3	0.00% 0	15
ADA (Americans with Disabilities Act) improvements	42.86% 6	21.43% 3	14.29% 2	21.43% 3	0.00% 0	14
Housing demolition	7.69% 1	7.69% 1	15.38% 2	46.15% 6	23.08% 3	13
Mixed use housing	18.75% 3	12.50% 2	12.50% 2	43.75% 7	12.50% 2	16
Mixed income housing	0.00% 0	15.38% 2	23.08% 3	53.85% 7	7.69% 1	13
Senior-friendly housing	5.00% 1	35.00% 7	35.00% 7	25.00% 5	0.00% 0	20

Q6 Please rate the need for the following HOUSING types for special needs populations in West Covina:

Answered: 43 Skipped: 17

	HIGH NEED	MEDIUM NEED	LOW NEED	NO NEED	DON'T KNOW	TOTAL
Senior housing, such as nursing homes or assisted living facilities	20.00% 5	36.00% 9	16.00% 4	20.00% 5	8.00% 2	25
Housing designed for persons with disabilities	8.33% 2	29.17% 7	25.00% 6	20.83% 5	16.67% 4	24
Rental assistance for persons at-risk of homelessness	25.00% 5	15.00% 3	30.00% 6	30.00% 6	0.00% 0	20
Shelters for youth	0.00% 0	17.65% 3	47.06% 8	17.65% 3	17.65% 3	17
Transitional housing	18.75% 3	6.25% 1	37.50% 6	37.50% 6	0.00% 0	16
Emergency shelters	12.50% 2	18.75% 3	31.25% 5	37.50% 6	0.00% 0	16
Permanent supportive housing, such as subsidized housing that offers services for persons with mental disabilities	26.09% 6	13.04% 3	21.74% 5	34.78% 8	4.35% 1	23

Q7 Please rate the needs for the following COMMUNITY AND PUBLIC FACILITIES in West Covina:

Answered: 42 Skipped: 18

	HIGH NEED	MEDIUM NEED	LOW NEED	NO NEED	DON'T KNOW	TOTAL
Senior centers	23.68% 9	21.05% 8	26.32% 10	21.05% 8	7.89% 3	38
Youth centers	28.21% 11	35.90% 14	23.08% 9	7.69% 3	5.13% 2	39
Community centers	35.14% 13	35.14% 13	21.62% 8	5.41% 2	2.70% 1	37
Parks and recreational facilities	48.72% 19	28.21% 11	15.38% 6	5.13% 2	2.56% 1	39
Childcare facilities	43.24% 16	24.32% 9	5.41% 2	16.22% 6	10.81% 4	37
Residential treatment centers	24.32% 9	10.81% 4	29.73% 11	29.73% 11	5.41% 2	37
Public buildings with improved accessibility	21.62% 8	13.51% 5	29.73% 11	24.32% 9	10.81% 4	37
Homeless shelters	24.39% 10	19.51% 8	19.51% 8	31.71% 13	4.88% 2	41
Facilities for persons living with AIDS	5.41% 2	8.11% 3	18.92% 7	45.95% 17	21.62% 8	37
Facilities for abused/neglected children	33.33% 13	17.95% 7	17.95% 7	20.51% 8	10.26% 4	39

Q8 Please rate the needs for the following COMMUNITY AND PUBLIC SERVICES in West Covina:

Answered: 41 Skipped: 19

	HIGH NEED	MEDIUM NEED	LOW NEED	NO NEED	DON'T KNOW	TOTAL
Children afterschool/summer camp programs & services	44.74% 17	28.95% 11	13.16% 5	7.89% 3	5.26% 2	38
Childcare services and facilities	39.47% 15	31.58% 12	10.53% 4	13.16% 5	5.26% 2	38
Counseling/emotional support services	37.50% 15	20.00% 8	30.00% 12	10.00% 4	2.50% 1	40
Disaster and emergency preparedness services	28.95% 11	31.58% 12	28.95% 11	10.53% 4	0.00% 0	38
Drug/alcohol abuse treatment/counseling	31.58% 12	26.32% 10	21.05% 8	15.79% 6	5.26% 2	38
Food services for residents with special needs	33.33% 13	17.95% 7	23.08% 9	20.51% 8	5.13% 2	39
Workforce/skills training and/or job placement	42.11% 16	26.32% 10	7.89% 3	15.79% 6	7.89% 3	38
Low-cost transportation services (taxi coupons and Dial-A-Ride)	23.08% 9	17.95% 7	33.33% 13	23.08% 9	2.56% 1	39
Neighborhood crime prevention programs	67.50% 27	12.50% 5	10.00% 4	7.50% 3	2.50% 1	40
Park and recreation programs	42.50% 17	25.00% 10	25.00% 10	2.50% 1	5.00% 2	40
Programs for at-risk youth	36.84% 14	31.58% 12	15.79% 6	13.16% 5	2.63% 1	38
Homeless counseling/outreach services	43.59% 17	25.64% 10	12.82% 5	17.95% 7	0.00% 0	39
Affordable legal services	34.21% 13	31.58% 12	15.79% 6	15.79% 6	2.63% 1	38
Health care services & facilities	33.33% 13	23.08% 9	25.64% 10	15.38% 6	2.56% 1	39
Domestic violence counseling	33.33% 13	33.33% 13	23.08% 9	7.69% 3	2.56% 1	39

CITY COUNCIL MEETING

MAY 20, 2025

PUBLIC HEARING REGARDING PROGRAM YEAR (PY) 2025-2029 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) CONSOLIDATED PLAN

City Manager's Office



BACKGROUND

The City of West Covina has utilized these funds for:

- Domestic Violence Victim Advocate (Police Department),
- Senior Meals Program
- Business Assistance Loan Program
- Housing Preservation Program
- Public Infrastructure Projects
- Public Services (i.e., food banks, meals on wheels, homeless)

