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REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, January 19, 2016

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—CLOSED SESSION
7:00 p.m.**

CALL TO ORDER

ROLL CALL

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

PUBLIC COMMENTS

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

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

CLOSED SESSION

- A. G.C. §54956.9(d)(2) –
CONFERENCE WITH LEGAL COUNSEL: SIGNIFICANT EXPOSURE TO LITIGATION

RECESS



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

RECONVENE AND CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Stapleton

INVOCATION

Given by Police Chaplain Dr. Patricia Venegas

PRESENTATIONS

PUBLIC COMMENTS

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

COUNCIL/AGENCY/AUTHORITY COMMENTS

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

CITY MANAGER COMMENTS

CONSENT CALENDAR

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

CC 1. Minutes of January 5, 2016 Regular Joint meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.

Report: [Minutes](#)

CC 2. Payment of City demands in the amount of \$2,240,079.85.

Report: [Payment of City Demands](#)

CC 3. Payment of Agency demands in the amount of \$60,931.69.

Report: [Payment of Agency Demands](#)

CC 4. Department of Public Works to spend over \$10,000, not to exceed \$25,000 for supplies, services, and equipment in certain instances.

Report: [Agenda Report](#)

CC 5. Second reading and adoption of Ordinance No. 16-2049 amending the official zoning map of the City by changing the zoning designation from “R-1-7500, Single Family” to “RD-3000 (Multiple Family) – Planned Community Development Overlay” for property generally located at 800 North Banna Avenue – APN: 8427-003-901.

Report: [Ordinance No. 16-2049](#)

CC 6. Second reading and adoption of Ordinance No. 16-2050 establishing a planned community development overlay zone PCD 15-001 on the official zoning map of the City for property generally located at 800 North Banna Avenue – APN: 8427-003-901.

Report: [Ordinance No. 16-2050](#)

CC 7. Second reading and adoption of Ordinance No. 16-2048 approving and adopting a development agreement between One Charter Oak, LLC and the City of Covina related to a proposed development consisting of 63 single-family lots on 6.15 acres and a proposed public park on approximately 2 acres for property generally located at 800 North Banna Avenue – APN: 8427-003-901.

Report: [Ordinance No. 16-2048](#)

CC 8. Second reading and adoption of Ordinance No. 16-2051 amending Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) of Covina Municipal Code (CMC) by adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities).

Report: [Ordinance No. 16-2051](#)

CC 9. Consideration of Resolution No. 16-7453 confirming continued existence of an emergency condition for Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

Report: [Resolution No. 16-7453](#)

CC 10. Resolution No. 16-7455 – Amendment to the Operating Budget for fiscal Year 2015-2016 to create a project budget for special technical studies, due diligence analysis, community workshops and economic analysis for the Covina iTEC project.

Report: [Resolution No. 16-7455](#)

CC 11. Los Angeles County Department of Children and Family Services Adoption and Foster Parent Program EXPO.

Report: [Agenda Report](#)

PUBLIC HEARINGS

PH 1. Public Hearing to consider approval of the fiscal year 2016-2017 Community Development Block Grant (CDBG) program budget.

Report: [Resolution No. 16-7452](#)

Staff Recommendation:

1. City Council to open the public hearing and receive public testimony.
2. Close the public hearing.
3. Consider approval of the FY 2016-2017 CDBG program budget as recommended in Column 4 of the Table on Attachment A with the provision that (1) the amount be amended as shown in Column 5 of Attachment A when the Los Angeles County Community Development District (LACDC) freeze on unprogrammed funds is lifted; and (2) the allocations be adjusted based on the final allocation as determined by LACDC, with a maximum of 15 percent of funding allocated for public service programs.
4. Adopt **Resolution No. 16-7452**, authorizing the allocation of the Forty-Second Year CDBG funds for FY 2016-2017.
5. Authorize the City Manager or her designee to execute documents related to the FY 2016-2017 CDBG funds.

PH 2. Public Hearing to consider issuing a report and subsequent adoption of Urgency Ordinance No. 16-2052, extending a moratorium on issuing any permits for any new used merchandise, secondhand and/or thrift stores or the expansion of any existing used merchandise, secondhand and/or thrift stores.

Report: [Urgency Ordinance No. 16-2052](#)

Staff Recommendation:

1. City Council to open public hearing, consider public testimony and close the public hearing.

2. Adopt and issue the report on measures taken during the moratorium per Government Code Section 65858 (Attachment B).
3. Adopt **Urgency Ordinance No. 16-2052** entitled, “AN URGENCY ORDINANCE OF THE CITY OF COVINA, CALIFORNIA, EXTENDING THE TERM OF ORDINANCE NO. 15-2047 ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW USED MERCHANDISE STORES AND SECONDHAND STORES, OR THRIFT STORES IN THE CITY OF COVINA, OR THE EXPANSION OF ANY EXISTING USED MERCHANDISE STORES, SECONDHAND STORES OR THRIFT STORES, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;” a four-fifths (4/5) vote is required per California Government Code Section 65858(b).
4. Direct staff to draft revisions to Chapter 17 of the Covina Municipal Code relating to Used Merchandise, Secondhand and/or Thrift Stores and return to the City Council for consideration of the proposed revisions by April 2016.

CONTINUED BUSINESS - NONE

NEW BUSINESS

NB 1. Towing services contract options.

Report: [Agenda Report](#)

Staff Recommendation:

Review and discuss the City’s towing services contract and provide direction.

NB 2. Professional Services Agreement with Gonzalez Goodale Architects to provide planning, programming, architectural, and engineering services for the Initial Phase of the Covina Senior Center Project; and Resolution No. 16-7454 to appropriate necessary funds for contract.

Report: [Resolution No. 16-7454](#)

Staff Recommendation:

1. Authorize the City Manager to execute the Professional Services Agreement with Gonzalez Goodale Architects to provide planning, architectural, and engineering services for the Initial Phase of the Covina Senior Center Project in an amount not-to-exceed \$100,000.
2. Adopt **Resolution No. 16-7454** appropriating \$500,000 in available Special General Fund – Rule 20A Swap balance (account no. 1060-0000-59140) to the fiscal year 2015-16 budget and allocating the funds to Capital Improvement (Parks and Recreation) – Park Facilities – Buildings & Structures – Covina Senior Center (account no. 4600-3400-55100-P-1601) for the Initial Phase of the Covina Senior Center Project, topographic survey and soils and geologic analysis, and seed money for subsequent phases of the project.
3. Direct City staff to pursue placement of the Covina Senior Center in Covina Park.

NB 3. Urgency Ordinance No. 16-2053 prohibiting the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards.

Report: [Urgency Ordinance No. 16-2053](#)

Staff recommendation:

Adopt **Ordinance No. 16-2053**, an urgency ordinance prohibiting the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards.

NB 4. Gun Violence and Active Shooter Report.

Report: [Agenda Report](#)

Staff Recommendation:

Receive and file report.

NB 5. 2016 Legislative Platform.

Report: [Agenda Report](#)

Staff Recommendation:

Review, discuss, and adopt the 2016 Legislative Platform.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, February 2, 2016, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

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

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

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

The Covina City Clerk's Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, January 19, 2016, meeting was posted on January 14, 2016, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; 2) the Covina Public Library, 234 N. Second Avenue, Covina; and 3) the Joslyn Center, 815 N. Barranca Avenue, Covina.

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



ITEM NO. CC 1

MINUTES OF JANUARY 5, 2016
**REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY
TO THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

CALL TO ORDER

Mayor King called the Council/Agency/Authority meeting to order at 7:30 p.m. There was no closed session.

ROLL CALL

Council Members Present: Walter Allen III, Jorge Marquez, Mayor Pro Tem/Vice-Chair Kevin Stapleton, and Mayor/Chair John C. King.

Council Members Absent: Peggy A. Delach.

Elected Members Present: City Treasurer Geoffrey Cobbett

Staff Members Present: City Manager Andrea M. Miller, City Attorney Candice K. Lee, Public Works Director Siobhan Foster, Community Development Director Brian Lee, Parks and Recreation/Library Director Amy Hall-McGrade, Interim Police Chief Derek Webster, Acting Assistant Fire Chief Jim Enriquez, Community Development Consultant Nancy Fong, Environmental Consultant Ruta Thomas, GIS Technician James Knox, and Chief Deputy City Clerk Sharon F. Clark.

PLEDGE OF ALLEGIANCE

Mayor King led the Pledge of Allegiance.

INVOCATION

Police Chaplain Dr. Patricia Venegas gave the invocation.

PRESENTATIONS – None.

PUBLIC COMMENTS – None.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Mayor Pro Tem Stapleton expressed his thankfulness for our families and community and his appreciation for the Council Members, and wished everyone a Happy New Year.

Council Members Allen, Delach, and Marquez echoed Mayor Pro Tem Stapleton and wished everyone a safe and Happy New Year.

Mayor King invited Mayor Pro Tem Stapleton forward and presented a new commemorative flag that was donated by Daughters of the American Revolution (DAR) to honor and recognize Mayor Pro Tem Stapleton as a Vietnam Veteran, and to remember all those who served.

Mayor Pro Tem Stapleton thanked DAR and commented on the opportunity to look back at time passed and the great honor it is to have the flag to remember those who served.

Mayor King thanked DAR, commended them for their activeness in the community, and wished everyone a Happy New Year.

CITY MANAGER COMMENTS

City Manager Miller announced Derek Webster as Interim Chief of Police pending consideration of the interim appointment of Kim Raney for Chief of Police on tonight's agenda.

City Manager Miller clarified that Consent Calendar Item CC 4 is being recommended by staff only to approve the budget amendment and not to approve the purchase and sale agreement which will be considered later in the agenda during Public Hearing Item PH 2.

CONSENT CALENDAR

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Marquez, the City Council approved Consent Calendar Items CC1 through CC10.

Motion approved the Consent Calendar items CC1 – CC10 as follows:

AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

- CC 1. City Council approved the Minutes of December 15, 2015, Study Session Joint meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Agency/Housing Authority/Finance Advisory Committee and Regular Joint meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Agency/Housing Authority.
- CC 2. City Council approved the payment of City demands in the amount of \$1,273,238.74.
- CC 3. City Council approved the payment of Agency demands in the amount of \$13,647.33.
- CC 4. City Council adopted **Resolution No. 16-7443** amending the Operating Budget for Fiscal Year 2015-2016 for the purchase of 1.4 acres of property to be used for public open space in conjunction with the One Charter Oak project – Purchase Agreement of public open space.
- CC 5. City Council approved the contract work and the second amendment to Professional Services Agreement with Dudek, Inc. for providing planning services and preparing environmental documents.
- CC 6. City Council adopted **Resolution No. 16-7439** confirming continued existence of an emergency condition for Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

- CC 7. City Council adopted **Resolution No. 16-7440** authorizing the City Manager to submit application(s) to the State of California Department of Resources Recycling and Recovery (CalRecycle) for a period of five years, and **Resolution No. 16-7441** appropriating \$4,920 in available State Gas Tax Fund Balance and increasing the Fiscal Year 2015-16 Transportation Fund Budget in the amount of \$4,920.
- CC 8. City Council adopted **Resolution No. 16-7442** appropriating \$28,280 in available Proposition C Fund Balance and increasing the Fiscal Year 2015-16 Proposition C Fund Budget in the amount of \$28,280 for the comprehensive update of the City's Pavement Management System.
- CC 9. City Council adopted **Resolution No. 16-7438** amending the Fiscal Year 2015-16 Capital Improvement Program Budget by \$56,699 for Project D-1203 Wingate Wash Repairs Funded by Federal Emergency Management Agency (FEMA).
- CC 10. City Council adopted **Resolution No. 16-7451** appropriating \$28,689 in Available Measure R Fund Balance, appropriating \$5,234 in Available Proposition A Fund Balance, and increasing the Fiscal Year 2015-16 Capital Projects Fund Budget in the amount of \$33,923, approved Change Order No. 37 for Project T-0814B, Pedestrian and Metrolink Station Improvements Project, authorized the City Manager or her designee to execute the approved change order, approved Final Acceptance, and authorized the City Clerk to file a Notice of Completion for Project No. T-0814B, Pedestrian and Metrolink Station Improvements Project.

PUBLIC HEARING

PH 1. Public Hearing for consideration of Resolution No. 16-7450 amending the City of Covina Fee Schedule as it pertains to Title 5 of the Covina Municipal Code – Entertainment Permits.

Mayor King opened the Public Hearing.

City Manager Miller provided a brief introduction, announced that a revision had been made to Resolution No. 16-7450, read the revised portion, and explained that the recommendation was to adopt the resolution as revised.

Discussion included fees being waived for non-amplified entertainment, business community awareness and response, special permits for one-day events, and annual review.

Mayor King opened the public comment period. There was no public comment; therefore, Mayor King closed the Public Hearing.

A motion was made by Council Member Allen, seconded by Council Member Marquez, to adopt **Resolution No. 15-7450** amending the City of Covina Fee Schedule as it pertains to Title 5 of the Covina Municipal Code – Entertainment Permits.

Motion carried for Public Hearing Item PH 1 as follows:

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

PH 2. Public Hearing to consider a General Plan Amendment (GPA) 15-001, a Zone Change (ZCH) 15-001, a Planned Community Development Overlay District (PCD) 15-001, a Tentative Tract Map (TTM) 73455, a Site Plan Review (SPR) 15-009, a Purchase and Sale Agreement between the City of Covina and One Charter Oak, LLC, a Development Agreement (DA) 15-001 for a proposed 63-lot single-family residential subdivision and public park on an 8.15 acre site at 800 North Banna Avenue - APN: 8427-003-90 and a related Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program.

Mayor King opened the Public Hearing.

City Manager Miller provided a brief introduction. Community Development Director Lee, Community Development Consultant Fong, and Environmental Consultant Thomas presented the staff report.

Community Development Director Lee announced that in the staff report, the closing date for the purchase and sale agreement states March 2, 2016 and recommended changing the date to March 4, 2016.

Discussion included maintaining existing trees, recycled-water process, dust control, and construction standards.

Applicant Steve Sheldon with Sheldon Development and One Charter Oak, LLC and Architect Eric Van Wetchel presented a PowerPoint presentation on the One Charter Oak Project and distributed written comments from nearby residents and businesses in support of the project to Council.

Speakers Shannon Welch and Stan Kadohata expressed concern about elements of the project that they feel still need to be addressed.

The following speakers spoke in favor of the project: Covina resident Sylvia Meraz, Covina resident and business owner Carlos Roman, Covina resident and business owner Victor Linares, Dawn Nelson, on behalf of the Board of Directors of the Covina Chamber of Commerce, and Covina resident Leticia Gross.

Covina resident Diana Felix filled out a card and was called to speak, but was not present.

Mayor King closed the Public Hearing.

Council expressed appreciation for the decreased density of the project, the developer's investment in Covina, and for his modifications to the project to address concerns of project neighbors, staff, and the Planning Commission; agreed that more open space is needed in the City which the new park will help provide; commented that Charter Oak School District had set the property price; thanked community members who attended tonight's meeting to comment about the project; encouraged everyone to stay engaged despite their position on the matter to ensure that all are working together for the betterment of the community; and expressed their support for the project.

City Attorney Lee explained the order in which staff's recommendations should be considered.

A motion was made by Council Member Allen, seconded by Council Member Marquez to:

1. Adopt **Resolution No. 16-7445** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR GENERAL PLAN AMENDMENT GPA 15-001, DEVELOPMENT AGREEMENT DA 15-001, ZONE CHANGE ZCH 15-001, PLANNED COMMUNITY DEVELOPMENT PCD 15-001, TENTATIVE TRACT MAP TTM 73455 AND SITE PLAN REVIEW SPR 15-009 FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901."

Motion carried to adopt Resolution No. 16-7445, Public Hearing item PH 2, as follows:

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

A motion was made by Council Member Delach, seconded by Council Member Marquez to:

2. Adopt **Resolution No. 16-7446** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT GPA 15-001 TO CHANGE THE GENERAL PLAN LAND USE MAP DESIGNATION FROM "SCHOOL" TO "MEDIUM DENSITY RESIDENTIAL 6.1-14 DWELLING UNITS PER ACRE" AND "PARK" FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901."

Motion carried to adopt Resolution No. 16-7446, Public Hearing item PH 2, as follows:

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

A motion was made by Council Member Delach, seconded by Council Member Marquez to:

3. Waive full reading, read by title only, and introduce for first reading, **Ordinance No. 16-2049** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING DESIGNATION FROM "R-1-7500, SINGLE FAMILY" TO "RD-3000 (MULTIPLE FAMILY) – PLANNED COMMUNITY DEVELOPMENT OVERLAY" FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901." City Attorney Lee read by title only.

Motion carried to waive first reading and introduce Ordinance No. 16-2049, Public Hearing item PH 2, as follows:

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

A motion was made by Council Member Allen, seconded by Council Member Marquez to:

4. Waive full reading, read by title only, and introduce for first reading, **Ordinance No. 16-2050** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ESTABLISHING A PLANNED COMMUNITY DEVELOPMENT OVERLAY ZONE PCD 15-001 ON THE OFFICIAL ZONING MAP OF THE CITY FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901." City Attorney Lee read by title only.

Motion carried to waive first reading and introduce Ordinance No. 16-2050, Public Hearing item PH 2, as follows:

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

A motion was made by Council Member Delach, seconded by Council Member Marquez to:

5. Adopt **Resolution No. 16-7447** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING TENTATIVE TRACT MAP 73455 TO ESTABLISH A 71-LOT SUBDIVISION FOR THE PURPOSES OF A RESIDENTIAL DEVELOPMENT, TWO-ACRE PARK AND ASSOCIATED PRIVATE STREETS (63 SINGLE-FAMILY RESIDENTIAL LOTS, TWO PARK LOTS AND 6 LETTERED LOTS FOR COMMON AREAS) FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901."

Motion carried to adopt Resolution No. 16-7447, Public Hearing item PH 2, as follows:

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

A motion was made by Council Member Delach, seconded by Council Member Marquez to:

6. Adopt **Resolution No. 16-7448** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING SITE PLAN REVIEW SPR 15-009 FOR THE DEVELOPMENT OF 63 SINGLE-FAMILY RESIDENTIAL UNITS AND RELATED COMMON AREAS ON APPROXIMATELY 6.15 ACRES OF THE SITE LOCATED GENERALLY AT 800 NORTH BANNA AVENUE - APN: 8427-003-901;" and

7. Approve Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC, a California limited liability company, for the purchase of 1.4 acres of property generally bounded by Banna Avenue to the west, Cypress Street to the north, and Kidder Avenue to the East; and

8. Waive full reading, read by title only, and introduce for first reading, **Ordinance No. 16-2048** entitled, “AN ORDINANCE OF THE CITY OF COVINA APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN ONE CHARTER OAK, LLC AND THE CITY OF COVINA RELATED TO A PROPOSED DEVELOPMENT CONSISTING OF 63 SINGLE FAMILY LOTS ON 6.15 ACRES AND A PROPOSED PUBLIC PARK ON APPROXIMATELY 2 ACRES FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901.” City Attorney Lee read by title only.

Motion carried to adopt Resolution No. 16-7448, approve Purchase and Sale Agreement between the City of Covina and One Charter Oak, LLC, and to waive first reading and introduce Ordinance No. 16-2048, Public Hearing item PH 2, as follows:

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

CONTINUED BUSINESS – None.

NEW BUSINESS

NB 1. Introduction of Ordinance No. 16-2051 Amending Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) of Covina Municipal Code (CMC) by adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities).

City Manager Miller provided a brief introduction, and an overview was presented by Public Works Director Foster.

A motion was made by Council Member Allen, seconded by Mayor Pro Tem Stapleton, to:

1. Waive full reading, read by title only, and introduce for first reading **Ordinance No. 16-2051** entitled, “AN ORDINANCE OF THE CITY OF COVINA ADDING SECTION 2.20.210 TO CHAPTER 2.20 (PURCHASING DIVISION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE COVINA MUNICIPAL CODE PROVIDING FOR JOINT PURCHASING AGREEMENTS WITH GOVERNMENTAL ENTITIES;” and
2. Authorize the Department of Public Works to schedule the second reading and adoption of the ordinance for the next Council meeting on January 19, 2016.

Motion carried for New Business item NB 1 as follows:

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

NB 2. Consideration of Resolution No. 16-7449 approving an employment agreement for the Interim Appointment for the position of Police Chief.

The staff report was presented by City Manager Miller.

A motion was made by Mayor Pro Tem Stapleton, seconded by Council Member Allen to:

1. Adopt **Resolution No. 16-7449**, appointing Kimber Raney as Interim Police Chief; and
2. Authorize the City Manager to approve a retired-annuitant employment agreement with Kimber Raney.

Motion carried for New Business item NB 2 as follows:

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

Mayor King announced that there will be a retirement recognition event for Chief Raney at the appropriate time, and expressed his appreciation for Chief Raney's leadership and service to the community.

Council Member Allen commented that chief Raney is not only a great Chief of Police, but was also a great street cop.