DISCUSSION

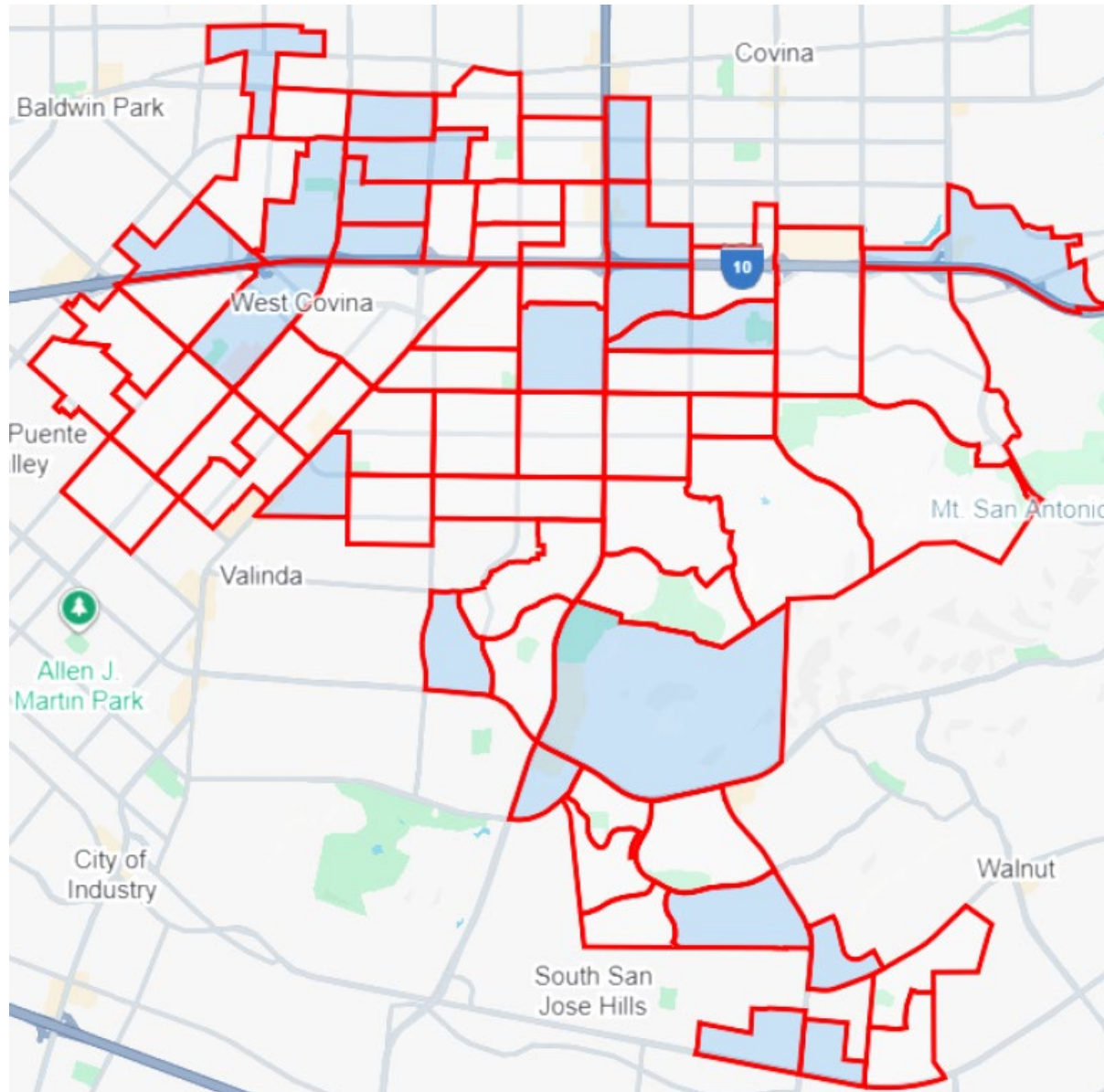
City Council is being asked to set Priorities

- **High:** CDBG fund **will be** expended to address
- **Medium:** CDBG funds **may be** expended to address
- **Low:** CDBG funds **will not be** expended to address

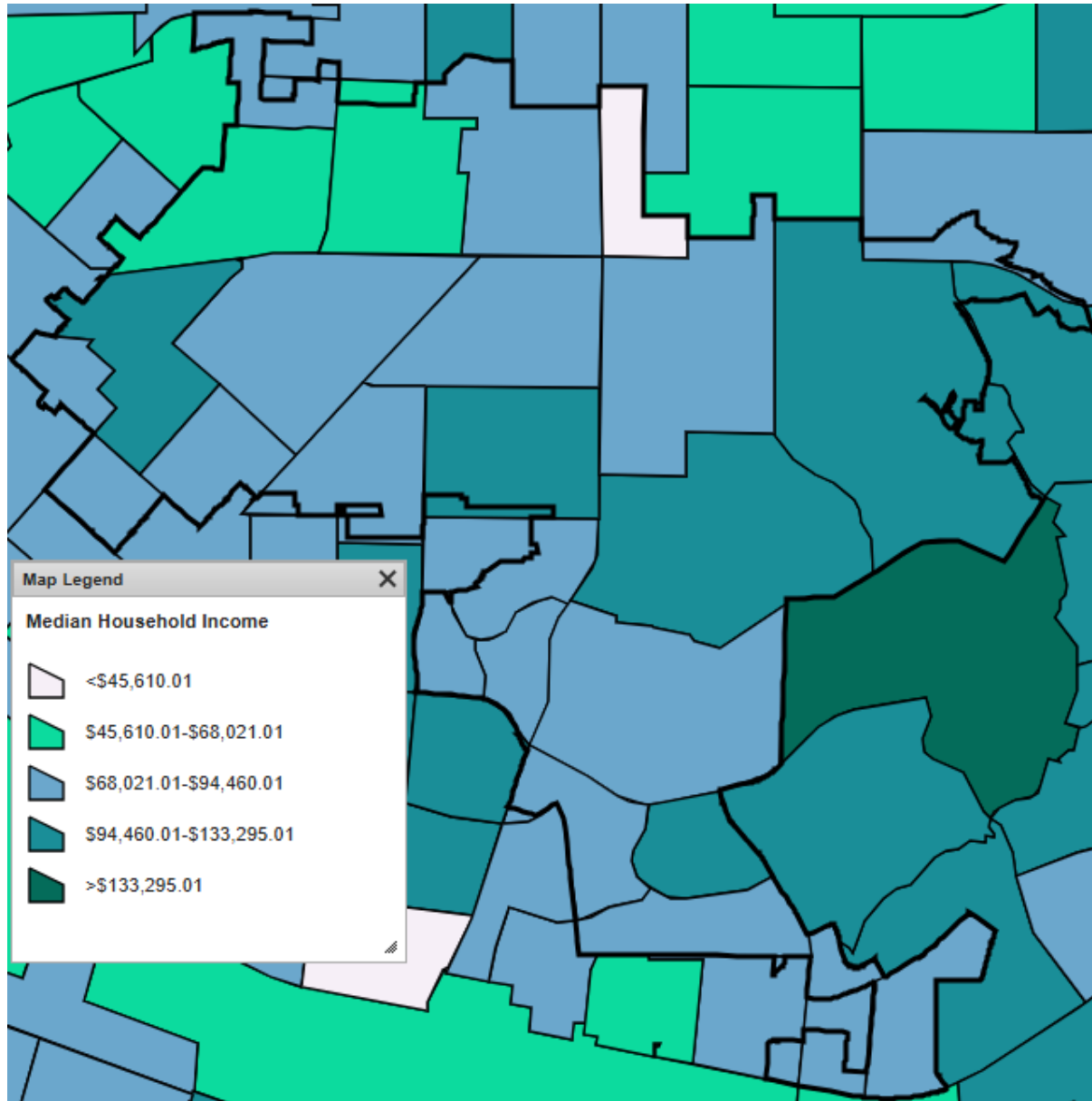
**PRIORITIZATION
PY 2020-2024
CONSOLIDATED
PLAN**

**Table I
PY 2020-2024 Consolidated Plan Priorities**

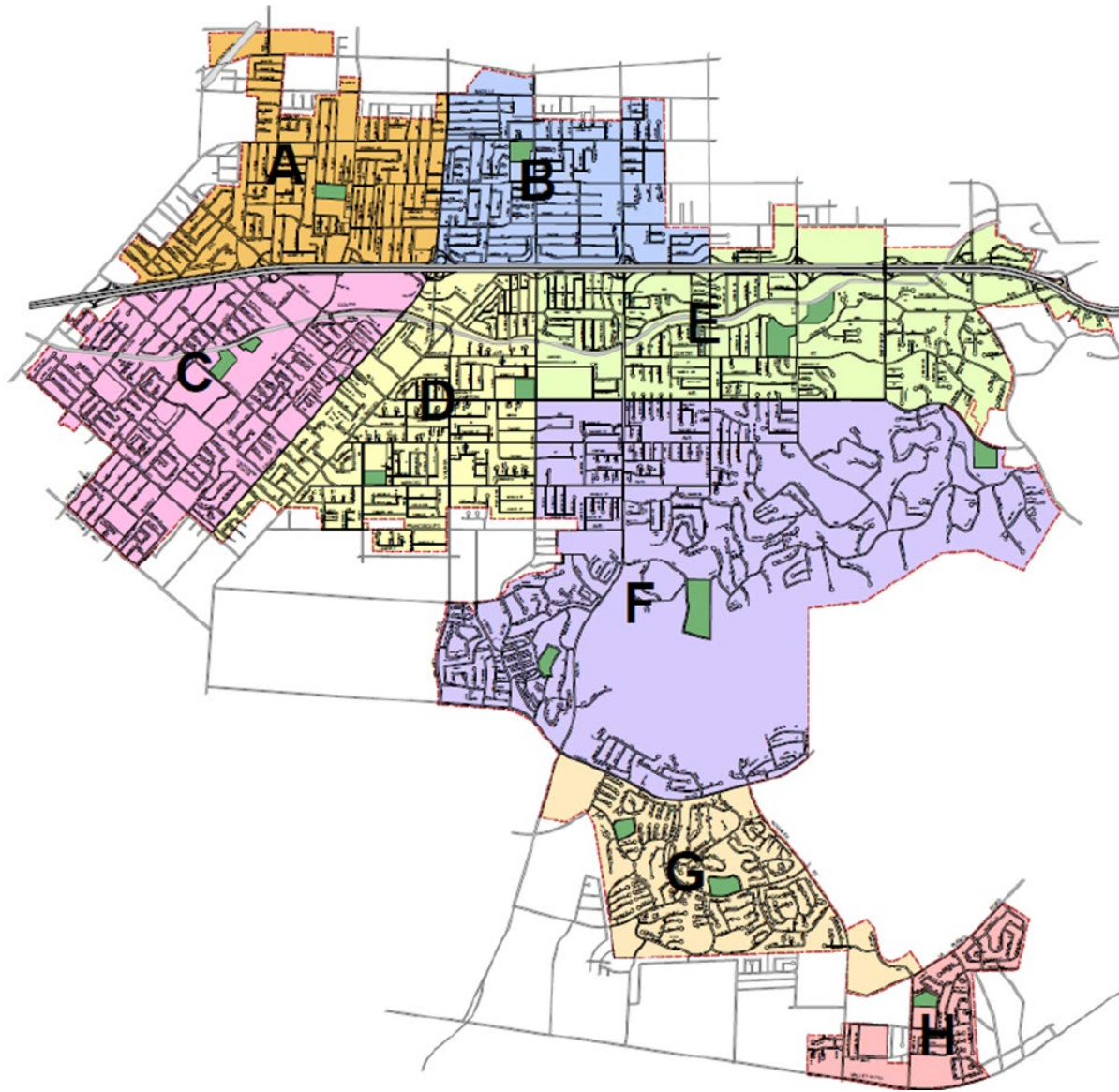
Categories of Need	Priority Level
Economic Development	High
Homelessness	High
Infrastructure Improvements	High
Owner-Occupied Housing	High
Public Facilities	High
Rental Housing	High
Public Services	Medium
Non-Homeless Special Needs	Medium



CDBG- ELIGIBLE BLOCK GROUPS



MEDIAN HOUSEHOLD INCOME



PARK DISTRICTS

Strong Support for Eligible Activities :

- Streets and Road Improvements
- Tree Planting
- Bicycle and Walking Paths
- Sidewalk Improvements
- Owner Occupied Housing Rehabilitation
- ADA Improvements
- Parks and Recreational Facilities
- Community Centers
- Neighborhood Crime Prevention Programs

SURVEY RESULTS

OPTIONS

The City Council has the following options:

- Approve staff's recommendation.
- Provide alternative direction.

RECOMMENDATION

That the City Council direct staff to draft the PY 2025-2029 Consolidated Plan based on the needs and priorities identified in Table I of this report.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 20, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: UPDATE ON GO WEST COVINA - MICROTRANSIT PILOT PROJECT

RECOMMENDATION:

It is recommended that the City Council received and file this report.

BACKGROUND:

Grant Opportunity

In 2016, Los Angeles County voters approved Measure M, a no-sunset half-cent sales tax measure to partially fund Metro projects, as well as make funding available to local jurisdictions through various Metro programs. Measure M allocates \$20 million over 40 years to the Visionary Seed Fund (VSF), and the Measure M Final Guidelines give Metro authority to make funds available for VSF every three years. The VSF is a competitive grant process to support projects that “help spark and develop innovative mobility concepts in Los Angeles County.”