ADJOURNMENT

At 9:30 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, January 19, 2016, at 5:00 p.m., for study session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California 91723; and 7:00 p.m. for closed session and 7:30 p.m., for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 19th day of January 2016:

John C. King, Mayor/Chair



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 2

MEETING DATE: January 19, 2016

TITLE: Payment of Demands

PRESENTED BY: John Michicoff, Interim Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$ 2,240,079.85

BACKGROUND:

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

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS			
Dec. 11 - Dec. 30, 2015	Wires/EFTs	5054-5058	\$ 13,016.93
	Checks	77749-77985	\$ 1,674,963.97
<u>PAYROLL</u>			
12/17/15			\$ 541,342.86
<u>VOIDS</u>			
		77605	\$ (258.16)
		77909	\$ (7,317.00)
<u>WORKERS COMPENSATION</u>			
12/11/15			\$ 537.14
12/15/15			\$ 399.96
12/16/15			\$ 2,120.79
12/21/15			\$ 3,700.98
12/22/15			\$ 85.81
12/23/15			\$ 7,750.12
12/24/15			\$ 1,085.61
12/28/15			\$ 587.76
12/29/15			\$ 1,588.08
12/30/15			\$ 475.00
GRAND TOTAL:			\$ 2,240,079.85

DISCUSSION:

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 15/16 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,



John Michicoff
Interim Finance Director

ATTACHMENTS:

Attachment A: Check Register

CITY OF COVINA
Check Register
DEC. 11 - DEC. 30, 2015

Check #	Check Date	Vendor	Name	Amount
5054	12/17/15	4160	ICMA	65.00
5055	12/17/15	1405	ICMA RETIREMENT	3,100.87
5056	12/17/15	4003	MidAmerica	2,360.68
5057	12/17/15	2033	NATIONWIDE RETI	6,740.38
5058	12/17/15	4223	ZUMWALT, KRISTI	750.00
			subtotal EFT/wires	\$13,016.93
77749	12/16/15	3	12 MILES OUT.CO	1,200.00
77750	12/16/15	11	A & B ELECTRIC	1,496.00
77751	12/16/15	4363	ABLE CARD LLC	2,016.73
77752	12/16/15	32	ACE-1 AUTO SERV	240.79
77753	12/16/15	44	ADAMSON INDUSTR	763.00
77754	12/16/15	61	ADVANTEC CONSUL	1,185.00
77755	12/16/15	113	ALL CITY MANAGE	5,491.50
77756	12/16/15	3977	ALLIANT CONSULT	806.00
77757	12/16/15	219	AT&T	1,739.86
77758	12/16/15	255	AZUSA PLUMBING	116.25
77759	12/16/15	283	BANK OF THE WES	4,266.53
77760	12/16/15	4279	BOSS JANITORIAL	1,813.00
77761	12/16/15	475	CALIBER POOL AN	1,607.97
77762	12/16/15	477	CALIF, STATE OF	13,584.31
77763	12/16/15	4153	CALIFORNIA PROF	1,147.41
77764	12/16/15	536	CARQUEST AUTO P	97.79
77765	12/16/15	587	CDW GOVERNMENT	2,456.01
77766	12/16/15	634	CHEVRON PRODUCT	21.22
77767	12/16/15	3736	CHRISTIAN BROTH	462.00
77768	12/16/15	682	CLINICAL LAB OF	420.00
77769	12/16/15	720	COMPUTER SERVIC	3,446.00
77770	12/16/15	749	COUNSELING TEAM	300.00
77771	12/16/15	761	COVINA CENTER F	257.00
77772	12/16/15	762	COVINA CHAMBER	30.00
77773	12/16/15	783	COVINA WATER	1,417.19
77774	12/16/15	4395	CURRIE, ROBERT	2,000.00
77775	12/16/15	894	DF POLYGRAPH	150.00
77776	12/16/15	4292	DUDEK	8,465.00
77777	12/16/15	970	EDISON CO	44,498.77
77778	12/16/15	1067	FILEONQ	5,270.60
77779	12/16/15	3817	FUN EXPRESS, LL	273.10
77780	12/16/15	3300	General Petrole	1,479.41
77781	12/16/15	1197	GLOBAL WATER MA	57,302.77
77782	12/16/15	1198	GLOBALSTAR LLC	53.10
77783	12/16/15	4338	GOKOO, ROBERT	918.00
77784	12/16/15	1235	GRAINGER	284.36
77785	12/16/15	3669	HAMILTON & ASSO	485.36

CITY OF COVINA
 Check Register
 DEC. 11 - DEC. 30, 2015

77786	12/16/15	3251	HANSON INVESTIG	1,288.58
77787	12/16/15	4337	HARDY & HARPER,	31,214.90
77788	12/16/15	4396	HAYES, TIMOTHY	1,590.00
77789	12/16/15	1317	HdL Coren & Con	8,750.00
77790	12/16/15	1364	HOME DEPOT	2,688.89
77791	12/16/15	1427	INGLEWOOD, CITY	4,617.90
77792	12/16/15	1429	INLAND EMPIRE S	3,435.25
77793	12/16/15	1441	INTERSTATE BATT	175.20
77794	12/16/15	1531	JW LOCK CO INC	175.57
77795	12/16/15	3987	KYOCERA DOCUMEN	2,080.34
77796	12/16/15	1609	LA CNTY COUNTY	3,723.55
77797	12/16/15	1613	LA CNTY DISTRIC	75.10
77798	12/16/15	1614	LA CNTY FIRE DE	757,694.10
77799	12/16/15	1614	LA CNTY FIRE DE	1,962.00
77800	12/16/15	1617	LA CNTY REGISTR	75.00
77801	12/16/15	4341	Landcare	17,544.98
77802	12/16/15	1691	LEVEL 3 COMMUNI	1,161.95
77803	12/16/15	1694	LEWIS ENGRAVING	525.38
77804	12/16/15	1707	LIEBERT CASSIDY	9,200.20
77805	12/16/15	1833	MAXIMUS INC	3,800.00
77806	12/16/15	1908	MICHAEL J O'DAY	120.00
77807	12/16/15	1933	MISSION LINEN S	101.74
77808	12/16/15	1993	MPLC	320.84
77809	12/16/15	3256	MULTI W SYSTEMS	3,424.55
77810	12/16/15	2016	MUSULMAN ROOFIN	1,800.00
77811	12/16/15	4400	NEWAGE GARDEN G	2,334.15
77812	12/16/15	2091	O REILLY AUTO P	28.58
77813	12/16/15	2101	OCLC/FOREST PRE	1,300.21
77814	12/16/15	2104	OFFICE DEPOT	58.06
77815	12/16/15	2104	OFFICE DEPOT	8.26
77816	12/16/15	2104	OFFICE DEPOT	61.39
77817	12/16/15	4201	OFFICE TEAM	444.80
77818	12/16/15	99999	ANA CASTRO	25.00
77819	12/16/15	99999	CHRISTINA LIMON-VASQUEZ	68.00
77820	12/16/15	99999	CRUZ VARGAS	15.00
77821	12/16/15	99999	GILDA MADRID	58.00
77822	12/16/15	99999	GRACIE SANTIAGO	200.00
77823	12/16/15	99999	JUNE EVINGER	13.00
77824	12/16/15	99999	LILLIAN MUNIZ	15.00
77825	12/16/15	99999	MAGDALENA PEREZ-BALLARDO	15.00
77826	12/16/15	99999	MARJORIE SUE HOLLAND	15.00
77827	12/16/15	99999	SOLUTIONS 4 U ENTERPRISES, INC	134.00
77828	12/16/15	99999	VIRGINIA MITCHELL	48.00
77829	12/16/15	2238	PEST OPTIONS IN	625.00

CITY OF COVINA
Check Register
DEC. 11 - DEC. 30, 2015

77830	12/16/15	2426	REYNOLDS BUICK	129.94
77831	12/16/15	3796	RICHARD, WATSON	29,572.25
77832	12/16/15	2456	ROBISON, MIKE	612.00
77833	12/16/15	2557	SANTA ANITA FAM	345.00
77834	12/16/15	2619	SGV EXAMINER	544.50
77835	12/16/15	2635	SHERATON GATEWA	467.48
77836	12/16/15	2676	SMART AND FINAL	628.89
77837	12/16/15	3837	SONSRAY MACHINE	49.48
77838	12/16/15	2719	SPARKLETTS	20.15
77839	12/16/15	2737	STAPLES INC	732.75
77840	12/16/15	3729	SUNBELT RENTALS	370.43
77841	12/16/15	2838	THEMATIC ATTIC	36.96
77842	12/16/15	2852	THREE VALLEY MU	127,789.06
77843	12/16/15	2855	TIME WARNER CAB	557.51
77844	12/16/15	2954	URBAN GRAFFITI	6,000.00
77845	12/16/15	2957	US IDENTIFICATI	89.92
77846	12/16/15	2999	VERIZON CALIFOR	1,507.13
77847	12/16/15	3001	VERIZON WIRELES	4,896.77
77848	12/16/15	3004	VICTORY EXTERMI	25.00
77849	12/16/15	3023	VULCAN MATERIAL	539.13
77850	12/16/15	3070	WEST COAST ARBO	8,168.25
77851	12/16/15	3102	WILLDAN FINANCI	15,373.50
77852	12/16/15	3134	XEROX CORPORATI	456.11
77853	12/16/15	3135	XO COMMUNICATIO	4,716.97
77854	12/16/15	3137	Y TIRE SALES	516.68
77855	12/16/15	3152	YWCA	2,476.10
77856	12/17/15	68	AFLAC	3,690.11
77857	12/17/15	69	AFSCME	800.00
77858	12/17/15	487	CalPERS	59,628.08
77859	12/17/15	3846	CLEA	477.75
77860	12/17/15	3846	CLEA	110.25
77861	12/17/15	775	COVINA POLICE A	2,700.00
77862	12/17/15	789	COVINA-FSA, CIT	985.22
77863	12/17/15	878	DELTA DENTAL OF	7,199.18
77864	12/17/15	1106	FRANCHISE TAX B	250.00
77865	12/17/15	1106	FRANCHISE TAX B	125.00
77866	12/17/15	1247	GREAT WEST LIFE	4,710.10
77867	12/17/15	3795	LEGAL SHIELD	252.56
77868	12/17/15	2234	PERS	141,954.25
77869	12/17/15	2235	PERS LONG TERM	136.57
77870	12/17/15	2946	UNITED WAY OF G	17.50
77871	12/17/15	3014	VISION SERVICE	751.60
77872	12/17/15	4255	VOYA FINANCIAL	4,415.20
77873	12/17/15	3764	WAGeworks	22.00

CITY OF COVINA
Check Register
DEC. 11 - DEC. 30, 2015

77874	12/17/15	3045	WASHINGTON NATI	76.18
77875	12/23/15	26	ABSOLUTE SECURI	3,693.24
77876	12/23/15	158	AMERICAN TRAFFI	16,185.00
77877	12/23/15	160	AMERICAN WEST C	75.00
77878	12/23/15	219	AT&T	181.87
77879	12/23/15	339	BERT'S MEGA MAL	70.07
77880	12/23/15	3771	BLACK & WHITE E	276.88
77881	12/23/15	4279	BOSS JANITORIAL	3,786.00
77882	12/23/15	411	BRODART CO	138.70
77883	12/23/15	430	BUILDING ELECTR	75.00
77884	12/23/15	536	CARQUEST AUTO P	138.17
77885	12/23/15	547	CASA MORENO RES	1,800.00
77886	12/23/15	568	CAT SPECIALTIES	362.12
77887	12/23/15	587	CDW GOVERNMENT	413.43
77888	12/23/15	600	CERTIFIED UNDER	56.03
77889	12/23/15	4388	CHINO SHORT LOA	818.59
77890	12/23/15	3736	CHRISTIAN BROTH	335.40
77891	12/23/15	649	CINTAS CORP #69	991.39
77892	12/23/15	654	CITRUS CAR WASH	148.75
77893	12/23/15	656	CITRUS VALLEY F	65.50
77894	12/23/15	4352	COLLIERS INTERN	5,075.00
77895	12/23/15	703	COMBINED GRAPHI	247.43
77896	12/23/15	710	COMMUNICATIONS	671.59
77897	12/23/15	720	COMPUTER SERVIC	3,446.00
77898	12/23/15	730	CONTEMPORARY IN	156.00
77899	12/23/15	749	COUNSELING TEAM	600.00
77900	12/23/15	766	COVINA DISPOSAL	12,240.19
77901	12/23/15	4268	COVINA LAWN MOW	18.71
77902	12/23/15	4268	COVINA LAWN MOW	33.76
77903	12/23/15	783	COVINA WATER	805.12
77904	12/23/15	835	D & D GOLF CARS	70.00
77905	12/23/15	878	DELTA DENTAL OF	73.76
77906	12/23/15	878	DELTA DENTAL OF	244.04
77907	12/23/15	896	DH MAINTENANCE	6,514.29
77908	12/23/15	956	DYNO TUNE	1,870.00
77909	12/23/15	962	EAST DISTRICT SUPERIOR COURT	7,317.00
77910	12/23/15	964	EBSCO SUBSCRIPT	3,365.00
77911	12/23/15	970	EDISON CO	1,745.59
77912	12/23/15	3584	ENTERPRISE SECU	600.00
77913	12/23/15	4332	ERIC ARROYO	1,350.00
77914	12/23/15	1025	EVANS, LISA	475.05
77915	12/23/15	1055	FEDEX	68.57
77916	12/23/15	1156	GAS COMPANY, TH	2,662.07
77917	12/23/15	1204	GOLDEN STATE WA	57.20

CITY OF COVINA
Check Register
DEC. 11 - DEC. 30, 2015

77918	12/23/15	1235	GRAINGER	829.77
77919	12/23/15	1241	GRAND PRINTING	2,236.96
77920	12/23/15	1352	HINDERLITER DEL	67,539.31
77921	12/23/15	1361	HOLLIDAY ROCK C	2,181.63
77922	12/23/15	1428	INGRAM DIST GRO	31.15
77923	12/23/15	1437	INTER-CON SECUR	5,154.53
77924	12/23/15	3749	JCL BARRICADE C	6,310.50
77925	12/23/15	1484	JEFFERSON SIGN	366.24
77926	12/23/15	3731	JUNIOR LIBRARY	96.74
77927	12/23/15	1547	KELLY PAPER CO	797.74
77928	12/23/15	1561	KEYSTONE UNIFOR	564.25
77929	12/23/15	1615	LA CNTY MTA	640.00
77930	12/23/15	1633	LACPCA	500.00
77931	12/23/15	4341	Landcare	8,346.46
77932	12/23/15	1663	LAW ENFORCEMENT	55.00
77933	12/23/15	1694	LEWIS ENGRAVING	228.90
77934	12/23/15	1709	LIFEGUARD STORE	123.27
77935	12/23/15	1754	LOWE'S COMPANIE	411.62
77936	12/23/15	1924	MILLERS & ISHAM	1,023.17
77937	12/23/15	1933	MISSION LINEN S	22.14
77938	12/23/15	4406	MORITA, DUANE A	3,277.50
77939	12/23/15	3867	NATIONAL PEN CO	147.71
77940	12/23/15	2104	OFFICE DEPOT	116.58
77941	12/23/15	4201	OFFICE TEAM	800.64
77942	12/23/15	99999	ANTHONY DITROIA	345.00
77943	12/23/15	99999	BRANDY ARIAS	6.66
77944	12/23/15	99999	BRIAN DEWOLF	13.81
77945	12/23/15	99999	JEFFREY BRACKEN	142.67
77946	12/23/15	99999	LAURA ESPINOZA	32.00
77947	12/23/15	99999	LYNN MACKAY	45.00
77948	12/23/15	99999	ROBERT LINDSEY	232.90
77949	12/23/15	99999	SARO DIMITIAN	27.25
77950	12/23/15	4177	PETTY CASH	277.58
77951	12/23/15	2277	POLLARDWATER DO	59.30
77952	12/23/15	2299	PRESENTA PLAQUE	229.45
77953	12/23/15	2309	PROFESSIONAL AC	538.00
77954	12/23/15	50	PROGREEN BLDG M	1,543.10
77955	12/23/15	4384	RAY ALLEN MANUF	871.49
77956	12/23/15	2415	REPUBLIC MASTER	367.58
77957	12/23/15	2415	REPUBLIC MASTER	169.23
77958	12/23/15	3796	RICHARD, WATSON	354.50
77959	12/23/15	2444	RIO HONDO COLLE	276.30
77960	12/23/15	2489	ROTO ROOTER SER	475.00
77961	12/23/15	2516	SAFEGUARD	1,755.66

CITY OF COVINA
 Check Register
 DEC. 11 - DEC. 30, 2015

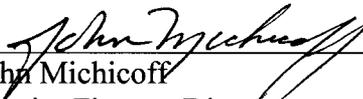
77962	12/23/15	2546	SAN GABRIEL VAL	178.76
77963	12/23/15	4389	SOCIAL VOCATION	969.00
77964	12/23/15	2714	SOUTHERN CA GAS	575.00
77965	12/23/15	4410	STEARNS, AVA Y	204.68
77966	12/23/15	3729	SUNBELT RENTALS	394.58
77967	12/23/15	3185	TOSHIBA FINANCI	1,872.31
77968	12/23/15	2886	TRADEWAY GLASS	359.90
77969	12/23/15	2903	TRI-XECUTEX COR	80.00
77970	12/23/15	2935	UNDERGROUND SER	132.00
77971	12/23/15	2954	URBAN GRAFFITI	3,505.76
77972	12/23/15	2955	US BANK	1,365.00
77973	12/23/15	2958	US POSTMASTER	4,500.00
77974	12/23/15	2980	VARGAS, MONICA	15.99
77975	12/23/15	2999	VERIZON CALIFOR	1,009.29
77976	12/23/15	3014	VISION SERVICE	19.06
77977	12/23/15	3014	VISION SERVICE	63.78
77978	12/23/15	3023	VULCAN MATERIAL	130.16
77979	12/23/15	3043	WARREN DISTRIBU	238.67
77980	12/23/15	3070	WEST COAST ARBO	3,143.75
77981	12/23/15	3078	WEST PAYMENT CE	295.35
77982	12/23/15	3080	WESTERN EMULSIO	338.68
77983	12/23/15	3082	WESTERN WATER W	750.64
77984	12/23/15	3132	WRIGHT DESIGNS	245.25
77985	12/23/15	3137	Y TIRE SALES	196.55

subtotal checks	\$ 1,674,963.97
subtotal payroll	\$ 541,342.86
subtotal voids	\$ (7,575.16)
subtotal Worker's Compensation	\$ 18,331.25

TOTAL checks/EFTs **\$ 2,240,079.85**

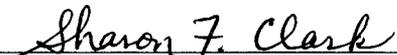
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, John Michicoff, being first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina Accounts Payable for 12/11 – 12/30/15; Payroll for 12/17/15; Worker’s Compensation and voids for 12/11 – 12/30/15; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



John Michicoff
Interim Finance Director

Subscribed and sworn to before me
this 7th day of January, 2016



Sharon F. Clark
Chief Deputy City Clerk

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**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY**

AGENDA REPORT

ITEM NO. CC 3

MEETING DATE: January 19, 2016

TITLE: Payment of Demands

PRESENTED BY: John Michicoff, Interim Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$ 60,931.69

BACKGROUND:

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

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		
Dec. 11 - Dec. 30, 2015	Checks 1264-1268	\$50,273.79
 <u>PAYROLL</u>		
Dec. 17, 2015		\$10,657.90
 <u>VOIDS</u>		
	GRAND TOTAL:	\$60,931.69

DISCUSSION:

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 15/16 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,



 John Michicoff
 Interim Finance Director

ATTACHMENTS:

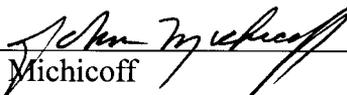
Attachment A: Check Register

SUCCESSOR AGENCY TO THE
 COVINA REDEVELOPMENT AGENCY
 Check Register
 Dec. 11 - Dec. 30, 2015

Check #	Check Date	Vendor	Name	Amount
1264	12/16/15	766	COVINA DISPOSAL	81.15
1265	12/16/15	896	DH MAINTENANCE	95.00
1266	12/16/15	2452	RJS FINANCIAL	49,840.00
1267	12/16/15	2999	VERIZON CALIFOR	81.56
1268	12/16/15	3135	XO COMMUNICATIO	176.08
			<i>subtotal checks</i>	<i>\$50,273.79</i>
			<i>subtotal Payroll</i>	<i>\$10,657.90</i>
			TOTAL CHECKS/EFT's	\$60,931.69

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

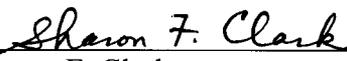
I, John Michicoff, first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency Accounts Payable for 12/11 – 12/30/15 and Payroll for 12/17/15; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



John Michicoff
Interim Finance Director

Subscribed and sworn to before me

this 7th day of January, 2016



Sharon F. Clark
Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 4

MEETING DATE: January 19, 2016

TITLE: Department of Public Works to Spend Over \$10,000, Not to Exceed \$25,000 for Supplies, Services, and Equipment in Certain Instances

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Receive and file this informational report.

BACKGROUND:

With the recent change in management and departure of long-term personnel, the Department of Public Works is systematically reviewing operational practices for compliance with the Covina Municipal Code and other applicable rules and regulations. One such area of assessment involves review of procurement processes and compliance with Chapter 2.20 (Purchasing Division) of the Covina Municipal Code (CMC), wherein the need to initiate competitive selection processes for the procurement of various goods and services is evident. As key management vacancies are filled, this will be a priority as the department prepares for fiscal year 2016-17.

DISCUSSION:

CMC Section 2.20.060 (Purchase Orders) allows the City Manager to authorize purchases and contracts for supplies, services, and equipment with an estimated value of \$25,000 or less. The City Council shall authorize purchases and contracts for supplies, services, and equipment with an estimated value greater than \$25,000. This may be a single purchase or aggregate purchases with one vendor for the year.

CMC Section 2.20.170 (Informal Bid Procedure) provides that the purchase of supplies, services, and equipment of an estimated value greater than \$10,000 and equal or less than \$25,000 may be made utilizing informal bids without observing the formal bid procedure prescribed by CMC 2.20.090 through 2.20.160.

The Department of Public Works may exceed \$10,000, but not exceed \$25,000, in aggregate purchases by the end of the fiscal year with certain vendors, as reflected in Attachment A. In anticipation of this possibility, the department has requested and received City Manager authority to continue to utilize the vendors listed in Attachment A if expenditures exceed \$10,000, but not to exceed \$25,000, for the remainder of fiscal year 2015-16. To enhance transparency and competitiveness, the department will informally bid or use cooperative procurement methods for these goods and services in fiscal year 2016-17 and beyond.

FISCAL IMPACT:

There is no fiscal impact associated with this item. Approval of this item does not increase appropriations. All expenditures will be within the amount budgeted in the Fiscal Year 2015-16 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Department of Public Works Listing of Vendors That May Exceed \$10,000, but Not Exceed \$25,000, in Aggregate Purchases by the End of the Fiscal Year

Department of Public Works

Listing of Vendors That May Exceed \$10,000, but Not Exceed \$25,000, in Aggregate Purchases by the End of the Fiscal Year

Vendors	Description	Account No.	Explanation	Purchase Order No.	YTD Expenditures thru 12/31/15	FY 2016-17 Strategy
1 Grainger	Small parts, tools and electrical supplies, used by Street, Equipment, Water, Building Maintenance and Park Maintenance Divisions	7010-6010-53650 7010-6010-54670 1010-0930-54990	Public Works assumed responsibility for Park Maintenance in August 2015, which may increase purchases from this supplier	21600090	\$4,064.44	Bid
2 Holliday Rock Co. Inc.	Concrete to repair City sidewalks and streets, used by Street and Water Divisions	6010-5080-54740 1010-2200-52412	May exceed limit based on year-to-date activity and possible El Nino impacts	21600154	\$8,167.99	Bid
3 Inland Water Works	Fire hydrants, valves and other water equipment, used by Water Division	6010-5080-52429 6010-5080-52424	May exceed limit based on year-to-date activity, and increases in material costs	21600135	\$2,941.91	Bid
4 Landscape Warehouse	Irrigation controllers, actuator valves and control valves, used by Water, Street, and Park Maintenance Divisions	1010-2200-52320	Public Works assumed responsibility for Park Maintenance in August 2015, which may increase purchases from this supplier	21600060	\$6,000.00	Bid
5 Multi W Systems	Swimming pool, lift station, and other pump repairs, used by Sewer and Park Maintenance Divisions	6300-2700-52420 1010-AQ06-52490	May exceed limit based on year-to-date activity, which has been higher than in previous years (Jalapa Lift Station emergency repairs approved by Council on 11/3/15) and assumption of responsibility for Park Maintenance	21600328	\$9,106.49	Bid
6 One Stop Shop	Auto body repairs for City vehicles	7010-6010-52450	May exceed limit depending upon vehicle collisions/accidents	21600109	\$3,966.36	Bid

Department of Public Works
Listing of Vendors That May Exceed \$10,000, but Not Exceed \$25,000, in Aggregate Purchases by the End of the Fiscal Year

	Vendors	Description	Account No.	Explanation	Purchase Order No.	YTD Expenditures thru 12/31/15	FY 2016-17 Strategy
7	Short Load Concrete	Concrete for street repairs, used by Street and Water Divisions	1010-2200-52412	May exceed limit based on year-to-date activity and possible El Nino impacts	21600422	\$1,175.02	Bid
8	United Water Works	Fire hydrants, valves and other water equipment, used by Water Division	6010-5080-52424	May exceed limit based on year-to-date activity, and increases in material costs	21600136	\$8,431.60	Bid
9	Vulcan	Asphalt and sand to repair City streets, used by Street and Water Divisions	6010-5080-54740	May exceed limit based on year-to-date activity and possible El Nino impacts	21600182	\$4,854.98	Bid
10	Western Water Works	Fire hydrants, valves and other water equipment, used by Water Division	6010-5080-52428 6010-5080-52424 6010-5080-54850	May exceed limit based on year-to-date activity, and increases in material costs	21600171	\$9,627.04	Bid
11	Y Tire Sales	Tires purchases and replacements for all City vehicles	7010-6010-52450 7010-6010-54690	May exceed limit based on year-to-date activity, cost of commodity, and amount of tire replacements required	21600094	\$2,925.36	State-wide Joint Purchasing Agreement for Tires



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 5

MEETING DATE: January 19, 2016

TITLE: Second reading and adoption of Ordinance No. 16-2049 amending the official zoning map of the City by changing the zoning designation from “R-1-7500 (Single Family)” to “RD-3000 (Multiple Family) with Planned Community Development Overlay” and “R-R (Recreation Residential)” for property generally located at 800 North Banna Avenue – APN: 8427-003-901

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION: Conduct second reading and adopt **Ordinance No. 16-2049** amending the official zoning map of the City by changing the zoning designation from “R-1-7500 (Single Family)” to “RD-3000 (Multiple Family) with Planned Community Development Overlay” and “R-R (Recreation Residential)” for property generally located at 800 North Banna Avenue – APN: 8427-003-901.

BACKGROUND:

On January 5, 2016, the City Council held a public hearing to consider the proposed project known as “One Charter Oak” which consisted of 63 single-family lots on 6.15 acres and a proposed public park on approximately 2 acres for property generally located at 800 North Banna Avenue. The City Council, after receiving the staff report, applicant’s presentation and testimony from both opponents and proponents of the proposed project, concluded the public hearing. The City Council deliberated on the merits of the proposed project, determined that the benefits outweigh the costs, and unanimously approved the project at a 5-0-0 vote. Attachment B is a copy of the January 5, 2016 Agenda Report for Council reference.

DISCUSSION:

The approval of the proposed project included the following land use entitlements:

1. Adopted a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the proposed project;
2. Approved a General Plan Amendment to change the land use designation from “School” to “Medium Density Residential (6.1-14 dwelling units per acres)” for 6.15 acres and from “School” to “Park” for approximately 2 acres;
3. Approved a Zone Change to change the zoning from “R-1-7500 (Residential Single-Family)” to “RD-3000 (Residential Multiple-Family) with Planned Community Overlay Zone” for 6.15 acres and from “R-1-7500 (Residential Single-Family)” to “R-R (Residential Recreation)” for approximately 2 acres;

4. Approved a Planned Community Development Overlay District creating flexible development standards for the subdivision of 63 single-family lots;
5. Approved a Tentative Tract Map (TTM 73455) for the subdivision of the 63 lots;
6. Approved a Site Plan Review for the development of the site into 63 lots with house products;
7. Approved a Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC for the purchase of 1.4 acres for a public park; and
8. Approved a Development Agreement for the purchase of the 1.4 acres land for a public park and for One Charter Oak, LLC to dedicate 0.57 acre of land for a public park.

The approval of the Zone Change (ZCH) 15-001 requires the adoption of Ordinance No. 16-2049 where the City Council introduced the first reading at the January 5, 2016 meeting. An Ordinance requires a second reading to be adopted by the City Council as follows:

Ordinance No. 16-2049 amending the official zoning map of the City by changing the zoning designation from “R-1-7500 (Single Family)” to “RD-3000 (Multiple Family) with Planned Community Overlay Zone” for 6.15 acres and from “R-1-7500 (Single Family)” to R-R (Residential Recreation) for approximately 2 acres.

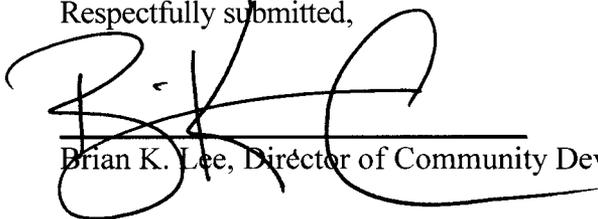
FISCAL IMPACT:

There is no fiscal impact for the second reading of the attached Ordinance.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

A second reading of the Ordinance is exempt from CEQA.

Respectfully submitted,



Brian K. Lee, Director of Community Development

ATTACHMENTS:

Attachment A: Ordinance No. 16-2049

Attachment B: January 5, 2016 Agenda Report, Item PH 2 (without attachments)

ATTACHMENT A

ORDINANCE NO. 16-2049

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING DESIGNATION FROM “R-1-7500, SINGLE FAMILY” TO “RD-3000 (MULTIPLE FAMILY) – PLANNED COMMUNITY DEVELOPMENT OVERLAY” AND “PARK” FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901

WHEREAS, in July 2014, the property owner, Charter Oak Unified School District, approved a purchase agreement with Sheldon Development Group for the sale and development of the Project site generally located at 800 N. Banna Avenue; and

WHEREAS, in April 2015, Sheldon Development Group (the Applicant”) submitted an application for Zone Change ZCH 15-001 to change the zoning of the property located at 800 N. Banna Avenue from R-1-7,500 Single-Family to RD (Multiple Family) to develop a 108-unit single-family residential subdivision; and

WHEREAS, in May 2015, a Mitigated Negative Declaration for an initial 108-unit single-family residential subdivision project circulated for 30 days; receiving six agency comment letters. On May 13, the City of Covina held a neighborhood meeting; and on June 17, 2015, City staff met with a small group of residents representing a larger group of residents to discuss the proposed 108-unit single-family residential subdivision; and

WHEREAS, in September 2015, the Applicant revised the proposed development in response to community concerns, resulting in a smaller project consisting of 63 residential units and an approximately 2-acre public park. Hereinafter in this Ordinance the subject Zone Change request is referred to as “the Project;” and

WHEREAS, in September 2015, the Applicant held two informational and community meetings (on a Saturday morning and Monday evening) at the Charter Oak High School to present the revised plans to residents within the surrounding neighborhood and the City held a combined Planning Commission study session/neighborhood meeting of the revised development plans to present the Planning Commission with a brief background and overview of the Project, and allow the community to comment further on the Project; and

WHEREAS, from October 30 through November 30, 2015, a Revised Mitigated Negative Declaration was recirculated for 30 days; no comments were received from the public; and

WHEREAS, on December 8, 2015, at a duly noticed public hearing as prescribed by law, the Planning Commission considered the Project and any comments received prior to or at the public hearing, at which time the City staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to the Project and the Mitigated

ATTACHMENT A

Negative Declaration, and the Mitigation Monitoring and Reporting Program. Following consideration of the entire record of information received at the public hearing and due consideration of the Project, the Planning Commission found that there is not substantial evidence that the Project will have a significant effect upon the environment and adopted Resolution No. 15-2015-023 PC, incorporated herein by this reference, recommending that the City Council certify and adopt Mitigated Negative Declaration prepared for the Project.

WHEREAS, on January 5, 2016, the City Council of the City of Covina held a public hearing to review the Project pursuant to the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. (“CEQA”), and the State CEQA Guidelines, 14 C.C.R. § 15000 et seq.

WHEREAS, upon the close of the public hearing, the City Council adopted Resolution No. 16-7445, adopting the Mitigated Negative Declaration and adopting a Mitigation Monitoring and Reporting Program for the Project. Resolution No. 16-7445 and the findings therein are hereby incorporated by this reference as though set forth in full.

WHEREAS, on January 5, 2016, the City Council of the City of Covina considered the proposed Project including General Plan Amendment (GPA) No. 15-001, Planned Community Development Overlay District (PCD) No. 15-001, Tentative Tract Map (TTM) 73455, Site Plan Review (SPR) No. 15-001, a Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC, a California Limited Liability Company for the purchase of 1.4 acres of property generally bounded by Banna Avenue to the West, Cypress Street to the North, Kidder Avenue to the East and the Larger Parcel generally at 800 North Banna Ave to the south, as described in Parcel 1 (Purchase Parcel) of Exhibit A and Exhibit B of the Agreement, a Development Agreement (DA) No. 15-001, and a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program at a duly noticed public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project, the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, prior to and at the public hearing.

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

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Ordinance.

SECTION 2. After giving full consideration to all evidence presented at the public hearing, both oral and documentary, and after being fully informed, said City Council does hereby find and decide that this Zone Change is consistent with the public interest and with the City’s General Plan for the follow reasons:

- a. The Project site (8427-003-901) is an underutilized property located within a residential area of the City and was originally developed as an elementary school. The

ATTACHMENT A

site has not been used as a school for approximately 15 years and is currently leased to the Vision of Faith International Church. There are six single-story classroom and administration buildings, two restroom buildings, a parking lot, playground facilities, and field areas that currently occupy the site. The structures are nearing the end of their useful lifespan without needed significant investment and much of the 8-acre site is vacant and unused. The General Plan seeks to facilitate, through zoning provisions and applicable procedures, infill development, development of now-underutilized or vacant parcels, and, where necessary, redevelopment of deteriorating properties, particularly for housing creation and rehabilitation and economic development purposes. This project site is a unique opportunity for the redevelopment of an underutilized site for infill development and the creation of housing within an existing single-family residential neighborhood. (Land Use Element Section III – Goals, Objectives and Policies C-1a (6))

- b. The single-family residences proposed as part of the Project will be set back a minimum of 13 feet and provide aesthetic architectural treatments and landscaping within the site and along the perimeter of the site along the boundaries of the existing single-family neighborhoods. In addition, there is a two-acre park to be dedicated to the City, which will provide a buffer and transition between the Project and the existing surrounding land uses. By this proposed design, the Project is consistent with the General Plan policy that requires that new medium- to high-density residential projects, when adjacent to single-family residences, to incorporate sufficient physical and visual buffers to ensure compatibility. Such buffers shall include, but not be limited to, building setback and architecture, landscaping, walls, and other physical and aesthetic elements and shall adequately protect the single family residences or sensitive uses from noise, light, trash, vehicular traffic, and other visual and environmental disturbances. (Land Use Element Section III – Goals, Objectives and Policies C-1a (7))
- c. The Project supports the General Plan by developing an underutilized infill site in an established single-family neighborhood with compatible low-rise, owner-occupied, detached single-family homes. The Project will result in the construction of owner-occupied housing and protect the existing surrounding single-family neighborhoods from incompatible encroachments and land uses with the establishment of a new single-family development. The Project also addresses the deficiency in parkland by dedicating approximately two acres of the site for the development of a neighborhood park. (Land Use Element Section III – Goals, Objectives and Policies C-1a (10), C-1a(27), C-2a(1), C-2a(4), C-2a(5) and C-2a(8))
- d. The creation and adoption of a PCD is an implementation tool of the General Plan, which allows a more flexible application of development standards. A PCD is permitted when the Applicant can demonstrate that the Project will maintain compatibility with existing surrounding uses and consistency with the General Plan. The adoption of the PCD land use category would ensure compatibility with surrounding land uses and further the policies identified in the City's General Plan. (Land Use Element Section III – Goals, Objectives and Policies C-1a (25))

ATTACHMENT A

- e. The establishment of a new single family development on this site furthers the General Plan Policy that requires only single-family detached residences to be developed on large, underutilized single-family or “R-1”-designated parcels, in single-family detached neighborhoods, to ensure land use compatibility. (Land Use Element Section III – Goals, Objectives and Policies C-2a (11))
- f. The Project would include reconstruction of the existing public sidewalk around the external perimeter of the Project site, including a landscaped parkway according to the City’s requirements. Additionally, the east leg of the Glendora Avenue/Colver Place intersection will be restriped to provide two westbound approach lanes and one eastbound return lane. The westbound approach will be striped to have a shared left plus through lane, and a dedicated right turn lane. The additional westbound lane approach would improve vehicle delays and levels of service at the intersection. As part of the Project, a crosswalk will be installed across Cypress Street on the west leg of the intersection of Kidder Avenue/Cypress Street. This improvement would provide for enhanced sight distance for pedestrians and bicyclists on the east side of the existing Metrolink train crossing. These requirements further the General Plan Policy that requires developers to mitigate development impacts in the form of street improvements and public dedications as well as other reasonable requirements. (Land Use Element Section III - Goals, Objectives and Policies C-1a (26))
- g. The residential component would provide needed housing to enable the City to provide dwelling units according to the Regional Housing Needs Assessment (RHNA) under the Housing Element of the General Plan. The proposed 63 dwelling units would contribute to the City’s remaining unmet need for 991 housing units, reducing the unmet housing need in the City by more than 6 percent. The Housing Element requires the City to adopt policies and practices that encourage the development of housing in the community, which has also been declared to be a matter of Statewide policy. (Covina Draft Housing Element Update, dated November 15, 2010).

SECTION 3. In consideration of the findings stated above, the City Council of the City of Covina does hereby approve Zone Change ZCH 15-001 and rezone the following described real property in the City of Covina, County of Los Angeles, California, as follows:

- a. Assessor’s Parcel Map number 8427-003-901, is rezoned from “R-1-7,500, Single Family” to “RD-3000 (Multiple Family) – Planned Community Development Overlay” for 6.15 acres of the Project site generally located at the southern larger portion of the parcel and generally bounded by Banna Avenue, Colver Place and Kidder Avenue; and
- b. Assessor’s Parcel Map number 8427-003-901, is rezoned from “R-1-7,500, Single Family” to Residential Recreation (RR) for approximately 2 acres of the Project site generally located at the northern portion of the parcel and generally bounded by

ATTACHMENT A

Banna Avenue, Cypress Street and Kidder Avenue.

SECTION 4. The documents and materials that constitute the record of proceedings on which these findings and this Ordinance are based are located at the City Clerk’s office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

SECTION 5. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Covina hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6. This Ordinance shall become effective within thirty (30) days after its adoption.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary of thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Covina.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall enter the same in the Book of Original Ordinances.

SIGNED AND APPROVED this 19th day of January, 2016.

JOHN C. KING, MAYOR

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

ATTACHMENT A

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 16-2049 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 19th day of January 2016, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

MEETING DATE: January 5, 2016

TITLE: **Public Hearing to consider a General Plan Amendment (GPA) 15-001, a Zone Change (ZCH) 15-001, a Planned Community Development Overlay District (PCD) 15-001, a Tentative Tract Map (TTM) 73455, a Site Plan Review (SPR) 15-009, a Purchase and Sale Agreement between the City of Covina and One Charter Oak, LLC, a Development Agreement (DA) 15-001 for a proposed 63-lot single-family residential subdivision and public park on an 8.15 acre site at 800 North Banna Avenue - APN: 8427-003-90 and a related Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program.**

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION:

- 1) City Council open public hearing, consider public testimony, and close the public hearing; and
- 2) After the close of the public hearing, if the City Council wishes to approve the land use entitlements, staff recommends that the Council make motions and take the actions in the order as listed below:
 - (a) Adopt **Resolution No. 16-7445** adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program with the mitigation measures contained therein; and
 - (b) Adopt **Resolution No. 16-7446** approving General Plan Amendment (GPA) No. 15-001; and
 - (c) Adopt **Ordinance No. 16-2049** approving Zone Change (ZCH) No. 15-001 by ordinance; and
 - (d) Adopt **Ordinance No. 16-2050** approving Planned Community Development Overlay District (PCD) No. 15-001; and
 - (e) Adopt **Resolution No. 16-7447** approving Tentative Tract Map (TTM) 73455, subject to conditions of approval; and
 - (f) Adopt **Resolution No. 16-7448** approving Site Plan Review (SPR) No. 15-001, subject to conditions of approval.
 - (g) Approve Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC, a California Limited Liability Company for the purchase of 1.4 acres of property generally bounded by Banna Avenue to the West, Cypress Street to the North, and Kidder Avenue to the East.

BACKGROUND:

In July 2014, Charter Oak Unified School District approved a purchase agreement with the developer, Sheldon Development Group, for the development of the project site. The developer initially submitted plans in April 2015 for a 108-unit subdivision on the 8.15-acre site, for a density of approximately 13.3 units per acre. After a neighborhood meeting and a public review period for the Initial Study/Mitigated Negative Declaration (IS/MND), the applicant resubmitted revised plans in September 2015 to respond to community comments and concerns. The revised plans resulted in a 63-unit subdivision on 6.15 acres of the site, a public park reserved for 2 acres of the site, which is a significant redesign of the site. The redesign of the project provides improved compatibility with the surrounding neighborhood, reduced the traffic impacts, and other impacts. Details of the project setting, project description, comments and changes to the plans as well as the findings for each of the land use entitlements are provided in Attachment G, Planning Commission Staff Report.

The City held a combined Planning Commission study session/neighborhood meeting of the revised development plans on September 29, 2015. Comments received addressed a continued concern with the proposed density, traffic, safety, park maintenance, architectural style and scale, and construction-related concerns because of noise, dust and rodents. A revised MND was circulated to the public for review and comment beginning October 30 and ending November 30, 2015. One comment letter was received. A summary of comments and responses are provided in Attachment F, Final MND (Section 6.0).

DISCUSSION:

On December 8, 2015, the Planning Commission conducted a public hearing to consider the proposed project. Staff provided a presentation that summarized the background and details of the proposed project, including all of the findings associated with each entitlement application. The applicant also presented and shared a video of neighbors voicing support for the project. During the public hearing, seven speakers spoke in favor of the project and three spoke in opposition to the project. Public concerns related to density, scale of the units and overall compatibility with the surrounding neighborhood, loss of street parking, traffic, pest and dust impacts during construction and future planning of the park.

After the conclusion of the public hearing, the Planning Commission discussed the proposed project and asked questions of Staff related to the public concerns voiced during the public hearing. Staff responses to the Planning Commission questions and the concerns from the speakers at the public hearing are as follows:

Density, Scale and Compatibility with the Surrounding Neighborhood. Initially the proposed project contained 108 units and a density of 13.3 units per acre, with a combination of two and three-story homes. The applicant significantly reduced the density to 63 units, or 7.7 units per acre, and converted all units to two stories. The proposed density is consistent with the Medium Density Residential designation, which allows a density of 6.1-14 units per acre, and provides an appropriate transition between the school and busy arterial of Cypress Avenue and the lower-density neighborhoods to the south. The applicant also improved compatibility with the neighborhood by orienting units towards the street, compared to the initial submittal, which surrounded the

development with a wall and turned units inward towards a private residential subdivision. Furthermore, while surrounding homes are one story in height, the proposed project incorporates smaller lot sizes (an average of 3,883 square feet), which reduces the size of homes, and steps back upper stories to soften the massing of the units. Staff and the Planning Commission determined that the improvements sufficiently addressed concerns and achieved a more compatible and appropriate development that fits within the context of the existing neighborhood.

Traffic. To address potential traffic concerns, the density of the project was reduced and new design features have been incorporated consisting of restriping along Colver Place and adding a new crosswalk on Cypress Street. While some on-street parking will be lost due to the new single-family homes and associated driveways, all units will have a 2-car garage and driveway on which to park their cars, and additional street parking is provided on internal private streets. Therefore, traffic and parking impacts have been minimized.