On March 8, 2023, Metro announced the availability of up to \$3 million to fund up to six (6) innovative pilot projects that test and assess strategies that return ridership to pre-COVID levels and beyond. Metro, municipal transit operators, and local transit operators were eligible to apply for funds, but applicants were allowed to team with private, public, and nonprofit partners to deliver the proposed pilot project. Applicants were advised that their proposals should include at least one research partner and identify one or more research questions the proposal seeks to answer.

Successful proposals would receive funding to cover 60% of the proposed project cost with the remaining 40% matched by the applicant.

Microtransit

The term “microtransit” is relatively new term that describes what can be thought of more generally as “flexible transit.” Conceptually, microtransit fits somewhere between individual private transportation (e.g., Uber, Lyft, taxicabs) and public transit. Microtransit allows agencies to offer passengers an on-demand option that is more flexible than fixed shuttle routes and appointment-like paratransit and is powered by innovative technology that uses algorithms to route and schedule trips in real-time. The routing software uses live, on-the-ground information to add people traveling in the same direction into the same vehicle, allowing passengers to be picked up and dropped off in a continuous stream that translates into a ride system that is highly efficient and environmentally friendly.

With microtransit, passengers can book a trip using a smartphone application or by calling the program’s

call center. Riders can request trips on-demand for travel within minutes of needing a ride. Passengers who use a smartphone to book a ride can track their vehicle in real-time, similar to what individuals experience when using a rideshare service like Uber or Lyft.

Go West Covina

In researching microtransit programs, staff connected with Via Transportation (Via), is a provider of TransitTech including microtransit, ADA-paratransit, senior transportation, and Non-Emergency Medical Transportation. Via has launched and operated successful microtransit programs in many jurisdictions and with many types of partners throughout the world, including cities, transit authorities, universities, health care providers, school districts, and corporations.

In collaboration with Via, the City developed a proposal to the VSF program for an On-Demand Microtransit Service (Go West Covina). The City submitted the proposal to Metro on May 18, 2023 and was notified of its award Metro in October 2023.

The City contracted with Nomad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., based on the competitive bid process conducted by King County in Washington. The total not-to-exceed cost of the contract is \$1,098,484. Of this amount, 60% or \$659,090 would be reimbursed by the VSF grant. The balance of \$439,394 is the match required by the City. Metro considered and approved the City's request to use its allocation of Measure M Local Return funds as the funding source for the match. Therefore, the pilot program has no impact on the general fund. The contract includes the following to implement a turnkey service with the parameters shown in the table below:

- Routing software
- Dedicated mobile phone app to request rides (for both iOS and Android)
- Call-in Center (with representatives available during program operating hours)
- Vehicles (Hybrid and Conventional Toyota Siennas)
- Drivers
- Branding of vehicles and mobile apps.
- Marketing material

Duration (Months)	12
Operating Days per Week	5 (Mon - Fri)
Avg. Service Hours per Day	12 (7am - 7PM)
Total Active Vehicles in Fleet	5
- Non-Wheelchair Accessible Vehicles	4
- Wheelchair Accessible Vehicles	1
Additional Spare Vehicles in Fleet	1

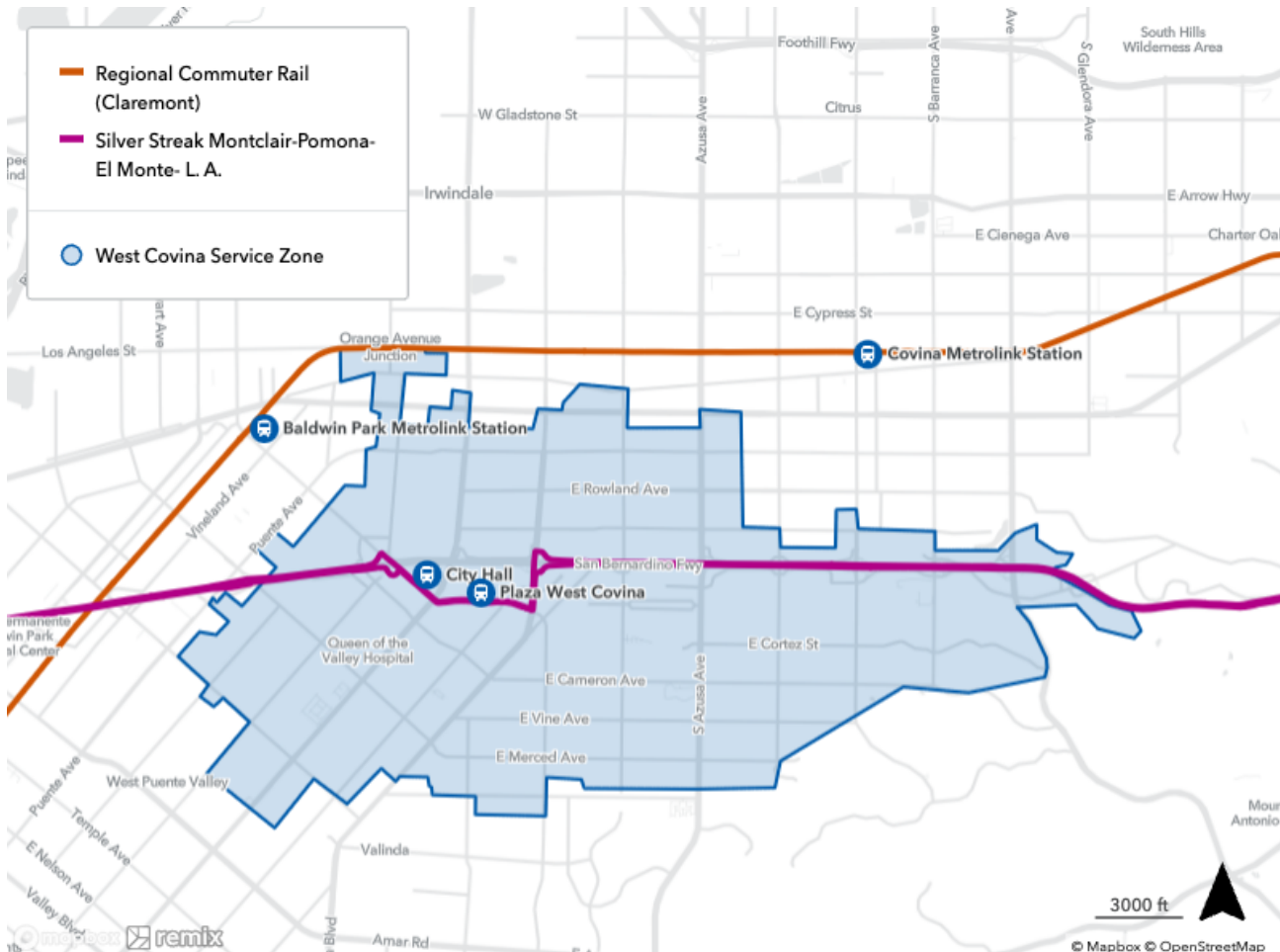
Fare

To promote the service, there is no fare for the duration of the pilot program. If, at some point in the term, program evaluation suggests implementing a fare, staff will present the matter for City Council consideration. For reference, fares for the City's transit services are shown below.