Construction Impacts. Staff included a condition of approval to address any short term impacts to the surrounding properties with a Construction Mitigation Plan, which addresses such things as site supervision, delivery/haul route and traffic control, construction parking, noise reduction, etc. At least one on-site security guard shall be provided 24 hours 7 days a week for preventing nuisance problems for the duration of the construction of the project. At the public hearing, the Planning Commission further added two conditions of approval to address the dust control and pest control during construction. The applicant will be required to submit a pest control plan for review and approval prior to issuance of grading permits; and the pest control plan shall be implemented for the duration of the construction for the project. In addition, the applicant shall work with the homeowners on Kidder Avenue, Banna Avenue and Colver Place adjacent to the project site and address and resolve any nuisance problems of dust control as a result of the construction on the project site.

Future Park. During the December 8, 2015 Planning Commission public hearing, one of the public comments received expressed concerns with the design and use of the future public park component. As expressed at the December 8, 2015 Planning Commission public hearing, the design intent of the future public park is to be a “passive park”, in that no active recreational facilities and uses are envisioned. Typically, a “passive park” includes features such as walking paths, outdoor exercise stations, drought-tolerate landscaping, benches and trash receptacles.

Upon the acquisition of the future public park land, City staff will prepare a work plan which will include elements such as: public/community outreach and workshops, conceptual design preparation, park development cost estimates, park cost funding sources and a project timeline. At this time, it is estimated the initial public outreach/workshops will commence in the Spring of 2016.

Acquisition of 1.4 Acres for the Future Park. In regard to the acquisition of the public park land, the public park will consist of two (2) parcels. The first parcel will be approximately .57 acres in size. The .57 acre parcel is the land area the developer will be dedicating to the City of Covina pursuant to the Quimby requirement. The second parcel will measure in size of approximately 1.4 acres. The second parcel will be purchased by the City of Covina. The combined land area of the future public park is approximately 1.97 acres. Included with this staff reports is a Purchase and Sale Agreement between the City of Covina and One Charter Oak, LLC (Attachment X) for the acquisition of the

approximate 1.4 acres of park land. The other January 5, 2016 City Council agenda item is a Budget Amendment and City Council Resolution amending the Fiscal Year 2015-2016 to create the funding capability to purchase the aforementioned approximately 1.4 acre park land.

Overall, the proposed project provides a benefit to the community by supporting important policies of the Covina General Plan. Covina takes pride in the quality of its residential neighborhoods and the predominantly single-family character. The General Plan seeks to retain that primary character while also providing for a variety of housing densities. Diversity of housing types is important for long-term sustainability of the community. Furthermore, the General Plan encourages the development of underutilized infill sites where they are largely surrounded by other residential developments to maximize efficient use of existing infrastructure and to meet housing demand.

The proposed change in land use designation from School to Medium Residential Density (6.1-14 dwelling units per acre) will allow a wide range of housing types. The lower range of intensity (6.1-10 dwelling units per acre) is characterized by detached or attached housing structures such as small-lot subdivisions, single-unit zero-lot-line homes, cluster and patio homes. The higher range of intensity (10.1-14 dwelling units per acre) is characterized by duplexes and triplexes, and attached townhouse-type developments. Typically higher building intensity is more appropriate adjacent to parks, along transit routes and arterial roads. Therefore, the Medium Residential Density designation serves as an appropriate buffer (transition of density) between low-density residential areas. The proposed project would develop an underutilized infill site in an established single-family neighborhood with compatible low-rise, owner-occupied, detached single-family homes. The homes will be set back from the property line ranging from a minimum of 13 feet to 23 feet and be provided with aesthetic architectural treatments and landscaping. The proposed project also addresses the deficiency in parkland by setting aside two acres for the development of a neighborhood park. The project would also contribute 63 housing units to the City's remaining unmet need for 991 housing units, reducing the unmet need by more than 6 percent (Covina Draft Housing Element Update, dated November 15, 2010).

In conclusion, the benefits of the proposed project to the City outweigh the concerns raised by the public and therefore Staff and the Planning Commission by a unanimous vote recommend approval of the project and the various entitlements to the City Council.

FISCAL IMPACT:

A feasibility study was prepared for the One Charter Oak project to determine 1) the projected recurring fiscal impacts, 2) the estimated major one-time City development impact fees and 3) projected economic impacts of the proposed project. Based on this analysis, the total estimated recurring annual fiscal impact of revenue from this project (including property and sales tax, community facilities district, and other taxes and service fees) would be approximately \$138,000. The total estimated one-time investments by the developer (including infrastructure construction, impact fees, permit and development fees) would be approximately \$4,325,000.

PUBLIC HEARING NOTICE AND NOTIFICATION:

The applicant was given a copy of the staff report with associated attachments, all property owners within a radius of at least 1,000 feet from the overall project site were mailed notices of the City Council public hearing on December 22, 2015, a minimum of ten (10) days before the

hearing as required by law. In addition, the public hearing notice was published in the San Gabriel Tribune newspaper on December 21, 2015, a minimum of fifteen (15) days before the hearing as required by law.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

An Initial Study/Mitigated Negative Declaration (IS/MND) and a Notice of Intent (NOI) to adopt an MND were released for public review for the original proposed project consisting of 108 units in May 2015. Subsequent to the release of the May 2015 IS/MND and NOI, changes were made to the design of the proposed project to reduce the number of units/lots from 108 to 63 and to set aside approximately 2 acres for a public park. The City subsequently revised the originally released MND and NOI in accordance with the changes that were made to the proposed project and released the revised MND and NOI for a 30-day public comment period between October 30, 2015 and November 30, 2015. Furthermore, a Notice of Intent to adopt a Mitigated Negative Declaration was published in the San Gabriel Valley Tribune on October 29, 2015.

The revised IS/MND determined that there could be significant impacts related to Cultural Resources, Hazards and Hazardous Materials, Noise, and Biological Resources but through the incorporation of mitigation measures, these impacts would be reduced to less than significant levels. Impacts to all other study areas were found to be less than significant.

OPTIONS FOR CITY COUNCIL:

- A. If the City Council can make the findings, approve the attached resolutions and ordinances and in the order as listed on the first page of the report.
- B. If the City Council cannot make the findings, then direct staff to prepare the appropriate resolutions denying the project.
- C. Continue the public hearing and allow the Applicant time to revise the development proposal to address any concerns or impacts raised by the City Council.

Respectfully submitted,

Brian K. Lee, AICP
Director of Community Development

Nancy Fong, AICP
Community Development Consultant

ATTACHMENTS:

- A. Area Map
- B. 1,000-foot Radius Map and Notification
- C. Summary meetings notes of May 13, and June 17, 2015 neighborhood meetings and Planning Commission Study Session Minutes of September 9, 2015
- D. Project Plans (reductions), full size under separate cover
- E. Planning Community Development
- F. Mitigated Negative Declaration, Mitigation Monitoring and Report Program and Technical Appendices
- G. December 8, 2015 Planning Commission Staff Report and Meeting Minutes
- H. Planning Commission Resolutions of Approval recommending approval to City Council
- I. City Council Resolutions and Ordinances:

Resolution No. 16-7445 – Mitigated Negative Declaration
Resolution No. 16-7446 - General Plan Amendment
Ordinance No. 16-2049 - Zone Change
Ordinance No. 16-2050 - Planned Community Development
Resolution No. 16-7447 - Tentative Tract Map
Resolution No. 16-7448 - Site Plan Review
Purchase and Sale Agreement between the City of Covina and One CHARTER OAK, LLC
including Exhibits A and B
Ordinance No. 16-2048 - Development Agreement including actual agreement, Exhibits A
and B

- J. Conditions of Approval
- K. Purchase and Sale Agreement



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 6

MEETING DATE: January 19, 2016

TITLE: Second reading and adoption of Ordinance No. 16-2050 establishing a Planned Community Development Overlay Zone PCD 15-001 on the official zoning map of the City for property generally located at 800 North Banna Avenue – APN: 8427-003-901

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION: Conduct second reading and adopt **Ordinance No. 16-2050** establishing a Planned Community Development Overlay Zone PCD 15-001 on the official zoning map of the City for property generally located at 800 North Banna Avenue – APN: 8427-003-901.

BACKGROUND:

On January 5, 2016, the City Council held a public hearing to consider the proposed project known as “One Charter Oak” which consisted of 63 single-family lots on 6.15 acres and a proposed public park on approximately 2 acres for property generally located at 800 North Banna Avenue. The City Council, after receiving the staff report, applicant’s presentation and testimony from both opponents and proponents of the proposed project, concluded the public hearing. The City Council deliberated on the merits of the proposed project, determined that the benefits outweigh the costs, and unanimously approved the project at a 5-0-0 vote. Attachment B is a copy of the January 5, 2016 Agenda Report for Council reference.

DISCUSSION:

The approval of the proposed project included the following land use entitlements:

1. Adopted a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the proposed project;
2. Approved a General Plan Amendment to change the land use designation from “School” to “Medium Density Residential (6.1-14 dwelling units per acres)” for 6.15 acres and from “School” to “Park” for approximately 2 acres;
3. Approved a Zone Change to change the zoning from “R-1-7500 (Residential Single-Family)” to “RD-3000 (Residential Multiple-Family) with Planned Community Development Overlay Zone” for 6.15 acres and from “R-1-7500 (Residential Single-Family)” to “R-R (Residential Recreation)” for approximately 2 acres;
4. Approved a Planned Community Development Overlay District creating flexible development standards for the subdivision of 63 single-family lots;
5. Approved a Tentative Tract Map (TTM 73455) for the subdivision of the 63 lots;
6. Approved a Site Plan Review for the development of the site into 63 lots with house

- products;
7. Approved a Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC for the purchase of 1.4 acres for a public park; and
 8. Approved a Development Agreement for the purchase of the 1.4 acres land for a public park and for One Charter Oka, LLC to dedicate 0.57 acre of land for a public park.

The approval of the Planned Community Development Overlay Zone (PCD) 15-001 requires the adoption of Ordinance No. 16-2050 where the City Council introduced the first reading at the January 5, 2016 meeting. An Ordinance requires a second reading to be adopted by the City Council as follows:

Ordinance No. 16-2050 establishing a Planned Community Development Overlay Zone PCD 15-001 on the official zoning map of the City for 6.15 acres of land generally located at 800 North Banna Avenue.

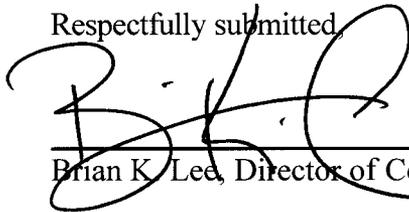
FISCAL IMPACT:

There is no fiscal impact for the second reading of the attached Ordinance.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

A second reading of the Ordinance is exempt from CEQA.

Respectfully submitted,



Brian K. Lee, Director of Community Development

ATTACHMENTS:

Attachment A: Ordinance No. 16-2050

Attachment B: January 5, 2016 Agenda Report, Item PH 2 (without attachments)

Attachment A

ORDINANCE NO. 16-2050

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ESTABLISHING A PLANNED COMMUNITY DEVELOPMENT OVERLAY ZONE PCD 15-001 ON THE OFFICIAL ZONING MAP OF THE CITY FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901

WHEREAS, in July 2014, the property owner, Charter Oak Unified School District, approved a purchase agreement with Sheldon Development Group for the sale and development of the Project site; and

WHEREAS, in April 2015, Sheldon Development Group(the “Applicant”) submitted an application to establish a Planned Community Development Overlay Zone, PCD 15-001, as described in the title of this Ordinance to the City of Covina, by creating flexible development standards that originally accommodated a 108-unit single-family residential subdivision; and

WHEREAS, in May 2015, a Mitigated Negative Declaration for the initial 108-unit single-family residential subdivision project circulated for 30 days; receiving six agency comment letters. On May 13, the City of Covina held a neighborhood meeting; and on June 17, 2015, City staff met with a small group of residents representing a larger group of residents to discuss the proposed 108-unit single-family residential subdivision; and

WHEREAS, in September 2015, the Applicant revised the proposed development in response to community concerns, resulting in a smaller project consisting of 63 residential units and an approximately 2-acre public park. Hereinafter in this Ordinance the subject Planned Community Development (“PCD”) request is referred to as “the Project.”

WHEREAS, in September 2015, the Applicant held two informational and community meetings (on a Saturday morning and Monday evening) at the Charter Oak High School to present the revised plans to residents within the surrounding neighborhood and the City held a combined Planning Commission study session/neighborhood meeting of the revised development plans to present the Planning Commission with a brief background and overview of the Project, and allow the community to comment further on the Project; and

WHEREAS, from October 30 through November 30, 2015, a Revised Mitigated Negative Declaration was recirculated for 30 days; no comments were received from the public; and

WHEREAS, on December 8, 2015, at a duly noticed public hearing as prescribed by law, the Planning Commission considered the Project and any comments received prior to or at the public hearing, at which time the City staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to the Project and the Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program. Following consideration of the entire record of information received at the public hearing and due consideration of the Project, the Planning Commission found that there is not substantial evidence that the Project will have a significant effect upon the environment and adopted Resolution No. 15-2015-023 PC, incorporated herein by this reference, recommending that the

Attachment A

City Council certify and adopt Mitigated Negative Declaration prepared for the Project; and

WHEREAS, on January 5, 2016, the City Council of the City of Covina held a public hearing to review the Project pursuant to the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. (“CEQA”), and the State CEQA Guidelines, 14 C.C.R. § 15000 et seq.

WHEREAS, upon the close of the public hearing, the City Council adopted Resolution No. 16-7445 , adopting the Mitigated Negative Declaration and adopting a Mitigation Monitoring and Reporting Program for the Project. Resolution No. 16-7445 and the findings therein are hereby incorporated by this reference as though set forth in full.

WHEREAS, on January 5, 2016, the City Council of the City of Covina considered the proposed Project including General Plan Amendment (GPA) 15-001, Zone Change (ZCH) No. 15-001, Tentative Tract Map (TTM) 73455, Site Plan Review (SPR) No. 15-001, a Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC, a California Limited Liability Company for the purchase of 1.4 acres of property generally bounded by Banna Avenue to the West, Cypress Street to the North, Kidder Avenue to the East and the Larger Parcel generally at 800 North Banna Ave to the south, as described in Parcel 1 (Purchase Parcel) of Exhibit A and Exhibit B of the Agreement, a Development Agreement (DA) No. 15-001, and a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program at a duly noticed public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project, the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, prior to and at the public hearing.

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

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Ordinance.

SECTION 2. After giving full consideration to all evidence presented at the public hearing, both oral and documentary, and after being fully informed, said City Council does hereby find and decide:

- a. That the site for the proposed use is adequate in size and shape to accommodate the use.

Fact: The Project site consists of one parcel 8.15 acres in size with frontages on Banna Avenue, Colver Place and Kidder Avenue. The proposed small-lot subdivision contains 63 lots ranging in size from 3,414 to 5,227 square feet, which are adequate in size to accommodate the proposed unit sizes ranging from 2,095 to 2,492 square feet. The average lot coverage for individual lots is 39.6%, which is more than the maximum lot coverage required of single-family lots in the RD zone

Attachment A

(35%); however, appropriate for small-lot subdivisions. The proposed density of 7.73 units per acre is also consistent with the zoning standards for the RD Zone, which allows a density of 6.1 to 14 units per acre. Therefore, the site for the proposed use is adequate in size and shape to accommodate the use.

b. That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.

Fact: The surrounding streets (Colver Place, Cypress Street, Banna and Kidder Avenues) are Local and Collector Streets in the City of Covina which have been determined to have sufficient capacity to handle future project-related traffic in a safe manner as long as the Project conditions are met. The City will ensure that the conditions of approval and mitigation measures are fulfilled through project inspection and adherence to the approved site plan. The Project is responsible to install new curb, gutter, sidewalk and parkway for the entire street frontage around the perimeter of the Project, and re-finish half the street on the Project side of all surrounding streets. In addition, the following traffic improvements would be part of the Project:

- Restripe the east leg of the Glendora Avenue/Colver Place intersection to provide two westbound approach lanes and one eastbound return lane. The westbound approach will be striped to have a shared left plus through lane, and a dedicated right turn lane. The additional westbound lane approach would improve vehicle delays and levels of service at the intersection.

Install a crosswalk, with appropriate signage and warning beacons (if warranted), across Cypress Street on the west leg of the intersection of Kidder Avenue/Cypress Street. This would provide for improved sight distance for pedestrians and bicyclists on the east side of the existing Metrolink train crossing. The existing crosswalk on the west side of the tracks would remain to serve pedestrians and bicyclists on the west side of the tracks.

The above-mentioned improvements will satisfactorily mitigate adverse effects to surrounding properties.

c. That the proposed use is not detrimental to the surrounding properties or uses permitted in the general area.

Fact: The proposed use of the proposed development is single-family detached residential, similar in character and scale with the single-family detached housing products in the surrounding neighborhood. As the use would be compatible in type and scale to the surrounding neighborhood, it will not be detrimental to the surrounding properties or uses permitted in the general area.

Attachment A

The City has included a condition of approval to address any short term impacts to the surrounding properties with a Construction Mitigation Plan. The Construction Mitigation Plan addresses such issues as 1) site supervision, 2) construction access and schedule, 3) delivery/haul route and traffic control, 4) material storage and staging, 5) construction parking, 6) work hours, 7) noise reduction, 8) erosion control, 9) dust and mud control, 10) debris cleanup, 11) street sweeping, 12) pedestrian and neighborhood safety, 13) project contact-related signage, and 14) subcontractor education and security measures.

Furthermore, the hours for construction-related and grading activities are more restrictive than the hours allow by City Codes. Any construction or grading activities are prohibited between 6:00 pm and 7:00 am on Monday through Friday and between 5:00 pm and 8:00 am on Saturday and all day on Sundays and Holidays (except by special permit), whichever is stricter. At least one (1) on-site security guard shall be provided 24 hours 7 days a week for preventing nuisance problems for the duration of the construction of the Project.

d. That the conditions stated in the decision are deemed necessary to protect the health, safety and general welfare.

Fact: The Mitigated Negative Declaration prepared for the Project identified all potential impacts of the Project on the environment, including health-related impacts associated with hazards and hazardous waste, air quality, water quality, noise and public services (i.e., police, fire, etc.). Mitigation measures have been provided, where applicable, to reduce all potential impacts to less than significant levels. Mitigation measures have been included as conditions of approval and are necessary to protect the health, safety and general welfare. For example, the Applicant would be required to implement mitigation measure MM-HM-1, which requires the Applicant to conduct a Phase 2 Environmental Site Assessment to evaluate the Project site for the presence of herbicides or pesticides, and MM-HM-2, which requires testing for asbestos-containing material and/or lead-based paint. Implementation of MM-HM-1 and MM-HM-2 would ensure that impacts to the public or the environment through the transport and disposal of hazardous materials are less than significant during both construction and operation of the Project. In addition, with implementation of mitigation measure MM-NO-1, interior noise levels would meet the City's required noise thresholds as established in the General Plan or Noise Ordinance.

SECTION 3. In consideration of the findings stated above, the City Council of the City of Covina does hereby approve and establish Planned Community Development PCD 15-001 and its related special standards as follows, subject to the conditions of approval of Tentative Tract Map 73455, reference herein to this Resolution:

- a. Assessor's Parcel Map number 8427-003-901 is designated as RD-3000 (Multiple Family) – Planned Community Development Overlay for 6.15 acres of the Project site.

Attachment A

- b. The Planned Community Development Overlay Zone establishes the following special zoning standards for the Project as shown in the following Table 1:

Development Standards		Code Requirement (RD Zone)	Proposed (PCD)
1.	<i>Density</i>	1 unit per 1,250 sq. ft. of lot area (35 units per acre)	1 unit per 5,635 sq. ft. (7.7 units per acre)
2.	<i>Lot Area</i>	Min 7,200 sq. ft.	Min 3,200 sq. ft.; Range of 3,414-5,227 sq. ft.)
3.	<i>Lot Dimensions</i>		
	<i>Width, Interior</i>	Min 60 ft.	Min 40 ft.; Range of 40 – 51 ft.
	<i>Width, Corner</i>	Min 67.5 ft.	Min 40 ft.; Range of 40 – 51 ft.
	<i>Depth</i>	120 ft.	Min 80 ft.; Range of 80-86 ft. (80-91 ft. of usable lot depth)
4.	<i>Land Coverage</i>	35%	Range of 30.2% - 46.4% for individual lots; average coverage for project 39.6%.
5.	<i>Building Height</i>	2 stories or 35-feet	2 stories/ 26 ft. maximum
6.	<i>Number and Types of Unit</i>	Single-family detached	(20) Plan 1 = 2,095 SF (4BD + Loft or 5 th BD) (20) Plan 2 = 2,210 SF (4BD + Loft) (23) Plan 3 = 2,492 SF (4BD + Loft)
7.	<i>Setbacks</i>		
	<i>Front</i>	25 ft for first story; 40 ft. for second story	Minimum 13 ft.; Range of 13-23 ft. from back of sidewalk
	<i>Interior Side</i>	10 ft.	Minimum of 5 ft.; Range of 5-15 ft.
	<i>Street Side</i>	12.5 ft.	5-14 ft.
	<i>Rear</i>	25 ft.	11-23 ft.
8.	<i>Distance between Buildings</i>	5 feet min. (plus additional for windows facing habitable rooms, and units above one story)	10 ft.
9.	<i>Off-Street Parking</i>	2 spaces per unit; plus one guest space per every 5 units	2 within garage plus two driveway spaces
10.	<i>Fence/Wall Height</i>	6 ft. on rear and side property lines, behind the front setback area	5'6" on rear and side property lines behind the front setback area; 6 ft.

Attachment A

			theme wall between subdivision and 2-acre park
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SECTION 4. The documents and materials that constitute the record of proceedings on which these findings and this Ordinance are based are located at the City Clerk’s office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

SECTION 5. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Covina hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6. This Ordinance shall become effective within thirty (30) days after its adoption.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary of thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Covina.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall enter the same in the Book of Original Ordinances.

SIGNED AND APPROVED this 19th day of January, 2016.

JOHN C. KING, MAYOR

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

Attachment A

CANDICE K. LEE, City Attorney

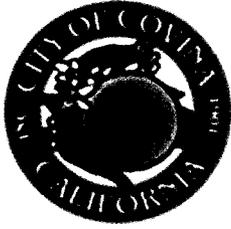
CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 15-2050 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 19th day of January 2016, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

MEETING DATE: January 5, 2016

TITLE: **Public Hearing to consider a General Plan Amendment (GPA) 15-001, a Zone Change (ZCH) 15-001, a Planned Community Development Overlay District (PCD) 15-001, a Tentative Tract Map (TTM) 73455, a Site Plan Review (SPR) 15-009, a Purchase and Sale Agreement between the City of Covina and One Charter Oak, LLC, a Development Agreement (DA) 15-001 for a proposed 63-lot single-family residential subdivision and public park on an 8.15 acre site at 800 North Banna Avenue - APN: 8427-003-90 and a related Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program.**

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION:

- 1) City Council open public hearing, consider public testimony, and close the public hearing; and
- 2) After the close of the public hearing, if the City Council wishes to approve the land use entitlements, staff recommends that the Council make motions and take the actions in the order as listed below:
 - (a) Adopt **Resolution No. 16-7445** adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program with the mitigation measures contained therein; and
 - (b) Adopt **Resolution No. 16-7446** approving General Plan Amendment (GPA) No. 15-001; and
 - (c) Adopt **Ordinance No. 16-2049** approving Zone Change (ZCH) No. 15-001 by ordinance; and
 - (d) Adopt **Ordinance No. 16-2050** approving Planned Community Development Overlay District (PCD) No. 15-001; and
 - (e) Adopt **Resolution No. 16-7447** approving Tentative Tract Map (TTM) 73455, subject to conditions of approval; and
 - (f) Adopt **Resolution No. 16-7448** approving Site Plan Review (SPR) No. 15-001, subject to conditions of approval.
 - (g) Approve Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC, a California Limited Liability Company for the purchase of 1.4 acres of property generally bounded by Banna Avenue to the West, Cypress Street to the North, and Kidder Avenue to the East.

BACKGROUND:

In July 2014, Charter Oak Unified School District approved a purchase agreement with the developer, Sheldon Development Group, for the development of the project site. The developer initially submitted plans in April 2015 for a 108-unit subdivision on the 8.15-acre site, for a density of approximately 13.3 units per acre. After a neighborhood meeting and a public review period for the Initial Study/Mitigated Negative Declaration (IS/MND), the applicant resubmitted revised plans in September 2015 to respond to community comments and concerns. The revised plans resulted in a 63-unit subdivision on 6.15 acres of the site, a public park reserved for 2 acres of the site, which is a significant redesign of the site. The redesign of the project provides improved compatibility with the surrounding neighborhood, reduced the traffic impacts, and other impacts. Details of the project setting, project description, comments and changes to the plans as well as the findings for each of the land use entitlements are provided in Attachment G, Planning Commission Staff Report.

The City held a combined Planning Commission study session/neighborhood meeting of the revised development plans on September 29, 2015. Comments received addressed a continued concern with the proposed density, traffic, safety, park maintenance, architectural style and scale, and construction-related concerns because of noise, dust and rodents. A revised MND was circulated to the public for review and comment beginning October 30 and ending November 30, 2015. One comment letter was received. A summary of comments and responses are provided in Attachment F, Final MND (Section 6.0).

DISCUSSION:

On December 8, 2015, the Planning Commission conducted a public hearing to consider the proposed project. Staff provided a presentation that summarized the background and details of the proposed project, including all of the findings associated with each entitlement application. The applicant also presented and shared a video of neighbors voicing support for the project. During the public hearing, seven speakers spoke in favor of the project and three spoke in opposition to the project. Public concerns related to density, scale of the units and overall compatibility with the surrounding neighborhood, loss of street parking, traffic, pest and dust impacts during construction and future planning of the park.

After the conclusion of the public hearing, the Planning Commission discussed the proposed project and asked questions of Staff related to the public concerns voiced during the public hearing. Staff responses to the Planning Commission questions and the concerns from the speakers at the public hearing are as follows:

Density, Scale and Compatibility with the Surrounding Neighborhood. Initially the proposed project contained 108 units and a density of 13.3 units per acre, with a combination of two and three-story homes. The applicant significantly reduced the density to 63 units, or 7.7 units per acre, and converted all units to two stories. The proposed density is consistent with the Medium Density Residential designation, which allows a density of 6.1-14 units per acre, and provides an appropriate transition between the school and busy arterial of Cypress Avenue and the lower-density neighborhoods to the south. The applicant also improved compatibility with the neighborhood by orienting units towards the street, compared to the initial submittal, which surrounded the

development with a wall and turned units inward towards a private residential subdivision. Furthermore, while surrounding homes are one story in height, the proposed project incorporates smaller lot sizes (an average of 3,883 square feet), which reduces the size of homes, and steps back upper stories to soften the massing of the units. Staff and the Planning Commission determined that the improvements sufficiently addressed concerns and achieved a more compatible and appropriate development that fits within the context of the existing neighborhood.

Traffic. To address potential traffic concerns, the density of the project was reduced and new design features have been incorporated consisting of restriping along Colver Place and adding a new crosswalk on Cypress Street. While some on-street parking will be lost due to the new single-family homes and associated driveways, all units will have a 2-car garage and driveway on which to park their cars, and additional street parking is provided on internal private streets. Therefore, traffic and parking impacts have been minimized.

Construction Impacts. Staff included a condition of approval to address any short term impacts to the surrounding properties with a Construction Mitigation Plan, which addresses such things as site supervision, delivery/haul route and traffic control, construction parking, noise reduction, etc. At least one on-site security guard shall be provided 24 hours 7 days a week for preventing nuisance problems for the duration of the construction of the project. At the public hearing, the Planning Commission further added two conditions of approval to address the dust control and pest control during construction. The applicant will be required to submit a pest control plan for review and approval prior to issuance of grading permits; and the pest control plan shall be implemented for the duration of the construction for the project. In addition, the applicant shall work with the homeowners on Kidder Avenue, Banna Avenue and Colver Place adjacent to the project site and address and resolve any nuisance problems of dust control as a result of the construction on the project site.

Future Park. During the December 8, 2015 Planning Commission public hearing, one of the public comments received expressed concerns with the design and use of the future public park component. As expressed at the December 8, 2015 Planning Commission public hearing, the design intent of the future public park is to be a “passive park”, in that no active recreational facilities and uses are envisioned. Typically, a “passive park” includes features such as walking paths, outdoor exercise stations, drought-tolerate landscaping, benches and trash receptacles.

Upon the acquisition of the future public park land, City staff will prepare a work plan which will include elements such as: public/community outreach and workshops, conceptual design preparation, park development cost estimates, park cost funding sources and a project timeline. At this time, it is estimated the initial public outreach/workshops will commence in the Spring of 2016.

Acquisition of 1.4 Acres for the Future Park. In regard to the acquisition of the public park land, the public park will consist of two (2) parcels. The first parcel will be approximately .57 acres in size. The .57 acre parcel is the land area the developer will be dedicating to the City of Covina pursuant to the Quimby requirement. The second parcel will measure in size of approximately 1.4 acres. The second parcel will be purchased by the City of Covina. The combined land area of the future public park is approximately 1.97 acres. Included with this staff reports is a Purchase and Sale Agreement between the City of Covina and One Charter Oak, LLC (Attachment X) for the acquisition of the

approximate 1.4 acres of park land. The other January 5, 2016 City Council agenda item is a Budget Amendment and City Council Resolution amending the Fiscal Year 2015-2016 to create the funding capability to purchase the aforementioned approximately 1.4 acre park land.

Overall, the proposed project provides a benefit to the community by supporting important policies of the Covina General Plan. Covina takes pride in the quality of its residential neighborhoods and the predominantly single-family character. The General Plan seeks to retain that primary character while also providing for a variety of housing densities. Diversity of housing types is important for long-term sustainability of the community. Furthermore, the General Plan encourages the development of underutilized infill sites where they are largely surrounded by other residential developments to maximize efficient use of existing infrastructure and to meet housing demand.

The proposed change in land use designation from School to Medium Residential Density (6.1-14 dwelling units per acre) will allow a wide range of housing types. The lower range of intensity (6.1-10 dwelling units per acre) is characterized by detached or attached housing structures such as small-lot subdivisions, single-unit zero-lot-line homes, cluster and patio homes. The higher range of intensity (10.1-14 dwelling units per acre) is characterized by duplexes and triplexes, and attached townhouse-type developments. Typically higher building intensity is more appropriate adjacent to parks, along transit routes and arterial roads. Therefore, the Medium Residential Density designation serves as an appropriate buffer (transition of density) between low-density residential areas. The proposed project would develop an underutilized infill site in an established single-family neighborhood with compatible low-rise, owner-occupied, detached single-family homes. The homes will be set back from the property line ranging from a minimum of 13 feet to 23 feet and be provided with aesthetic architectural treatments and landscaping. The proposed project also addresses the deficiency in parkland by setting aside two acres for the development of a neighborhood park. The project would also contribute 63 housing units to the City's remaining unmet need for 991 housing units, reducing the unmet need by more than 6 percent (Covina Draft Housing Element Update, dated November 15, 2010).

In conclusion, the benefits of the proposed project to the City outweigh the concerns raised by the public and therefore Staff and the Planning Commission by a unanimous vote recommend approval of the project and the various entitlements to the City Council.

FISCAL IMPACT:

A feasibility study was prepared for the One Charter Oak project to determine 1) the projected recurring fiscal impacts, 2) the estimated major one-time City development impact fees and 3) projected economic impacts of the proposed project. Based on this analysis, the total estimated recurring annual fiscal impact of revenue from this project (including property and sales tax, community facilities district, and other taxes and service fees) would be approximately \$138,000. The total estimated one-time investments by the developer (including infrastructure construction, impact fees, permit and development fees) would be approximately \$4,325,000.

PUBLIC HEARING NOTICE AND NOTIFICATION:

The applicant was given a copy of the staff report with associated attachments, all property owners within a radius of at least 1,000 feet from the overall project site were mailed notices of the City Council public hearing on December 22, 2015, a minimum of ten (10) days before the

hearing as required by law. In addition, the public hearing notice was published in the San Gabriel Tribune newspaper on December 21, 2015, a minimum of fifteen (15) days before the hearing as required by law.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

An Initial Study/Mitigated Negative Declaration (IS/MND) and a Notice of Intent (NOI) to adopt an MND were released for public review for the original proposed project consisting of 108 units in May 2015. Subsequent to the release of the May 2015 IS/MND and NOI, changes were made to the design of the proposed project to reduce the number of units/lots from 108 to 63 and to set aside approximately 2 acres for a public park. The City subsequently revised the originally released MND and NOI in accordance with the changes that were made to the proposed project and released the revised MND and NOI for a 30-day public comment period between October 30, 2015 and November 30, 2015. Furthermore, a Notice of Intent to adopt a Mitigated Negative Declaration was published in the San Gabriel Valley Tribune on October 29, 2015.

The revised IS/MND determined that there could be significant impacts related to Cultural Resources, Hazards and Hazardous Materials, Noise, and Biological Resources but through the incorporation of mitigation measures, these impacts would be reduced to less than significant levels. Impacts to all other study areas were found to be less than significant.

OPTIONS FOR CITY COUNCIL:

- A. If the City Council can make the findings, approve the attached resolutions and ordinances and in the order as listed on the first page of the report.
- B. If the City Council cannot make the findings, then direct staff to prepare the appropriate resolutions denying the project.
- C. Continue the public hearing and allow the Applicant time to revise the development proposal to address any concerns or impacts raised by the City Council.

Respectfully submitted,

Brian K. Lee, AICP
Director of Community Development

Nancy Fong, AICP
Community Development Consultant

ATTACHMENTS:

- A. Area Map
- B. 1,000-foot Radius Map and Notification
- C. Summary meetings notes of May 13, and June 17, 2015 neighborhood meetings and Planning Commission Study Session Minutes of September 9, 2015
- D. Project Plans (reductions), full size under separate cover
- E. Planning Community Development
- F. Mitigated Negative Declaration, Mitigation Monitoring and Report Program and Technical Appendices
- G. December 8, 2015 Planning Commission Staff Report and Meeting Minutes
- H. Planning Commission Resolutions of Approval recommending approval to City Council
- I. City Council Resolutions and Ordinances:

Resolution No. 16-7445 – Mitigated Negative Declaration
Resolution No. 16-7446 - General Plan Amendment
Ordinance No. 16-2049 - Zone Change
Ordinance No. 16-2050 - Planned Community Development
Resolution No. 16-7447 - Tentative Tract Map
Resolution No. 16-7448 - Site Plan Review
Purchase and Sale Agreement between the City of Covina and One CHARTER OAK, LLC
including Exhibits A and B
Ordinance No. 16-2048 - Development Agreement including actual agreement, Exhibits A
and B

- J. Conditions of Approval
- K. Purchase and Sale Agreement

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 7

MEETING DATE: January 19, 2016

TITLE: Second reading and adoption of Ordinance No. 16-2048 approving and adopting a development agreement between One Charter Oak, LLC and the City of Covina related to a proposed development consisting of 63 single-family lots on 6.15 acres and a proposed public park on approximately 2 acres for property generally located at 800 North Banna Avenue – APN: 8427-003-901

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION: Conduct second reading and adopt **Ordinance No. 16-2048** approving and adopting a development agreement between One Charter Oak, LLC and the City of Covina related to a proposed development consisting of 63 single-family lots on 6.15 acres and a proposed public park on approximately 2 acres for property generally located at 800 North Banna Avenue – APN: 8427-003-901.

BACKGROUND:

On January 5, 2016, the City Council held a public hearing to consider the proposed project known as “One Charter Oak” which consisted of 63 single-family lots on 6.15 acres and a proposed public park on approximately 2 acres for property generally located at 800 North Banna Avenue. The City Council, after receiving the staff report, applicant’s presentation and testimony from both opponents and proponents of the proposed project, concluded the public hearing. The City Council deliberated on the merits of the proposed project, determined that the benefits outweigh the costs, and unanimously approved the project at a 5-0-0 vote. Attachment B is a copy of the January 5, 2016 Agenda Report for Council reference.

DISCUSSION:

The approval of the proposed project included the following land use entitlements:

1. Adopted a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the proposed project;
2. Approved a General Plan Amendment to change the land use designation from “School” to “Medium Density Residential (6.1-14 dwelling units per acres)” for 6.15 acres and from “School” to “Park” for approximately 2 acres;
3. Approved a Zone Change to change the zoning from “R-1-7500 (Residential Single-Family)” to “RD-3000 (Residential Multiple-Family) with Planned Community Development Overlay Zone” for 6.15 acres and from “R-1-7500 (Residential Single-Family)” to “R-R (Residential Recreation)” for approximately 2 acres;
4. Approved a Planned Community Development Overlay District creating flexible

- development standards for the subdivision of 63 single-family lots;
5. Approved a Tentative Tract Map (TTM 73455) for the subdivision of the 63 lots;
 6. Approved a Site Plan Review for the development of the site into 63 lots with house products;
 7. Approved a Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC for the purchase of 1.4 acres for a public park; and
 8. Approved a Development Agreement for the purchase of the 1.4 acres land for a public park and for One Charter Oak, LLC to dedicate 0.57 acre of land for the public park.

The approval of Development Agreement (DA) 15-001 requires the adoption of Ordinance No. 16-2048 where the City Council introduced the first reading at the January 5, 2016 meeting. An Ordinance requires a second reading to be adopted by the City Council as follows:

Ordinance No. 16-2048 adopting a development agreement (DA 15-001) between One Charter Oak, LLC and the City of Covina related to a proposed project consisting of 63 single-family lots on 6.15 acres and a proposed public park on approximately 2 acres for property generally located at 800 North Banna Avenue.

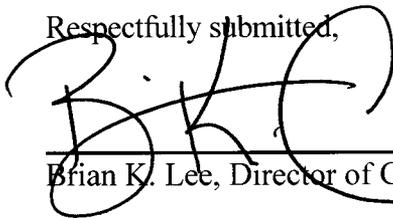
FISCAL IMPACT:

There is no fiscal impact for the second reading of the attached Ordinance.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

A second reading of the Ordinance is exempt from CEQA.

Respectfully submitted,



Brian K. Lee, Director of Community Development

ATTACHMENTS:

Attachment A: Ordinance No. 16-2049

Attachment B: January 5, 2016 Agenda Report, Item PH 2 (without attachments)

Attachment A

ORDINANCE NO. 16- 2048

AN ORDINANCE OF THE CITY OF COVINA APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN ONE CHARTER OAK, LLC AND THE CITY OF COVINA RELATED TO A PROPOSED DEVELOPMENT CONSISTING OF 63 SINGLE FAMILY LOTS ON 6.15 ACRES AND A PROPOSED PUBLIC PARK ON APPROXIMATELY 2 ACRES FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE – APN: 8427-003-901

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the Development Agreement Statute) which authorizes cities to enter into agreements for the development of real property in order to establish certain development rights in such property; and

WHEREAS, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements; and

WHEREAS, Sheldon Development Group (the “Applicant”) proposes to construct 63 detached single-family house, private streets, and small landscaped area on approximately 6.15 acres of land, and to convey approximately 2 acres of the remainder land to the City of Covina as a neighborhood park, for property generally located at 800 North Banna Avenue. The proposed development will require future approvals from the City, potentially including, but not limited to, a general plan amendment, a zone change, planned community development, tentative maps, final subdivision maps, site plan review, private streets, demolition permits, grading permits, building permits and certificates of occupancy; and

WHEREAS, a copy of the proposed Development Agreement is attached hereto and incorporated herein as Exhibit “A” to this Ordinance; and

WHEREAS, as part of its consideration of the Project, the City prepared a Mitigated Negative Declaration on the Project pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 *et seq.*, “CEQA”), the Guideline for Implementation of the California Environmental Quality Act (14 California Code of Regulations, Sections 15000 *et seq.*, the “State EIR Guidelines”); and

WHEREAS, pursuant to the Development Agreement Statute, the Planning Commission held a duly noticed public hearing on December 8, 2015, on the proposed Project and has found that the proposed Development Agreement is consistent with objectives of the general plan, compatible with the uses authorized for the project area, in conformity with public convenience

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and beneficial to the public welfare, and will not adversely impact the orderly development of property; and

WHEREAS, the City Council, after published notice, held a public hearing on January 5, 2016 concerning the proposed Project, and has considered the reports and documents presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing.

WHEREAS, on January 5, 2016, the City Council of the City of Covina held a noticed public hearing to review the Project pursuant to the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. ("CEQA"), and the State CEQA Guidelines, 14 C.C.R. § 15000 et seq. and considered the reports and documents presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing.

WHEREAS, upon the close of the public hearing, the City Council adopted Resolution No. 16-7445, adopting the Mitigated Negative Declaration and adopting a Mitigation Monitoring and Reporting Program for the Project. Resolution No. 16-7445 and the findings therein are hereby incorporated by this reference as though set forth in full.

WHEREAS, on January 5, 2016, the City Council of the City of Covina considered the proposed Project including General Plan Amendment (GPA) 15-001, Zone Change (ZCH) No. 15-001, Planned Community Development Overlay District (PCD) No. 15-001, Tentative Tract Map (TTM) 73455, Site Plan Review (SPR) No. 15-001, a Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC, a California Limited Liability Company for the purchase of 1.4 acres of property generally bounded by Banna Avenue to the West, Cypress Street to the North, Kidder Avenue to the East and the Larger Parcel generally at 800 North Banna Ave to the south, as described in Parcel 1 (Purchase Parcel) of Exhibit A and Exhibit B of the Agreement and a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program at a duly noticed public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project, the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, prior to and at the public hearing.

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

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

SECTION 1. Based on the full record of these proceedings, the City Council hereby finds the Development Agreement:

- 1) Is consistent with the General Plan and the City Council finds that the proposed project as conditioned, complies with all applicable provisions of the General Plan;

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- 2) Is in conformity with public conveniences and good land use practices as the project approvals, mitigation monitoring program and development agreement will guarantee adequate infrastructure for the development and land uses that are compatible with their surroundings;
- 3) Will not be detrimental to the health, safety and general welfare as the project approvals, mitigation monitoring program and development agreement will guarantee adequate infrastructure, safety measures and public services such as police, fire, utilities and sanitation;
- 4) Will not adversely affect the orderly development of property or the preservation of property values because the proposed development is conditioned so as to be consistent with the General Plan and compatible with surrounding land uses.
- 5) Is consistent with the provisions of Government Code 65864 through 65869.5.

SECTION 2. Based upon the aforementioned findings, the City Council hereby approves the Development Agreement between ONE CHARTER OAK, LLC and the City of Covina attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. CEQA. The environmental effects of the proposed Development Agreement were analyzed in the Mitigated Negative Declaration (MND). The City Council reviewed the MND and found that it reflects the independent judgment of the City Council and its staff, and is an adequate and extensive assessment of the environmental impacts of the Development Agreement. The City Council certified and approved the MND as having been prepared in compliance with the requirements of the California Environmental Quality Act ("CEQA"), made the necessary findings, and adopted a Mitigation Monitoring and Reporting Program through Resolution No. 7445. Said Resolution is incorporated herein by this reference as though set forth in full. The City Council incorporates by this reference the findings and mitigation measures contained in the MND as to the environmental effects of the Development Agreement. Those actions apply equally to this approval and are incorporated herein by this reference. The Director of Community Development shall file a Notice of Determination with the County Clerk under Title 14, California Code of Regulations Section 15075.

SECTION 4. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The Mayor is authorized to execute the Development Agreement on behalf of the City once this Ordinance is effective. The executed development agreement shall be recorded against the title to the property.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings and this Ordinance are based are located at the City Clerk's office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

SECTION 6. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or

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application, and to this end the provisions of this Ordinance are severable. The People of the City of Covina hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 7. Effective Date. This Ordinance shall become effective within thirty (30) days after its adoption.