Fare	Service
\$1 per boarding	Go West Shuttle - Green Line and Dial-A-Ride
\$0.50 per boarding	Go West Shuttle - Green Line and Dial-A-Ride (Seniors)
\$3 per ride	Move WC (Uber rides; seniors and disabled)

Service Area

Based on an analysis of socio-economic data, a service area that would best serve underrepresented populations was established for the grant proposal. Shown below, the Service Area is bordered by City limits on the north, east and west, and extends down to as far south as Merced Avenue and Cameron Avenue. In addition, the Project allows travel from points within the Service Area to and from Metrolink stations in Baldwin Park and Covina, connecting riders to the local rails.



DISCUSSION:

The service launched on November 18, 2024. The program has been marketed through:

- City's Discover Newsletter,
- City web page,
- City social media channels
- Readerboards at Plaza West Covina and Auto Dealerships,
- Various bus shelters with advertising panels.
- Posters, fliers, and postcards at City facilities
- Tabling events conducted by Via at Let it Snow event, Merrill Gardens and the Senior Center

The table below shows performance measures of the Go West Covina service through April 2025.

Total	Measure
7,060	Rides Completed
1,387	Accounts Created
789	Users (Have taken at least one (1) ride)
449	Active Users (Have taken more than one (1) ride)

OPTIONS:

The City Council has the following options:

1. Approve the staff recommendation or
2. Provide alternative direction.

Prepared by: Kelly McDonald, Assistant to the City Manager

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact resulting from this report.

Attachments

Attachment No. 1 - Via Presentation Slide Deck

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness
An Accessible Community



Go West Covina Via Service Summary

May 20, 2025

Agenda

1. Introductions and Via Update
2. Service Review
3. Efficiency Opportunities

Introductions



Joe Martin
Partner Success



Alexander Battisti
Partner Success

*Your main POCs,
presenting today*



Arielle Panitch
Operations



Elliott Percival
Operations



Emily Shapiro
Operations



Nicky Althoff
Strategy



Luba Guezi
Strategy

*Your week-in, week-out Ops and Strategy teams,
behind the scenes*

Via Update

Via is the world's leading provider of advanced public mobility solutions

800+

Partners

40

Countries

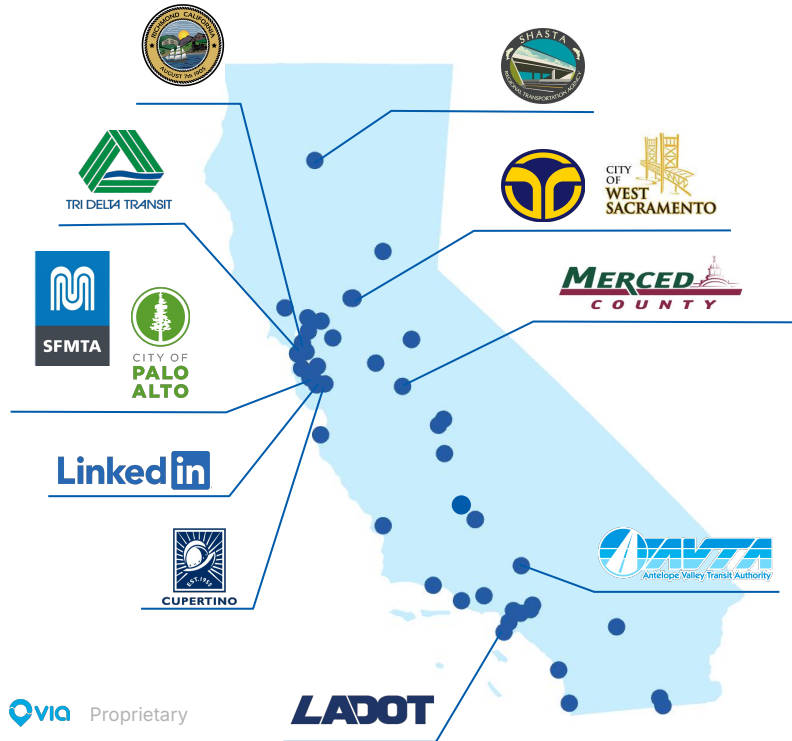
165M

Rides Served



Via Update

We partner with dozens of cities and transit agencies across California



- ~**200** team members based in California
- More than **80** major public transit agencies, cities, universities, and corporate partners
- **8M+** rides delivered, with an average ride rating of 4.8/5
- Partnerships with state-level agencies, including Caltrans, CALSTART, and California Air Resources Board

Upcoming launches:



SANDAG

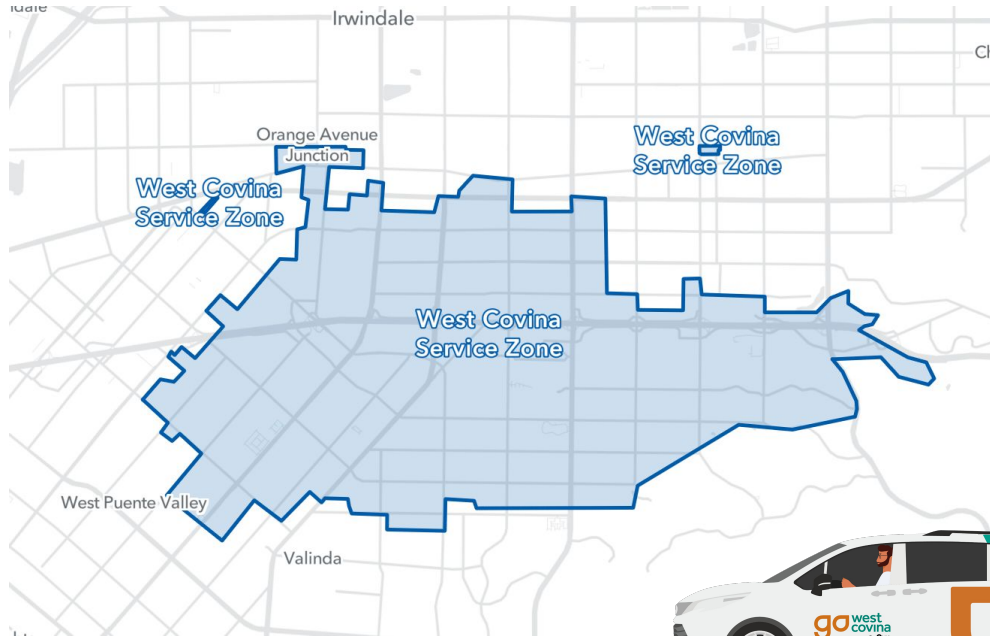


Agenda

1. Introductions and Via Update
2. Service Review
3. Efficiency Opportunities

Service Review

We've been thrilled to launch Go West Covina in partnership with the city



\$0

Fares

7a - 7p

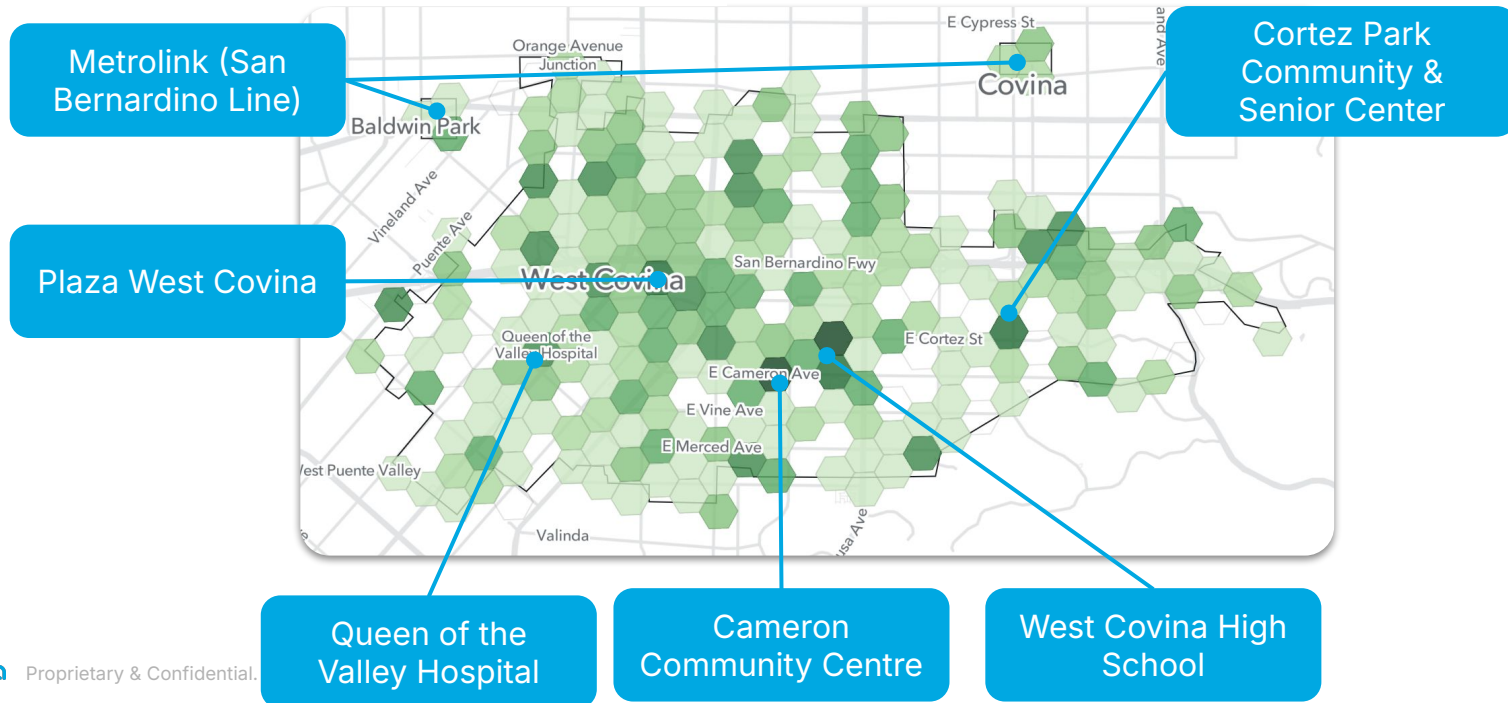
Monday to Friday

5

Core vehicles in
service

Go West Covina provides access to essential community services and jobs

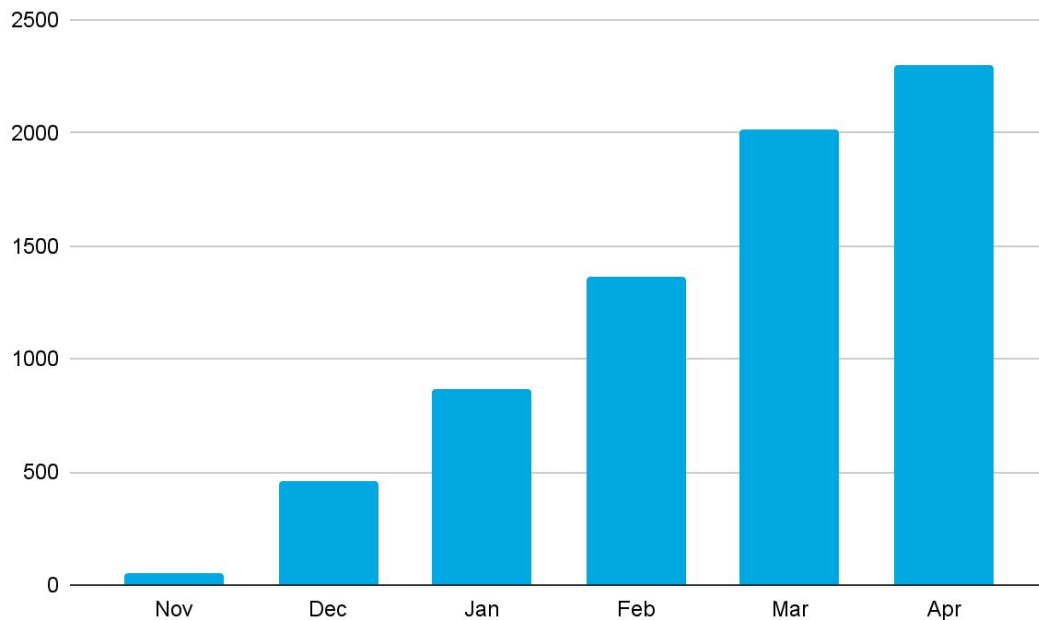
Heatmap of pick up requests



Service Review

Go West Covina has seen rapid adoption from the community, with consistent growth since launch