SECTION 8. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the City Clerk shall cause to be published once the Ordinance, or a summary of thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Covina.

SECTION 9. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall enter the same in the Book of Original Ordinances.

SIGNED AND APPROVED this 19th day of January 2016.

JOHN C. KING, MAYOR

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 15-2048 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 19th day of January 2016, by the following vote:

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

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Dated:

SHARON F. CLARK, Chief Deputy City Clerk

EXHIBIT "A"

DEVELOPMENT AGREEMENT

PLEASE RECORD AND WHEN RECORDED

RETURN TO:

City Clerk

City of Covina

125 East College Street

Covina, California 91723

**Space above this line for Recorder's use only
No recording fee under Government Code Sections 2783 and 6103**

DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter "Agreement") is entered into effective as of _____, 2016, (hereinafter the "Effective Date") by and between the CITY OF COVINA (hereinafter "CITY"), a municipal corporation, and ONE CHARTER OAK, LLC, a California limited liability company (hereinafter "OWNER").

RECITALS

A. OWNER has an equitable interest in all of the real property ("Property") described on Exhibit "A" and depicted on Exhibit "B." CITY adopted and approved zoning and other entitlements for the Property generally located at 800 North Banna Avenue and bounded by Banna Avenue, Cypress Street, Kidder Avenue and Colver Place – Assessor's Parcel Number (APN) 8427-003-901, allowing for development of the Property with up to 63 dwelling units (the "Project").

B. Government Code Sections 65864 *et seq.* ("Development Agreement Law") authorize CITY to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and reducing the economic costs of such development. OWNER has therefore asked, and CITY has agreed, that a Development Agreement should be approved and adopted for this Property in order to memorialize and secure the respective expectations of CITY and OWNER.

E. The City Council of the CITY (hereinafter "City Council") has found that this Agreement is in the best public interest of the CITY and its residents, that approving this Agreement constitutes a present exercise of the CITY's police power, and that the Project is consistent with the goals and policies of the CITY's General Plan and imposes appropriate standards and requirements with respect to the development of the Property in order to maintain

Attachment A

the overall quality of life and of the environment within the CITY. Prior to its approval of this Agreement, CITY considered the environmental impacts of the Project and completed its environmental review of the Project through the adoption of Resolution No. 16-7445 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

F. On December 8, 2015, the Planning Commission of CITY held a duly-noticed public hearing on the OWNER's application for approval of this Agreement, made certain findings and determinations with respect thereto, and recommended to the City Council that this Agreement be approved. On January 5, 2016, the City Council also held a duly-noticed public hearing on the OWNER'S application for approval of this Agreement, considered the recommendations of the Planning Commission., and found that this Agreement is consistent with CITY's General Plan.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS AND EXHIBITS.

Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, or all letters capitalized, when used in the Agreement. The defined terms include the following:

"Agreement" means this Development Agreement.

"CITY" means the City of Covina, a California municipal corporation.

"City Council" means the City Council of the CITY.

"Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and park facilities and improvements. "Development" also includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement, landscaping or facility after the construction and completion thereof.

"Development Approvals" means all permits, licenses, consents, rights and privileges, and other actions subject to approval or issuance by CITY in connection with Development of the Property issued by CITY on or before the Effective Date of this Agreement, including but not limited to:

General Plan Amendment (GPA)15-001;

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Planned Community Development District (PCD)15-001;

Zone Change (ZCH) 15-001;

Tentative Tract Map (TTM) 73455 and final tract map subdivision and parcel maps; and

Site Plan Review (SPR) 15-009.

“*Development Plan*” means the plan for Development of the Property, including without limitation the planning and zoning standards, regulations, and criteria for the Development of the Property, contained in and consistent with Exhibit “C.”

“*Development Requirement*” means any requirement of CITY in connection with or pursuant to any Development Approval for the dedication of land, the construction or improvement of public facilities, the payment of fees or assessments in order to lessen, offset, mitigate or compensate for the impacts of Development on the environment, or the advancement of the public interest.

“*Effective Date*” means the date the Ordinance approving this Agreement takes effect.

“*Land Use Regulations*” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY adopted and effective on or before the Effective Date of this Agreement governing Development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications, all as applicable to the Development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- the conduct of businesses, professions, and occupations;
- taxes and assessments;
- the control and abatement of nuisances;
- the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- the exercise of the power of eminent domain; and
- the amount of processing fees or Development Impact Fees.

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“*OWNER*” means ONE CHARTER OAK, LLC, a California limited liability company and, where specified in this Agreement, its successors in interest to all or any part of the Property.

“*Mortgagee*” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

“*Project*” means the Development of the Property consistent with the Development Plan.

“*Property*” means the real property described in Exhibit “A” and shown on Exhibit “B” to this Agreement.

“*Reservation of Authority*” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

“*Subsequent Development Approvals*” means all Development Approvals issued subsequent to the Effective Date in connection with Development of the Property.

“*Subsequent Land Use Regulations*” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement, other than the Development Plan.

“*Term*” shall mean the period of time from the Effective Date until the termination of this Agreement as provided in subsection 8.1, or earlier termination as provided in Section 6.

Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” Legal Description of the Property.

Exhibit “B” Map showing Property and its location.

Exhibit “C” Tentative Tract Map 73455.

GENERAL PROVISIONS.

Binding Effect of Agreement. From and following the Effective Date, Development and CITY actions on applications for Subsequent Development Approvals respecting the Property shall be subject to the terms and provisions of this Agreement.

Interest in Property. OWNER represents and covenants that it has an equitable interest in the Property.

Assignment.

Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*), and in so doing assign its rights and obligations under this Agreement as the same may relate solely to the portion of the Property being sold, transferred, or assigned to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement.

Release of Transferring OWNER. Upon the sale, transfer or assignment of all or a portion of the Property, the transferring OWNER shall be released of all obligations under this Agreement that relate solely to the portion of the Property being sold, transferred, or assigned; provided that the obligations under this Agreement that relate to the portion of the Property being sold, transferred, or assigned are expressly assumed by and made enforceable against the transferee, pursuant to a written agreement executed by the transferee and provided to CITY not less than fourteen (14) days prior to the effective date of the transfer, and also recorded against the title of the transferred portion of the Property concurrently with the transfer. Notwithstanding the foregoing sentences of this Section 2.3.2, transferring OWNER shall remain responsible for all obligations set forth in the Development Plan that do not relate solely to the portion of the Property beings sold, transferred, or assigned.

DEVELOPMENT OF THE PROPERTY.

Rights to Develop. Subject to the terms of this Agreement, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. Development allowed under the Development Plan is hereby vested specifically with the Property, and OWNER retains the right to apportion development rights between itself and any subsequent OWNER, upon the sale, transfer, or assignment of any portion of the Property, so long as such apportionment is consistent with the Development Plan and the Land Use Regulations and any such transfer complies with Section 2.3.2 and any other applicable section of this Agreement.

Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to Development of the Property, shall be those contained in the Development Plan and those Land Use Regulations not inconsistent with the Development Plan.

Subsequent Development Approvals. CITY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters as established by the Land Use Regulations, for all or a portion of the Property at OWNER's option. The CITY further agrees that, unless otherwise requested by OWNER or as authorized by this Agreement, it shall not,

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without good cause, amend or rescind any Subsequent Development Approvals respecting the Property after such approvals have been granted by the CITY, and that pursuant to Section 66452.6 (a) of the California Government Code, any tentative subdivision map approved for the Property, or any portion thereof, shall also be extended for a period equal to the Term of this Agreement.

Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of Development resulted in a later-adopted initiative restricting the timing of Development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

Changes and Amendments. The parties acknowledge that Development of the Project will likely require Subsequent Development Approvals, and that in connection therewith OWNER may determine that changes are appropriate and desirable in the existing Development Approvals or Development Plan. In the event OWNER finds that such a change is appropriate or desirable, OWNER may apply in writing for an amendment to prior Development Approvals or the Development Plan to effectuate such change, and CITY shall process and act on such application notwithstanding anything in this Agreement that may be to the contrary. CITY shall have no obligation to grant any such application by OWNER that modifies the overall intensity or density of Development, or otherwise is a substantial modification of the Development Plan having significant adverse environmental impacts. If approved in a form to which OWNER has consented in writing, any such change in the Development Approvals or Development Plan shall be incorporated herein as an addendum, without the need for further formal approval of such modified Agreement by the City Council, and it may be further changed from time to time as provided in this Section. Any change in the Development Approvals or Development Plan made in accordance with the procedures required by the Land Use Regulations and with the written consent of the OWNER shall be conclusively deemed to be consistent with this Agreement, without any further need for any amendment to this Agreement or any of its Exhibits.

Reservation of Authority.

Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development of the Property:

Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

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Procedural regulations not inconsistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

Changes adopted by the International Conference of Building Officials as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, Uniform Solar Energy Code, Uniform Swimming Pool, Spa and Hot Tub Code, Uniform Housing Code, Uniform Administrative Code, National Electrical Code, and any other Uniform Code, and also adopted by CITY as Subsequent Land Use Regulations.

Regulations which may be in conflict with the Development Plan but which are necessary to protect the public health, safety, and welfare. To the extent possible, any such regulations shall be applied and construed consistent with Section 3.6.4 below so as to provide OWNER with the rights and assurances provided under this Agreement.

Regulations which are not in conflict with the Development Plan and this Agreement. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of Development of the Property, or attempting to assess any additional fees or taxes on Development of the Property, or imposing architectural or landscaping requirements or reviews, shall be deemed to conflict with the Development Plan and this Agreement and shall therefore not be applicable to Development of the Property.

Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to Development of Property.

Federal and State laws and regulations which CITY is required to enforce as against the Property or the Development of the Property.

Future Discretion of CITY. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with

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such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

Intent. The CITY acknowledges that OWNER has reasonably entered into this Agreement and will proceed with the Project on the assumption that CITY has adequately provided for the public health, safety and welfare through the Land Use Regulations. In the event that any future, unforeseen public health or safety emergency arises, CITY agrees that it shall attempt to address such emergency in such a way as not to impact Development of the Property in accordance with the Development Plan, and if that is not possible, to select that option for addressing the emergency which has the least adverse impact on Development of the Property in accordance with the Development Plan. CITY specifically also agrees that it will not adopt any Development moratorium applicable to the Property except as a last resort response to such an emergency, and then shall maintain any such moratorium with respect to the Property only for so long as required for the CITY to address the emergency in such a way as to permit the Project to be completed according to OWNER's timetable.

Taxes, Assessments and Fees. This Agreement shall not prevent the City from enacting, levying or imposing any new or increased tax, assessment or fee that is levied or imposed on a CITY-wide basis.

Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by CITY may possess authority to regulate aspects of the Development of the Property, and this Agreement does not limit the authority of such other public agencies.

Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with Development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, *et seq.*), and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protection afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, Development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

Cooperation in Completing Development Plan. CITY agrees to cooperate with OWNER as necessary and lawful, without cost to CITY, for the successful completion of the Development Plan and fulfillment of Development Requirements, including, without limitation, accomplishment of each and every one of the requirements or conditions that may be imposed on the Development by the CITY or by other public agencies.

PERIODIC REVIEW.

CITY shall review OWNER's performance every twelve (12) months at the anniversary of the adoption of the Agreement. OWNER shall cooperate with such review and shall

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demonstrate good faith compliance with the terms of this Agreement. If, at the conclusion of such review, CITY finds that OWNER is in substantial compliance with this Agreement, CITY shall, upon OWNER's written request, issue an Estoppel Certificate to the Developer in a form satisfactory to the City Attorney. Notwithstanding the foregoing, CITY may give notice to OWNER of a default of OWNER's obligations or any non-compliance by OWNER at any time, regardless of the status of any performance review, pursuant to Section 6 of this Agreement. CITY's failure to conduct, or delay in conducting, any performance review hereunder shall not constitute a waiver by CITY of any non-compliance or default by OWNER.

PUBLIC BENEFIT.

In consideration for the rights and benefits to OWNER under this Agreement, OWNER provides to CITY the following public benefits:

- (a) *Public Parkland Conveyance:* OWNER shall convey to CITY a parcel of real property within the Property, comprising approximately 1.95 acres, for development and use by CITY as a public park. OWNER shall convey such real property to CITY for the price of \$2,197,863.36, which the parties mutually acknowledge is below the fair market value of such real property as of the date of this Agreement. The conveyance of such real property shall be documented by a separate contractual instrument and accompanying grant deed.

DEFAULT, REMEDIES AND TERMINATION.

Rights of CITY after Default. In the event of a default by OWNER, CITY shall have hereunder all legal and equitable remedies as provided by law including, without limitation, the recovery of money damages or the termination of this Agreement, following the occurrence of a default or breach to enforce any covenant, obligation or agreement set forth herein. Before CITY may terminate this Agreement or take action to obtain judicial relief CITY shall comply with the notice and cure provisions of Section 6.3.

OWNER Remedy Limited to Specific Performance. The nature of a development agreement under the Development Agreement Statute is a very unusual contract involving promoting a very large development project facing many complex issues including geologic, environmental, finance, market, regulatory and other constantly evolving factors over an extremely long time frame. The high level of uncertainty and risk involved justify the extraordinary commitments made to OWNER by CITY. For purposes of enforcement, therefore, OWNER'S sole remedy for any breach of this Agreement shall be the remedy of Specific Performance and not the recovery of money damages of any kind from CITY. Before the OWNER takes action to obtain a judicial order for Specific Performance against the City, OWNER shall comply with the notice and cure provisions of Section 6.3.

Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a Default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of

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the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if such non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

1. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
2. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default;
3. Promptly commences to cure the default within the thirty (30) day period;
4. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure;
5. Diligently prosecutes such cure to timely completion then

The Defaulting Party shall not be deemed in breach of this Agreement once the breach has been timely cured. Notwithstanding the foregoing, the Defaulting Party shall be deemed in default under this Agreement if the breach or failure involves the payment of money but the Defaulting Party has failed to completely cure the monetary default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other agreements ("Termination Notice"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate the Agreement and such other agreements as the Non-Defaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate any agreements will only be waived or resolved (i) if the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) if the Non-Defaulting Party elects to revoke the Termination Notice.

Waiver of Breach. By not filing a challenge to CITY'S action to enact any Development Approval within the period established by applicable law, OWNER shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement. By recordation of a final subdivision map on any portion of the Property, OWNER shall be deemed to have waived any claim that any condition of approval of such final subdivision map is improper or that the condition of approval constitutes a breach of the provisions of this Agreement.

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Attorneys Fees. In the event either party to this agreement is forced to bring legal action to enforce its rights under this Agreement, and notwithstanding the limitation of OWNER'S remedies under Section 6.2, the prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and costs of suit.

RELEASES AND INDEMNITIES.

Third-Party Litigation.

Non-liability of CITY. As set forth above, CITY has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meet all of the legal requirements of State law. The Parties acknowledge that:

A. In the future there may be challenges to legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

B. If successful, such challenges could delay or prevent the performance of this Agreement and the Development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 7, neither Party shall have liability under this Agreement for any failure of the CITY to perform under this Agreement or the inability of the OWNER to Develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination resulting from any claim or litigation that on the Effective Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

Revision of Land Use Restrictions. If, for any reason, the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined, as provided above, to not be in compliance with the State or Federal Constitution, or applicable laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and as agreed by the Parties, in order to comply with such judicial decision.

Participation in Litigation: Indemnity. To the full extent permitted by law, OWNER shall indemnify and defend CITY and its elected and appointed boards, commissions, officers, agents and employees (each, an "Agent"), and will hold and save them and each of them harmless from any and all claims, litigation and damages (including but not limited to attorneys' fees and costs) against the City and/or Agent, and OWNER shall be solely responsible for any judgment arising therefrom. CITY shall provide OWNER with prompt notice of the pendency of such action and shall request that OWNER defend such action. OWNER may utilize the City Attorney's office or use competent legal counsel of its choosing, but shall reimburse CITY for any necessary legal cost incurred by CITY including, without limitation, reasonable

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costs incurred by the City Attorney to monitor activities of counsel chosen by the OWNER. OWNER'S obligation to pay the cost of the action, including judgment, shall extend until judgment is entered and completely satisfied. OWNER shall have the right, in its sole and absolute discretion, to determine that it does not want to defend any litigation, or appeal any judgment, attacking this Agreement or the Development Approvals in which case the CITY shall allow the OWNER to settle the litigation on reasonable terms OWNER determines, in its discretion, provided OWNER shall confer with CITY before acting and cannot bind CITY to terms CITY deems to be not in CITY'S best interests. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed.

Hold Harmless: Developer's Construction and Other Activities. OWNER shall indemnify, defend, save and hold CITY and its officers, agents and employees harmless from any and all claims, damages of any kind and litigation which may arise, directly or indirectly, from OWNER's or OWNER's agents, contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by OWNER or by any of OWNER's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for OWNER or any of OWNER's agents, contractors or subcontractors. Nothing herein is intended to make OWNER liable for the acts of CITY's officers, employees, agents, contractors of subcontractors.

Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than CITY's default as provided herein.

MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided CITY determines such interpretation or modification is consistent with the intent and purposes of this Agreement.

Any Mortgagee of the Property shall be entitled to the following rights and privileges:

Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing

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to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder; and (ii) in the event any Mortgagee seeks to develop or use any portion of the Property acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Plan applicable to the Property or such part thereof so acquired by the Mortgagee.

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MISCELLANEOUS PROVISIONS.

Term of Agreement. Unless earlier terminated as provided in Section 4 or Section 6 hereof, this Agreement shall continue in full force and effect for a period of six (6) calendar years from the Effective Date.

Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of CITY shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

Singular and Plural. As used herein, the singular of any word includes the plural.

Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such

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events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

Successors in Interest. As provided in Section 65868.5 of the Government Code, and except as otherwise provided in this Agreement, all of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon, and inure to the benefit of, CITY and OWNER, and their respective successors and assigns.

Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the Development of private property and the owner of such property.

Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and

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application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters.

Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he/they have the authority to execute this Agreement on behalf of his/their corporation, partnership or business entity and warrants and represents that he/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY: CITY OF COVINA

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

(SEAL)

OWNER: ONE CHARTER OAK, LLC

By _____
Title _____

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

State of California)
County of Los Angeles)

On _____, 2016, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

State of California)
County of Los Angeles)

On _____, 2016, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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Exhibit "A"
Legal Description of the Property

PARCEL 1 (PURCHASE PARCEL)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: A PORTION OF THE FRACTIONAL SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 9 WEST, IN THE RANCHO ADDITION TO SAN JOSE, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP OF THE SUBDIVISION OF THE RANCHO ADDITION TO SAN JOSE AND A. PORTION OF THE RANCHO SAN JOSE, RECORDED IN BOOK 22 PAGE 21 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY; AND PORTIONS OF LOTS 1 AND 6 IN BLOCK 3, AS SHOWN ON A MAP OF PARTITION OF THE HOLLENBECK RANCH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 39 OF RECORD OF SURVEYS, OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS BEGINNING AT A POINT ON THE CENTER LINE OF BANNA AVENUE, AS SHOWN ON A MAP OF TRACT 23473, RECORDED IN BOOK 610 PAGE 36 OF MAP RECORDS OF LOS ANGELES COUNTY, SAID POINT BEING SHOWN AS THE NORTHWEST CORNER OF LOT 1, BLOCK 3, PARTITION OF THE ROLLENBECK RANCH; THENCE NORTH 0° 15' 33" EAST 699.16 FEET ALONG THE PROPOSED CENTER LINE OF BANNA AVENUE, AS SHOWN ON SAID MAP OF TRACT 23473, TO A POINT IN THE SOUTHERLY LINE OF CYPRESS AVENUE, 60 FEET WIDE; THENCE NORTH 89° 59' 30" EAST 502.38 FEET ALONG THE SOUTHERLY LINE OF CYPRESS AVENUE, AS SHOWN ON SAID MAP OF TRACT 23473; THENCE SOUTH 0° 00' 30" EAST AT RIGHT ANGLES 219.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 42° 51' 13" AND A LENGTH OF 276.74 FEET; THENCE ALONG SAID CURVE SOUTHERLY AND SOUTHEASTERLY, A DISTANCE OF 276.74 FEET TO A POINT, A RADIAL LINE TO SAID POINT BEARING SOUTH 47° 08' 17" WEST; THENCE SOUTH 41° 51' 43" EAST, TANGENT TO SAID CURVE 100.00 FEET; THENCE SOUTH 47° 08' 17" WEST 178.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 42° 39' 09" AND A LENGTH OF 521.10 FEET; THENCE ALONG SAID CURVE, SOUTH-WESTERLY AND WESTERLY, A DISTANCE OF 521.10 FEET TO A POINT, A RADIAL LINE TO SAID POINT BEARING SOUTH 0° 12' 34" EAST; THENCE SOUTH 89° 47' 26" WEST TANGENT TO SAID CURVE 45.98 FEET, TO A POINT ON A LINE PARALLEL TO AND 20 FEET EASTERLY OF THE CENTER LINE OF BANNA AVENUE, AS SHOWN ON SAID MAP OF TRACT NO. 23473; THENCE NORTH 0° 12' 07" WEST ALONG SAID LINE PARALLEL TO AND 20 FEET EASTERLY OF SAID CENTER LINE OF BANNA AVENUE, 161.34 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF THE SUBDIVISION OF THE RANCHO ADDITION TO SAN JOSE AND A PORTION OF THE RANCHO SAN JOSE, AS SHOWN ON SAID MAP OF TRACT 23473; THENCE

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SOUTH 73° 20' 16" WEST ALONG SAID SOUTHEASTERLY BOUNDARY LINE OR ITS PROLONGATION 20.85 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFORM, THAT PORTION LYING SOUTHERLY OF A LINE PARALLEL WITH AND 232.50 FEET SOUTH OF THE CENTERLINE OF CYPRESS AVENUE AND LYING EASTERLY OF A LINE PARALLEL WITH AND 159.68 FEET WEST OF THE CENTERLINE OF KIDDER AVENUE.