Completed rides per month



449

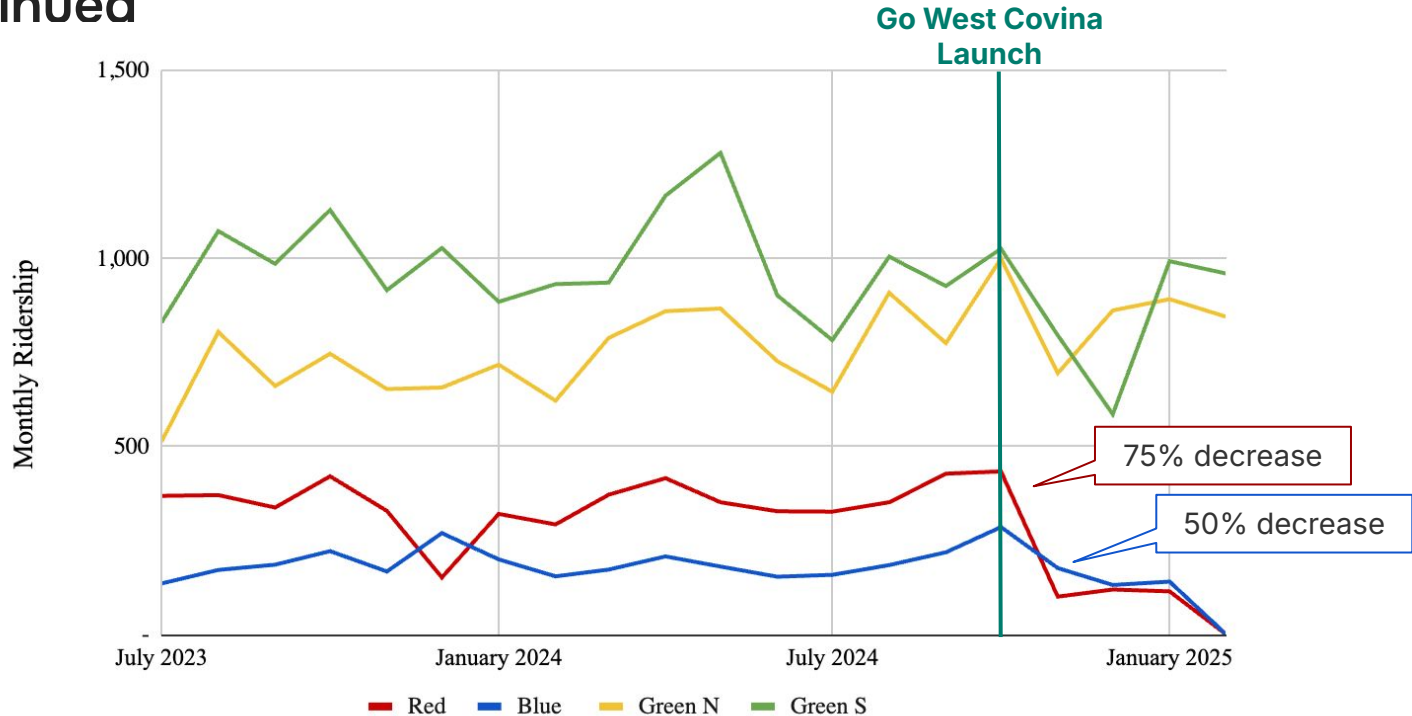
Active riders

7,060

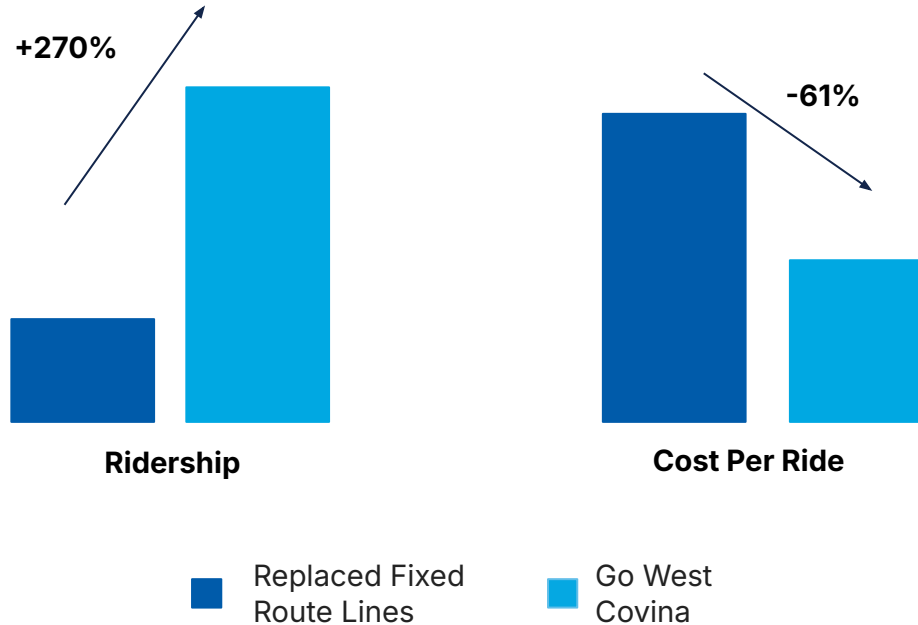
Completed rides

(Data from launch to End of April)

Go West Covina successfully replaced the Red and Blue routes, with most riders shifting to microtransit before the routes were discontinued



As ridership has increased so has efficiency, offering a significantly cheaper cost per ride than the replaced fixed routes



As ridership has increased so has efficiency, offering a significantly cheaper cost per ride than the replaced fixed routes



Riders love the quality of service Go West Covina delivers

"Alfredo is the BEST DRIVER. He's the absolute GOAT and is very kind. I LOVE HIM."

"The drivers are the best, so professional."

"Dennis is the BEST! Friendly, kind, wonderful energy. He makes me feel very safe!"

4.8/5
Avg ride rating

4.9/5
Apple App store rating

Together we've worked to grow awareness and educate riders about the service

Our community engagement efforts to-date include:

- Social media and paid ads campaign
- Streetsblog media coverage assisted by Via Public Relations
- Tabling at West Covina's tree lighting ceremony, Cortez Park Community & Senior Center, Merrill Gardens, and more!