APPROXIMATE AREA: 1.59 ACRES GROSS, 1.38 ACRES NET

PARCEL 2 (DEDICATED PARCEL)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE FRACTIONAL SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 9 WEST, IN THE RANCHO ADDITION TO SAN JOSE, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP OF THE SUBDIVISION OF THE RANCHO ADDITION TO SAN JOSE AND A. PORTION OF THE RANCHO SAN JOSE, RECORDED IN BOOK 22 PAGE 21 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY; AND PORTIONS OF LOTS 1 AND 6 IN BLOCK 3, AS SHOWN ON A MAP OF PARTITION OF THE HOLLENBECK RANCH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 39 OF RECORD OF SURVEYS, OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF BANNA AVENUE, AS SHOWN ON A MAP OF TRACT 23473, RECORDED IN BOOK 610 PAGE 36 OF MAP RECORDS OF LOS ANGELES COUNTY, SAID POINT BEING SHOWN AS THE NORTHWEST CORNER OF LOT 1, BLOCK 3, PARTITION OF THE ROLLENBECK RANCH; THENCE NORTH 0° 15' 33" EAST 699.16 FEET ALONG THE PROPOSED CENTER LINE OF BANNA AVENUE, AS SHOWN ON SAID MAP OF TRACT 23473, TO A POINT IN THE SOUTHERLY LINE OF CYPRESS AVENUE, 60 FEET WIDE; THENCE NORTH 89° 59' 30" EAST 502.38 FEET ALONG THE SOUTHERLY LINE OF CYPRESS AVENUE, AS SHOWN ON SAID MAP OF TRACT 23473; THENCE SOUTH 0° 00' 30" EAST AT RIGHT ANGLES 219.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 42° 51' 13" AND A LENGTH OF 276.74 FEET; THENCE ALONG SAID CURVE SOUTHERLY AND SOUTHEASTERLY, A DISTANCE OF 276.74 FEET TO A POINT, A RADIAL LINE TO SAID POINT BEARING SOUTH 47° 08' 17" WEST; THENCE SOUTH 41° 51' 43" EAST, TANGENT TO SAID CURVE 100.00 FEET; THENCE SOUTH 47° 08' 17" WEST 178.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 700.00 FEET, A CENTRAL

Attachment A

ANGLE OF 42° 39' 09" AND A LENGTH OF 521.10 FEET; THENCE ALONG SAID CURVE, SOUTH-WESTERLY AND WESTERLY, A DISTANCE OF 521.10 FEET TO A POINT, A RADIAL LINE TO SAID POINT BEARING SOUTH 0° 12' 34" EAST; THENCE SOUTH 89° 47' 26" WEST TANGENT TO SAID CURVE 45.98 FEET, TO A POINT ON A LINE PARALLEL TO AND 20 FEET EASTERLY OF THE CENTER LINE OF BANNA AVENUE, AS SHOWN ON SAID MAP OF TRACT NO. 23473; THENCE NORTH 0° 12' 07" WEST ALONG SAID LINE PARALLEL TO AND 20 FEET EASTERLY OF SAID CENTER LINE OF BANNA AVENUE, 161.34 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF THE SUBDIVISION OF THE RANCHO ADDITION TO SAN JOSE AND A PORTION OF THE RANCHO SAN JOSE, AS SHOWN ON SAID MAP OF TRACT 23473; THENCE SOUTH 73° 20' 16" WEST ALONG SAID SOUTHEASTERLY BOUNDARY LINE OR ITS PROLONGATION 20.85 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFORM, THAT PORTION LYING SOUTHERLY OF A LINE PARALLEL WITH AND 232.50 FEET SOUTH OF THE CENTERLINE OF CYPRESS AVENUE AND LYING WESTERLY OF A LINE PARALLEL WITH AND 159.68 FEET WEST OF THE CENTERLINE OF KIDDER AVENUE.

APPROXIMATE AREA: 0.74 ACRES GROSS, 0.57 ACRES NET

PARCEL 3 (LARGER PARCEL)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE FRACTIONAL SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 9 WEST, IN THE RANCHO ADDITION TO SAN JOSE, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP OF THE SUBDIVISION OF THE RANCHO ADDITION TO SAN JOSE AND A. PORTION OF THE RANCHO SAN JOSE, RECORDED IN BOOK 22 PAGE 21 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY; AND PORTIONS OF LOTS 1 AND 6 IN BLOCK 3, AS SHOWN ON A MAP OF PARTITION OF THE HOLLENBECK RANCH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 39 OF RECORD OF SURVEYS, OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

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Attachment A

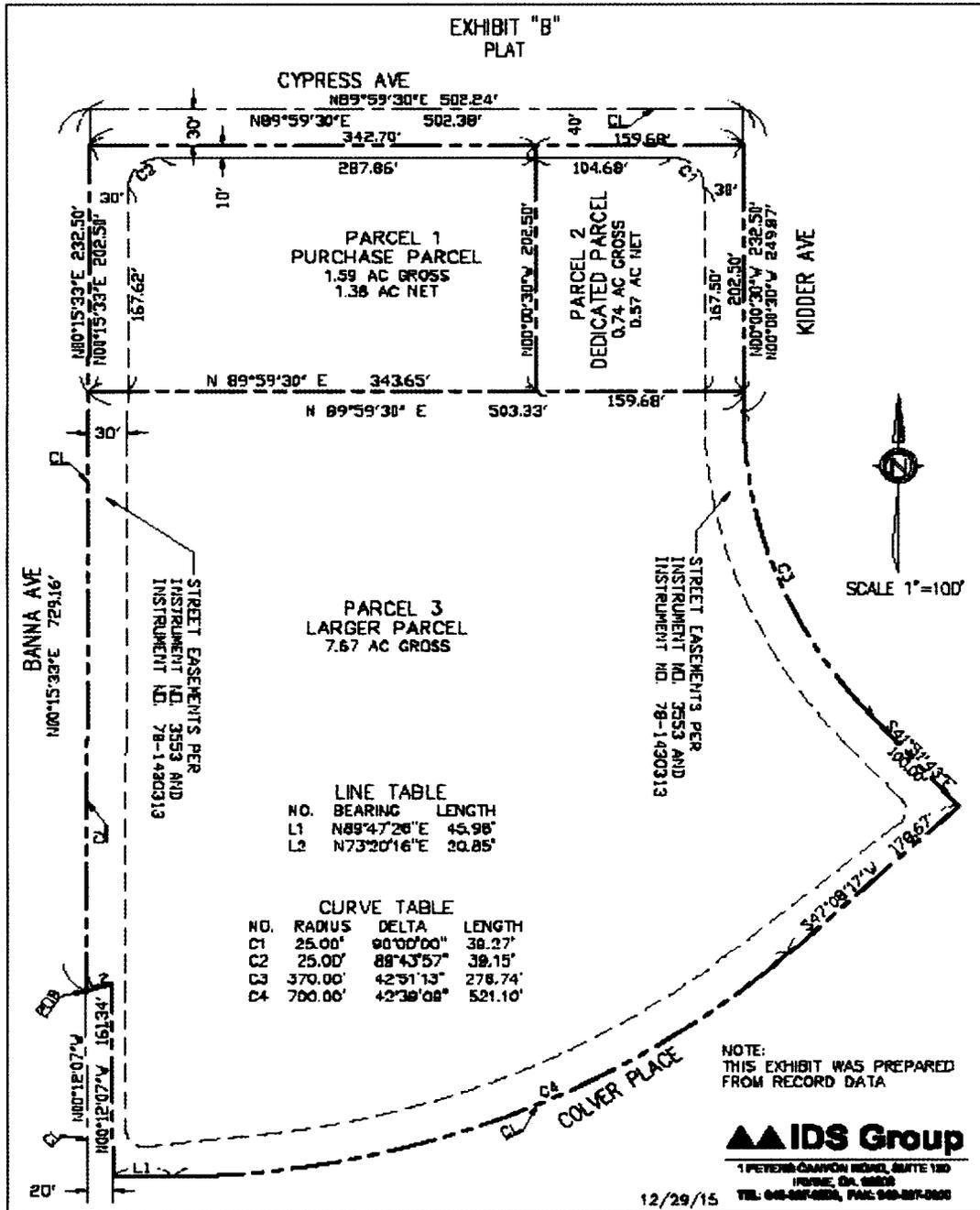
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EXCEPTING THEREFORM, THAT PORTION LYING NORTHERLY OF A LINE PARALLEL WITH AND 232.50 FEET SOUTH OF THE CENTERLINE OF CYPRESS AVENUE.

APPROXIMATE AREA: 7.67 ACRES GROSS

Attachment A

Exhibit "B"
Map showing Property and its location.





CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 2

MEETING DATE:

January 5, 2016

TITLE:

Public Hearing to consider a General Plan Amendment (GPA) 15-001, a Zone Change (ZCH) 15-001, a Planned Community Development Overlay District (PCD) 15-001, a Tentative Tract Map (TTM) 73455, a Site Plan Review (SPR) 15-009, a Purchase and Sale Agreement between the City of Covina and One Charter Oak, LLC, a Development Agreement (DA) 15-001 for a proposed 63-lot single-family residential subdivision and public park on an 8.15 acre site at 800 North Banna Avenue - APN: 8427-003-90 and a related Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program.

PRESENTED BY:

Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION:

- 1) City Council open public hearing, consider public testimony, and close the public hearing; and
- 2) After the close of the public hearing, if the City Council wishes to approve the land use entitlements, staff recommends that the Council make motions and take the actions in the order as listed below:
 - (a) Adopt **Resolution No. 16-7445** adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program with the mitigation measures contained therein; and
 - (b) Adopt **Resolution No. 16-7446** approving General Plan Amendment (GPA) No. 15-001; and
 - (c) Adopt **Ordinance No. 16-2049** approving Zone Change (ZCH) No. 15-001 by ordinance; and
 - (d) Adopt **Ordinance No. 16-2050** approving Planned Community Development Overlay District (PCD) No. 15-001; and
 - (e) Adopt **Resolution No. 16-7447** approving Tentative Tract Map (TTM) 73455, subject to conditions of approval; and
 - (f) Adopt **Resolution No. 16-7448** approving Site Plan Review (SPR) No. 15-001, subject to conditions of approval.
 - (g) Approve Purchase and Sale Agreement between the City and ONE CHARTER OAK, LLC, a California Limited Liability Company for the purchase of 1.4 acres of property generally bounded by Banna Avenue to the West, Cypress Street to the North, and Kidder Avenue to the East.

BACKGROUND:

In July 2014, Charter Oak Unified School District approved a purchase agreement with the developer, Sheldon Development Group, for the development of the project site. The developer initially submitted plans in April 2015 for a 108-unit subdivision on the 8.15-acre site, for a density of approximately 13.3 units per acre. After a neighborhood meeting and a public review period for the Initial Study/Mitigated Negative Declaration (IS/MND), the applicant resubmitted revised plans in September 2015 to respond to community comments and concerns. The revised plans resulted in a 63-unit subdivision on 6.15 acres of the site, a public park reserved for 2 acres of the site, which is a significant redesign of the site. The redesign of the project provides improved compatibility with the surrounding neighborhood, reduced the traffic impacts, and other impacts. Details of the project setting, project description, comments and changes to the plans as well as the findings for each of the land use entitlements are provided in Attachment G, Planning Commission Staff Report.

The City held a combined Planning Commission study session/neighborhood meeting of the revised development plans on September 29, 2015. Comments received addressed a continued concern with the proposed density, traffic, safety, park maintenance, architectural style and scale, and construction-related concerns because of noise, dust and rodents. A revised MND was circulated to the public for review and comment beginning October 30 and ending November 30, 2015. One comment letter was received. A summary of comments and responses are provided in Attachment F, Final MND (Section 6.0).

DISCUSSION:

On December 8, 2015, the Planning Commission conducted a public hearing to consider the proposed project. Staff provided a presentation that summarized the background and details of the proposed project, including all of the findings associated with each entitlement application. The applicant also presented and shared a video of neighbors voicing support for the project. During the public hearing, seven speakers spoke in favor of the project and three spoke in opposition to the project. Public concerns related to density, scale of the units and overall compatibility with the surrounding neighborhood, loss of street parking, traffic, pest and dust impacts during construction and future planning of the park.

After the conclusion of the public hearing, the Planning Commission discussed the proposed project and asked questions of Staff related to the public concerns voiced during the public hearing. Staff responses to the Planning Commission questions and the concerns from the speakers at the public hearing are as follows:

Density, Scale and Compatibility with the Surrounding Neighborhood. Initially the proposed project contained 108 units and a density of 13.3 units per acre, with a combination of two and three-story homes. The applicant significantly reduced the density to 63 units, or 7.7 units per acre, and converted all units to two stories. The proposed density is consistent with the Medium Density Residential designation, which allows a density of 6.1-14 units per acre, and provides an appropriate transition between the school and busy arterial of Cypress Avenue and the lower-density neighborhoods to

the south. The applicant also improved compatibility with the neighborhood by orienting units towards the street, compared to the initial submittal, which surrounded the development with a wall and turned units inward towards a private residential subdivision. Furthermore, while surrounding homes are one story in height, the proposed project incorporates smaller lot sizes (an average of 3,883 square feet), which reduces the size of homes, and steps back upper stories to soften the massing of the units. Staff and the Planning Commission determined that the improvements sufficiently addressed concerns and achieved a more compatible and appropriate development that fits within the context of the existing neighborhood.

Traffic. To address potential traffic concerns, the density of the project was reduced and new design features have been incorporated consisting of restriping along Colver Place and adding a new crosswalk on Cypress Street. While some on-street parking will be lost due to the new single-family homes and associated driveways, all units will have a 2-car garage and driveway on which to park their cars, and additional street parking is provided on internal private streets. Therefore, traffic and parking impacts have been minimized.

Construction Impacts. Staff included a condition of approval to address any short term impacts to the surrounding properties with a Construction Mitigation Plan, which addresses such things as site supervision, delivery/haul route and traffic control, construction parking, noise reduction, etc. At least one on-site security guard shall be provided 24 hours 7 days a week for preventing nuisance problems for the duration of the construction of the project. At the public hearing, the Planning Commission further added two conditions of approval to address the dust control and pest control during construction. The applicant will be required to submit a pest control plan for review and approval prior to issuance of grading permits; and the pest control plan shall be implemented for the duration of the construction for the project. In addition, the applicant shall work with the homeowners on Kidder Avenue, Banna Avenue and Colver Place adjacent to the project site and address and resolve any nuisance problems of dust control as a result of the construction on the project site.

Future Park. During the December 8, 2015 Planning Commission public hearing, one of the public comments received expressed concerns with the design and use of the future public park component. As expressed at the December 8, 2015 Planning Commission public hearing, the design intent of the future public park is to be a "passive park", in that no active recreational facilities and uses are envisioned. Typically, a "passive park" includes features such as walking paths, outdoor exercise stations, drought-tolerate landscaping, benches and trash receptacles.

Upon the acquisition of the future public park land, City staff will prepare a work plan which will include elements such as: public/community outreach and workshops, conceptual design preparation, park development cost estimates, park cost funding sources and a project timeline. At this time, it is estimated the initial public outreach/workshops will commence in the Spring of 2016.

Acquisition of 1.4 Acres for the Future Park. In regard to the acquisition of the public park land, the public park will consist of two (2) parcels. The first parcel will be approximately .57 acres in size. The .57 acre parcel is the land area the developer will be dedicating to the City of Covina pursuant to the Quimby requirement. The second parcel

will measure in size of approximately 1.4 acres. The second parcel will be purchased by the City of Covina. The combined land area of the future public park is approximately 1.97 acres. Included with this staff reports is a Purchase and Sale Agreement between the City of Covina and One Charter Oak, LLC (Attachment X) for the acquisition of the approximate 1.4 acres of park land. The other January 5, 2016 City Council agenda item is a Budget Amendment and City Council Resolution amending the Fiscal Year 2015-2016 to create the funding capability to purchase the aforementioned approximately 1.4 acre park land.

Overall, the proposed project provides a benefit to the community by supporting important policies of the Covina General Plan. Covina takes pride in the quality of its residential neighborhoods and the predominantly single-family character. The General Plan seeks to retain that primary character while also providing for a variety of housing densities. Diversity of housing types is important for long-term sustainability of the community. Furthermore, the General Plan encourages the development of underutilized infill sites where they are largely surrounded by other residential developments to maximize efficient use of existing infrastructure and to meet housing demand.

The proposed change in land use designation from School to Medium Residential Density (6.1-14 dwelling units per acre) will allow a wide range of housing types. The lower range of intensity (6.1-10 dwelling units per acre) is characterized by detached or attached housing structures such as small-lot subdivisions, single-unit zero-lot-line homes, cluster and patio homes. The higher range of intensity (10.1-14 dwelling units per acre) is characterized by duplexes and triplexes, and attached townhouse-type developments. Typically higher building intensity is more appropriate adjacent to parks, along transit routes and arterial roads. Therefore, the Medium Residential Density designation serves as an appropriate buffer (transition of density) between low-density residential areas. The proposed project would develop an underutilized infill site in an established single-family neighborhood with compatible low-rise, owner-occupied, detached single-family homes. The homes will be set back from the property line ranging from a minimum of 13 feet to 23 feet and be provided with aesthetic architectural treatments and landscaping. The proposed project also addresses the deficiency in parkland by setting aside two acres for the development of a neighborhood park. The project would also contribute 63 housing units to the City's remaining unmet need for 991 housing units, reducing the unmet need by more than 6 percent (Covina Draft Housing Element Update, dated November 15, 2010).

In conclusion, the benefits of the proposed project to the City outweigh the concerns raised by the public and therefore Staff and the Planning Commission by a unanimous vote recommend approval of the project and the various entitlements to the City Council.

FISCAL IMPACT:

A feasibility study was prepared for the One Charter Oak project to determine 1) the projected recurring fiscal impacts, 2) the estimated major one-time City development impact fees and 3) projected economic impacts of the proposed project. Based on this analysis, the total estimated recurring annual fiscal impact of revenue from this project (including property and sales tax, community facilities district, and other taxes and service fees) would be approximately \$138,000. The total estimated one-time investments by the developer (including infrastructure construction, impact fees, permit and development fees) would be approximately \$4,325,000.

PUBLIC HEARING NOTICE AND NOTIFICATION:

The applicant was given a copy of the staff report with associated attachments, all property owners within a radius of at least 1,000 feet from the overall project site were mailed notices of the City Council public hearing on December 22, 2015, a minimum of ten (10) days before the hearing as required by law. In addition, the public hearing notice was published in the San Gabriel Tribune newspaper on December 21, 2015, a minimum of fifteen (15) days before the hearing as required by law.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

An Initial Study/Mitigated Negative Declaration (IS/MND) and a Notice of Intent (NOI) to adopt an MND were released for public review for the original proposed project consisting of 108 units in May 2015. Subsequent to the release of the May 2015 IS/MND and NOI, changes were made to the design of the proposed project to reduce the number of units/lots from 108 to 63 and to set aside approximately 2 acres for a public park. The City subsequently revised the originally released MND and NOI in accordance with the changes that were made to the proposed project and released the revised MND and NOI for a 30-day public comment period between October 30, 2015 and November 30, 2015. Furthermore, a Notice of Intent to adopt a Mitigated Negative Declaration was published in the San Gabriel Valley Tribune on October 29, 2015.

The revised IS/MND determined that there could be significant impacts related to Cultural Resources, Hazards and Hazardous Materials, Noise, and Biological Resources but through the incorporation of mitigation measures, these impacts would be reduced to less than significant levels. Impacts to all other study areas were found to be less than significant.

OPTIONS FOR CITY COUNCIL:

- A. If the City Council can make the findings, approve the attached resolutions and ordinances and in the order as listed on the first page of the report.
- B. If the City Council cannot make the findings, then direct staff to prepare the appropriate resolutions denying the project.
- C. Continue the public hearing and allow the Applicant time to revise the development proposal to address any concerns or impacts raised by the City Council.

Respectfully submitted,

Brian K. Lee, AICP
Director of Community Development

Nancy Fong, AICP
Community Development Consultant

ATTACHMENTS:

- A. Area Map
- B. 1,000-foot Radius Map and Notification
- C. Summary meetings notes of May 13, and June 17, 2015 neighborhood meetings and Planning Commission Study Session Minutes of September 9, 2015

- D. Project Plans (reductions), full size under separate cover
- E. Planning Community Development
- F. Mitigated Negative Declaration, Mitigation Monitoring and Report Program and Technical Appendices
- G. December 8, 2015 Planning Commission Staff Report and Meeting Minutes
- H. Planning Commission Resolutions of Approval recommending approval to City Council
- I. City Council Resolutions and Ordinances:
 - Resolution No. 16-7445 – Mitigated Negative Declaration
 - Resolution No. 16-7446 - General Plan Amendment
 - Ordinance No. 16-2049 - Zone Change
 - Ordinance No. 16-2050 - Planned Community Development
 - Resolution No. 16-7447 - Tentative Tract Map
 - Resolution No. 16-7448 - Site Plan Review
 - Purchase and Sale Agreement between the City of Covina and One CHARTER OAK, LLC including Exhibits A and B
 - Ordinance No. 16-2048 - Development Agreement including actual agreement, Exhibits A and B
- J. Conditions of Approval
- K. Purchase and Sale Agreement



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 8

MEETING DATE: January 19, 2016

TITLE: **Ordinance No. 16-2051** Amending Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) of Covina Municipal Code (CMC) by Adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities)—Second Reading and Adoption

PRESENTED BY: Siobhan Foster, Director of Public Works
John Michicoff, Interim Director of Finance

RECOMMENDATION: Conduct second reading and adopt **Ordinance No. 16-2051** Amending Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) of Covina Municipal Code (CMC) by Adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities).

BACKGROUND:

On January 5, 2016, by a 5-0 vote with no abstentions, the City Council introduced Ordinance No. 16-2051 Amending Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) of Covina Municipal Code (CMC) by Adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities). This action provides the City with the ability to employ a best procurement practice utilized by cities, counties, and other governmental entities for the procurement of supplies, vehicles, equipment, and services.