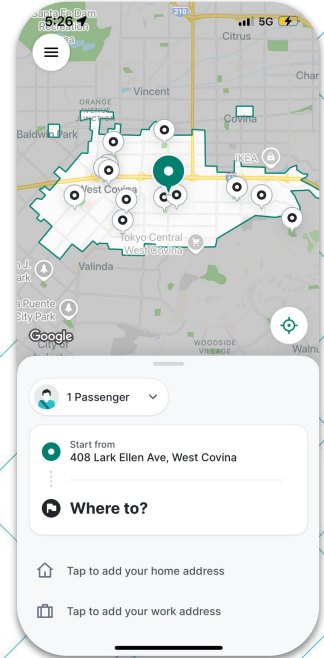


Agenda

1. Introductions and Via Update
2. Service Review
3. Efficiency Opportunities

Our recent study found that commingling across West Covina's services can drive higher efficiency and a simplified experience

- 1 Increased efficiency by commingling services will allow West Covina to serve nearly double the number of rides served today
- 2 Improved rider experience, with a consistent way to book, and highly trained drivers
- 3 Enhanced visibility through a single tech and operations platform, with unified data and reporting

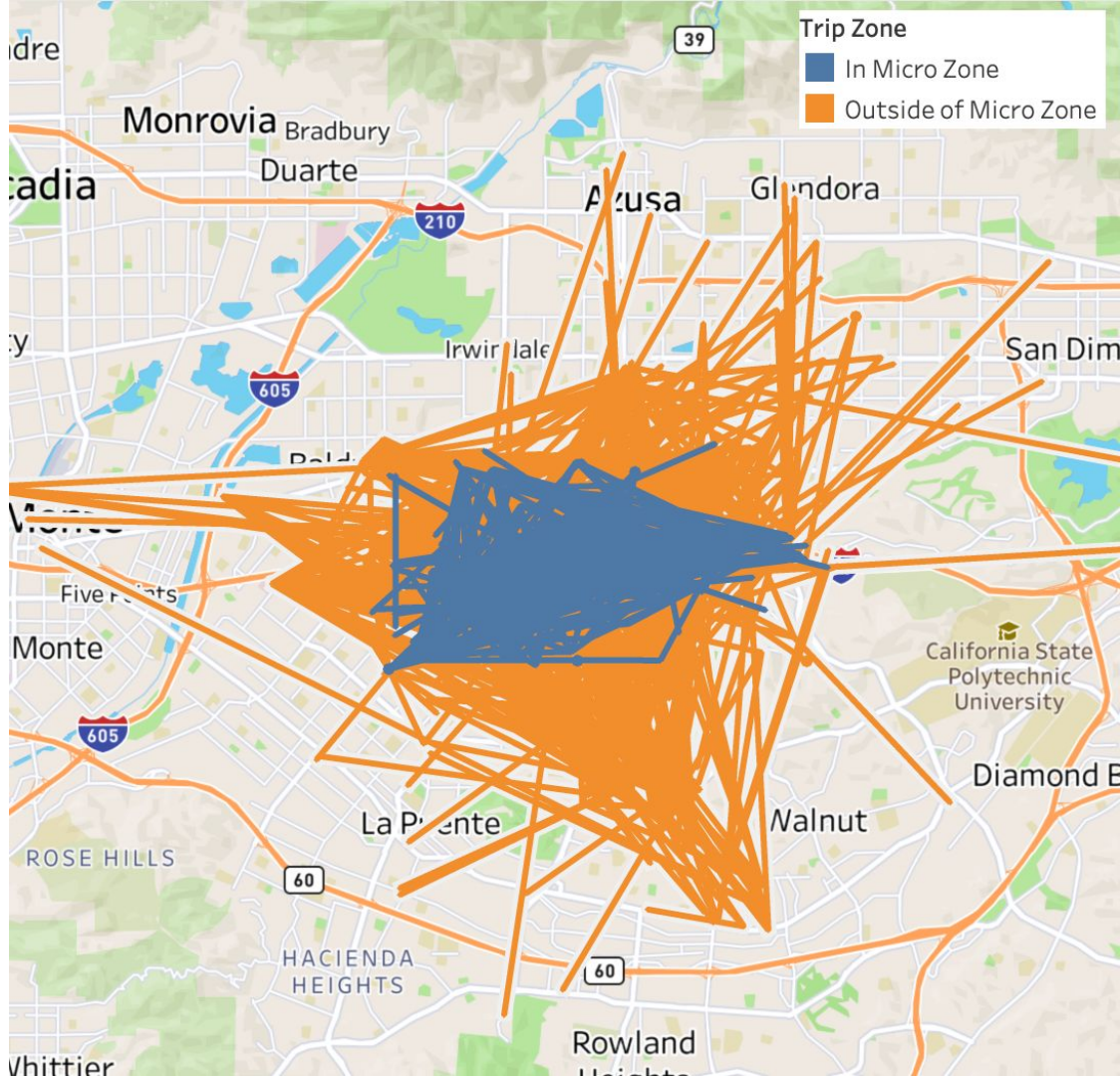


Efficiency Opportunities: Commingling Dial-A-Ride

Commingling could save ~\$115k per year on DAR that support further transit initiatives

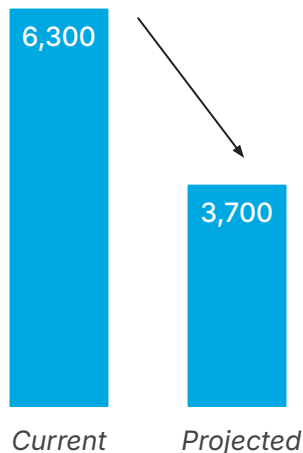
About 5,000 of your 2024 DAR trips were in the Go West Covina service zone, amounting to roughly half the total.

Commingling allows aggregation with microtransit, driving efficiency and serving more trips for the same budget.

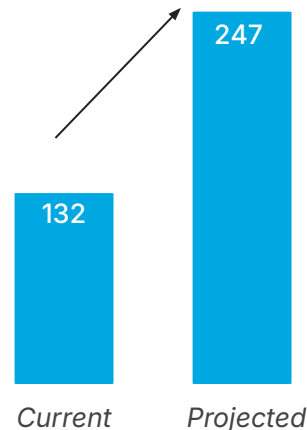


If growth remains high, commingling could nearly double the number of trips served across both services by shifting vehicle time to micro

40% decrease in annual
DAR hours



Shifting "saved" hours to micro allows
for an 87% increase in daily ridership
across both micro + DAR



Sarasota saved \$700k per year and improved the rider experience by commingling paratransit and microtransit trips

Savings reinvested to expand transit access

+30%

Projected microtransit ridership
from increased service

Riders love the experience

12.7

Rides per rider
per month

4.9/5.0

Average ride rating

"Your service gives me so much independence that I would not have without it."



Thank you