DISCUSSION:

Specifically, the proposed Ordinance would allow the City Manager to waive the formal bid procedure prescribed in CMC Section 2.20.110 through 2.20.160 when it is to the City's advantage in the following instances:

- A. Supplies, vehicles, equipment, or services can be purchased in cooperation with other governmental entities or associations; or
- B. Supplies, vehicles, equipment, or services can be purchased from a vendor offering the same prices, terms, and conditions as in a previous award from the City or another governmental entity either by competitive bid or through a negotiated process.

Cooperative procurement is a term that refers to the combining of requirements of two or more procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. The basic principle behind cooperative purchasing is that supplies and services can often be purchased for less if bought in quantity.

“Piggybacking” is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing, terms, and conditions of a contract entered into by another entity. Generally the originating entity will competitively award a contract that will include language allowing for other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they would not otherwise receive if they competed on their own. This approach also generates cost savings and administrative efficiencies by eliminating the need for the piggybacking entity to develop specifications and conduct a separate bidding process for goods and services that have already been bid by other entities.

For these reasons, which are explained in detail in the attached January 5, 2016 Agenda Report, the Departments of Finance and Public Works recommends that the City Council conduct the second reading of and adopt Ordinance No. 16-2051.

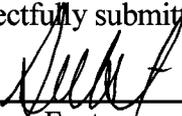
FISCAL IMPACT:

There is no direct fiscal impact from the first reading of Ordinance No. 16-2051, which would amend CMC Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) by adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities) when it is to the City’s advantage to do so. The addition of CMC Section 2.20.210 is expected to make the procurement of supplies and services more efficient and cost-effective. Cooperative procurement allows two or more public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. The “piggyback” provision onto contracts for supplies or services that have already been competitively bid or negotiated by other governmental entities may also offer advantageous pricing due to economies of scale, while generating cost savings and administrative efficiencies by eliminating the need to develop specifications and conduct a separate bidding process for goods and services that have already been bid by other entities.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENT:

Attachment A: January 5, 2016 Agenda Report, Item NB 1 (without attachments)

Attachment B: Ordinance No. 16-2051



CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 1

MEETING DATE: January 5, 2016

TITLE: Introduction of Ordinance No. 16-2051 Amending Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) of Covina Municipal Code (CMC) by Adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities)

PRESENTED BY: Siobhan Foster, Director of Public Works
John Michicoff, Interim Director of Finance

RECOMMENDATION:

- 1) Waive full reading, read by title only, and introduce for first reading **Ordinance No. 16-2051**; and
- 2) Authorize the Department of Public Works to schedule the second reading of the ordinance at the next City Council meeting on January 19, 2016.

BACKGROUND:

A best procurement practice utilized by cities, counties and other governmental entities for the procurement of supplies, vehicles, equipment and services is the ability to waive formal bid procedures to allow these items to be purchased in cooperation with other governmental entities or associations or purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another governmental entity either by competitive bid or through a negotiated process. Typically, the formal bid procedure may be waived by the City Manager, Purchasing Manager, or similar governmental official.

Cooperative procurement is a term that refers to the combining of requirements of two or more procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. The basic principle behind cooperative purchasing is that supplies and services can often be purchased for less if bought in quantity.

“Piggybacking” is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing, terms, and conditions of a contract entered into by another entity. Generally the originating entity will competitively award a contract that will include language allowing for other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they would not otherwise receive if they competed on their own. This approach also generates cost savings and administrative efficiencies by eliminating the need for the piggybacking entity to develop specifications and conduct a separate bidding process for goods and services that have already been bid by other entities.

DISCUSSION:

Ordinance No. 16-2051 would make available the model procurement practice outlined above to City of Covina operating departments by amending CMC Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) by adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities). As drafted, Ordinance No. 16-2051, would allow the City Manager to waive the formal bid procedure prescribed in CMC Section 2.20.110 through 2.20.160 when it is to the City's advantage in the following instances:

- A. Supplies, vehicles, equipment or services can be purchased in cooperation with other governmental entities or associations; or
- B. Supplies, vehicles, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another governmental entity either by competitive bid or through a negotiated process.

If the City Council concurs with the proposed recommendations, the City Council should read Ordinance No. 16-2051 by titles only, waive further reading, and introduce the ordinance.

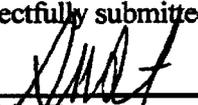
FISCAL IMPACT:

There is no direct fiscal impact from the first reading of Ordinance No. 16-2051, which would amend CMC Title 2 (Administration and Personnel) Chapter 2.20 (Purchasing Division) by adding Section 2.20.210 (Joint Purchasing Agreements with Other Governmental Entities) when it is to the City's advantage to do so. The addition of CMC Section 2.20.210 is expected to make the procurement of supplies and services more efficient and cost-effective. Cooperative procurement allows two or more public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices and the reduction of administrative time and expenses. The "piggyback" provision onto contracts for supplies or services that have already been competitively bid or negotiated by other governmental entities may also offer advantageous pricing due to economies of scale, while generating cost savings and administrative efficiencies by eliminating the need to develop specifications and conduct a separate bidding process for goods and services that have already been bid by other entities.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies on to projects that have the potential for causing a significant effect on the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENT:

Attachment A: Ordinance No. 16-2051

ORDINANCE NO. 16-2051

AN ORDINANCE OF THE CITY OF COVINA ADDING SECTION 2.20.210 TO CHAPTER 2.20 (PURCHASING DIVISION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE COVINA MUNICIPAL CODE PROVIDING FOR JOINT PURCHASING AGREEMENTS WITH GOVERNMENTAL ENTITIES

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.20 (Purchasing Division) of Title 2 (Administration and Personnel) of the Covina Municipal Code is hereby amended by adding a new Section 2.20.210 to read as follows:

“2.20.210. Joint purchasing agreements with other governmental entities.

When it is to the City’s advantage, the formal bid procedure prescribed in CMC 2.20.100 through 2.20.160 may be waived by the City Manager in the following instances:

- A. Supplies, vehicles, equipment, or services can be purchased in cooperation with other governmental entities or associations; or
- B. Supplies, vehicles, equipment, or services can be purchased from a vendor offering the same prices, terms, and conditions as in a previous award from the City or another governmental entity either by competitive bid or through a negotiated process.”

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Covina hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED and ADOPTED this 19th day of January 2016.

City Council of Covina, California

BY: _____
JOHN C. KING, Mayor

ATTEST:

SHARON F. CLARK,
Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 16-2051 was introduced for first reading at a REGULAR meeting on the 5th day of January 2016. Thereafter, said Ordinance was duly approved and adopted at a REGULAR meeting of said City Council on the 19th day of January 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Covina, California, this 19th day of January 2016.

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

MEETING DATE: January 19, 2016

TITLE: **Resolution No. 16-7453** Confirming Continued Existence of An Emergency Condition for Roycove Reservoir and Pump Station Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Adopt **Resolution No. 16-7453** confirming continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

BACKGROUND:

Roycove Reservoir and Pump Station, constructed in 1993 and located at 3001 N. Roycove Drive, has a 500,000-gallon capacity and provides water to Water Zone 5, which includes Terry Way, part of Via Verde Street, three residences on East Covina Hills Road, and Roycove Street. Recently two significant impediments to the operation of Roycove Reservoir and Pump Station have emerged and are in need of immediate attention.

The station recently failed two fire flow tests and did not perform adequately when field conditions simulated a third fire flow test due to the aged VFD system that controls the station's booster pumps. Frequent communication failures between the Roycove Reservoir and Pump Station Supervisory Control and Data Acquisition (SCADA) system and the SCADA base station located at the City Yard are also occurring.

These conditions are indicative of the station's inability to provide adequate water supply to Water Zone 5 for fire protection purposes, in the event of a major fire in Water Zone 5. Upgrade of the booster pump control panel and VFD and SCADA systems at the Roycove Reservoir and Pump Station, including the associated demolition and installation services, must be performed immediately to safeguard and mitigate the loss or impairment of life, health, property, or essential public services.

On October 6, 2015, the City Council adopted Resolution No. 15-7400 for the Roycove Reservoir and Pump Station Emergency Repair Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors and vendors to respond to the emergency conditions at Roycove Reservoir and Pump Station.

On October 20, 2015, the City Council adopted Resolution No. 15-7405 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On November 3, 2015, the City Council adopted Resolution No. 15-7411 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On November 17, 2015, the City Council adopted Resolution No. 15-7417 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On December 1, 2015, the City Council adopted Resolution No. 15-7425 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On December 15, 2015, the City Council adopted Resolution No. 15-7436 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and approved Change Order No. 1 to upgrade Variable Frequency Drive (VFD) design to allow pumps 2 and 3 to run on the VFD system or in bypass mode, increasing the contract cost with Brithinee Electric by \$970, from \$28,127 to \$29,097.

On January 5, 2016, the City Council adopted Resolution No. 16-7439 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

Public Contracts Code Section 22050 requires a governing body that takes action pursuant to subdivision (a) of that Section to review the emergency action at its next regularly scheduled meeting and, by a four-fifths vote, determine that there is a need to continue the action. Adoption of Resolution No. 15-7417 will confirm the continued existence of an emergency condition for Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

DISCUSSION:

The City Council’s adoption of Resolution No. 15-7405 on October 20, 2015 made the findings needed pursuant to the Public Contracts Code Sections 20168 and 22050 to allow the City Manager to immediately retain the services necessary to rehabilitate the Roycove Reservoir and Pump Station. The City retained without competitive bidding Brithinee Electric to design and build the booster pump control panel (VFD system), A & B Electric to perform demolition and booster pump control panel installation, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system controls.

The updated project schedule is outlined below with project completion expected on approximately January 19, 2016. Brithinee Electric completed building, cabling, and wiring the control panel and programming the VFD controller. The City is in possession of the control panel. Brithinee Electric will be on-site to perform system testing once A&B Electric installs the panel to ensure the booster pump control panel is operating properly.

A & B Electric has initiated demolition and will install the booster pump control panel the week of January 11, 2016. Weather permitting and barring any unforeseen circumstances, completion is expected in mid-January.

Control Automation is handling the configuration and installation of SCADA system controls. The panel assembly and PLC programming are finished. The Wonderware software program has also been completed. Weather permitting and barring any unforeseen circumstances, completion is expected in mid-January.

October 2015	November 2015	December 2015	January 2016
Brithinee Electric: Design and build the booster pump control panel (VFD system)			
A & B Electric: Demolition and booster pump control panel installation			
Control Automation Design, Inc.: Configuration and installation of SCADA system controls			

A & B Electric will coordinate with the Water Division to relocate and rewire one operational VFD to a different location in the pump station before the demolition of the existing booster pump control panel. This will allow one motor and pump to remain operational at all times without interruption in pumping services to Zone 5. One pump is sufficient to operate the station to meet daily water needs in Zone 5.

As a contingency, the City’s water distribution system is designed to automatically have Zone 4 open by pressure control valves and pressurize Zone 5, if the Roycove Station fails. When this has occurred previously, the automatic transition occurred as designed. Other zones are also able to provide water to and pressurize Zone 5, if needed. The only repercussion of this zone turnover is it provides the Zone 5 residences with 15 pounds per square inch (psi) of pressure instead of the normal 45 psi.

If there was a major fire in Zone 5, the Roycove Reservoir and Pump Station would not be able to provide adequate water supply for fire protection. While contingency plans are in place to provide Zone 5 with water from other booster stations, ongoing reliance on other stations is not optimal, especially in longer-term, emergency conditions. Zone 4 is able to provide water supply for Zone 5 fire protection with a gravity flow system from Roycove’s 500,000 gallon reservoir. As an added measure of protection, the Water Division will contact the Los Angeles County Fire Department prior to the start of the emergency repair project to alert the Fire Department of possible comprised fire protection in Zone 5. This will allow the Fire Department to be prepared ahead of time to ensure adequate water supply by, for example, using Zone 4 hydrants, which are located across the street from Zone 5 hydrants.

Pursuant to Public Contracts Code Section 22050, the City Manager, through the Department of Public Works, will provide project updates at every regularly scheduled City Council meeting until the emergency project is completed.

FISCAL IMPACT:

The estimated fiscal impact associated with the Roycove Reservoir and Pump Station Emergency Repair Project is approximately \$80,000. Sufficient funding for the proposed project is available in the Department of Public Works Department/Water Utility budget (account no. 6011-5060-55420). The following table represents a summary of the proposed project:

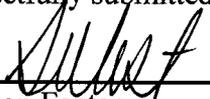
Booster Pump Control Panel/VFD System Upgrade	\$29,097
SCADA Upgrade	\$30,930
Demolition and Installation Services	\$12,570
Contingency Allowance	\$240
Contract Administration/Inspection	\$7,163
Estimated Total	\$80,000

The proposed emergency project has no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



 Siobhan Foster
 Director of Public Works

ATTACHMENTS:

Attachment A: Resolution No. 16-7453

RESOLUTION NO. 16-7453

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINA, CALIFORNIA, CONFIRMING THE CONTINUED
EXISTENCE OF AN EMERGENCY CONDITION FOR ROYCOVE
RESERVOIR AND PUMP STATION EMERGENCY REPAIR
PROJECT, PURSUANT TO SECTION 22050 OF THE CALIFORNIA
PUBLIC CONTRACT CODE**

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

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

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

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

WHEREAS, the City of Covina has identified that one of the City's water pumping stations, Roycove Reservoir and Pump Station, is in need of immediate attention. The station recently failed two fire flow tests and did not perform adequately when unexpected field conditions simulated a third fire flow test due to aged Variable Frequency Drive (VFD) system that controls the Station's booster pumps. Frequent communication failures between the Roycove Reservoir and Pump Station Supervisory Control and Data Acquisition (SCADA) system and the SCADA base station located at the City Yard are also occurring. These conditions are indicative of the Station's inability to provide adequate water supply to Water Zone 5 for fire protection purposes, in the event of a major fire in Water Zone 5. Upgrade of the booster pump control panel and VFD and SCADA systems at the Roycove Reservoir and Pump Station, including the associated demolition and installation services, must be performed immediately to safeguard and mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, on October 6, 2015, the Covina City Council adopted Resolution No. 15-7400 declaring an emergency condition and declaring that the public interest and necessity requires certain work to be performed without competitive bidding pursuant to California Public Contract Code Sections 20168 and 22050; and

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

WHEREAS, the City Manager immediately retained the services necessary to rehabilitate the Roycove Reservoir and Pump Station without competitive bidding, including Brithnee Electric to design and build the booster pump control panel (VFD system), A & B Electric to perform demolition and booster pump control panel installation, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system controls; and

WHEREAS, the schedule for the Roycove Reservoir and Pump Station Emergency Repair Project runs tentatively from early-October 2015 through project completion estimated to occur in mid-to-late January 2016; and

WHEREAS, on October 20, 2015, the Covina City Council adopted Resolution No. 15-7405 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on November 3, 2015, the Covina City Council adopted Resolution No. 15-7411 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on November 17, 2015, the Covina City Council adopted Resolution No. 15-7417 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on December 1, 2015, the Covina City Council adopted Resolution No. 15-7425 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on December 15, 2015, the Covina City Council adopted Resolution No. 15-7436 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, on January 5, 2016, the Covina City Council adopted Resolution No. 16-7439 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

WHEREAS, California Public Contract Code Section 22050, subdivision (c) provides that “If the governing body orders any action specified in subdivision (a), the governing body shall

review the emergency action at its next regularly scheduled meeting and...at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action;” and

WHEREAS, Resolution No. 16-7453 constitutes action specified in subdivision (a) of California Public Contract Code Section 22050; and

WHEREAS, emergency repairs to Roycove Reservoir and Pump Station are ongoing.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Covina, as follows:

SECTION 1. The City Council hereby reviews the emergency action approved in City Council Resolution No. 15-7400 to repair Roycove Reservoir and Pump Station pursuant to California Public Contract Code Section 22050.

SECTION 2. The City Council hereby determines that the emergency action to repair Roycove Reservoir and Pump Station needs to continue through project completion estimated to occur in mid-to-late January 2016 in order to respond to the emergency pursuant to California Public Contract Code Section 22050.

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

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

PASSED, APPROVED AND ADOPTED this 19th day of January 2016.

John C. King, Mayor

ATTEST:

Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 10

MEETING DATE: January 19, 2016

TITLE: Resolution No. 16-7455 – Amendment to the Operating Budget for Fiscal Year 2015-2016 to create a project budget for special technical studies, due diligence analysis, community workshops and economic analysis for the Covina iTEC project.

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION: Approval of Resolution No. 16-7455

BACKGROUND:

The potential reuse opportunity the vacant K-Mart property located at 1162 N. Citrus Avenue is significant. The City of Covina has a unique opportunity to partner with one other public agency and a private party to recycle the old K-Mart property into a use that would be a community benefit. However, as part of the due diligence necessary for City staff to analyze the merits and challenges with the reuse of the property, several special studies, specialized consultant reports and technical assistance will need to be prepared. The proposed budget amendment for the remainder of the 2015-2016 Fiscal Year, along with cash deposits from the two (2) other development partners would facilitate the funding of the necessary due diligence by City staff.

DISCUSSION:

The budget amendment would transfer \$75,000 from Account No. 1060-0000-59140 (Rule 20A Swap) to create a new Covina iTEC project account. The cash deposits received for this project would also be deposited into the new Covina iTEC project account. Currently, there is approximately \$1,000,000 in unencumbered funds in the Rule 20A Swap account.

City Council Resolution No. 16-7455 identifies the sources of the funds to be used for the Covina iTEC project as follows:

Existing Fund Account No.	Description	Amount	Budget Amendment Account No.	Description
1060-0000-59140	Special General Fund (Rule 20A Swap Funds)	\$75,000	4060-4000-55020	Transfer of Rule 20A swap funds to the Covina iTEC Project Fund
	<i>Grand Total:</i>	\$75,000	4060-4000-55020	Covina iTEC Project Fund

FISCAL IMPACT:

A total of \$75,000 would be transferred from the Rule 20A Swap fund from the Fiscal Year 2015 – 2016 Operating Budget into a new Covina iTEC Project Fund for the purposes of funding due diligence technical studies, economic feasibility analysis, and community outreach.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,

Brian K. Lee, AICP
Director of Community Development

ATTACHMENTS:

Attachment A: City Council Resolution No. 16-7455

PASSED, APPROVED AND ADOPTED this 19th day of January 2016.

John C. King, Mayor

ATTEST:

Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 16-7455 was duly adopted by the City Council of the City of Covina at a REGULAR meeting held on the 19th day of January, 2016, by the following vote:

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

Dated: January 20, 2016

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 11

MEETING DATE: January 19, 2016

TITLE: Los Angeles County Department of Children and Family Services
Adoption and Foster Parent Program EXPO

PRESENTED BY: Angel Carrillo, Assistant to the City Manager

RECOMMENDATION: Approve the City's Co-Sponsorship of the "Be a Hero Expo".

BACKGROUND:

Currently there are over 400,500 children in the US foster care system including over 55,800 in California. The Los Angeles County Department of Children and Family Services (LACDCFS) is working with over 18,000 children living in foster care and have nearly 500 children waiting for families to adopt them. LACDCFS is working on providing information to interested people on how to adopt a child or become foster parents.

DISCUSSION:

The City was contacted by Joe Santoro, former Council Member from the City of Glendora, and asked to partner with neighboring cities, Citrus College, community organizations, and the Los Angeles County Department of Children and Family Services on an adoption and foster parent information expo. The event titled "Be a Hero Expo" will be held on Saturday, April 9, 2016, at Citrus College in Glendora. The goal of the expo is to bring resources and contacts together and to help get the information out to the public for potential adoptive and or foster parents. The City would be asked to help promote the event such as placing it on our website and passing fliers and informational materials at City facilities. The City would also authorize the use of the City logo on marketing material.

Staff recommends becoming a co-sponsor of the "Be a Hero Expo" and assist in the promotion of the event. Alternatively, the Council may choose to not become a co-sponsor.

FISCAL IMPACT:

There is no fiscal impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Angel Carrillo
Assistant to the City Manager

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CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 1

-
- MEETING DATE:** January 19, 2016
- TITLE:** Public Hearing to consider approval of the Fiscal Year 2016-2017 Community Development Block Grant (CDBG) program budget
- PRESENTED BY:** Brian K. Lee, Director of Community Development
- RECOMMENDATION:**
1. Open the public hearing and receive public testimony;
 2. Close the public hearing;
 3. Consider approval of the FY 2016-2017 CDBG program budget as recommended in Column 4 of the Table on Attachment A with the provision that: (1) the amount be amended as shown in Column 5 of Attachment A when the Los Angeles County Community Development District (LACDC) freeze on unprogrammed funds is lifted; and (2) the allocations be adjusted based on the final allocation as determined by LACDC, with a maximum of 15 percent of funding allocated for public service programs;
 4. Adopt **Resolution No. 16-7452**, authorizing the allocation of the Forty Second Year CDBG funds for FY 2016-2017; and
 5. Authorize the City Manager or her designee to execute documents related to the FY 2016-2017 CDBG funds.
-

BACKGROUND:

As a municipality with a population below 50,000, the City of Covina (City) is ineligible to receive CDBG funding directly from United States Department of Housing and Urban Development (HUD). Instead, the City receives CDBG funds from LACDC through the Urban County Program. Under this program, LACDC applies to HUD for CDBG funding, and then divides the funding amongst its sub-recipients such as the City of Covina. The City's CDBG funding is accounted for under the Community Development Department budget.

LACDC requires that the City submits a preliminary budget and spending contract by January 31 of each year. Specific projects must be approved by LACDC and found to be in compliance with federal regulations.

DISCUSSION:

The LACDC has not notified the City of the estimated final allocation of CDBG funds for FY 2016-2017, but recommends using the allocation amount of \$310,813 for planning purposes. This allocation amount is a slight decrease from the \$317,156 allocated to the City in FY 2015-2016. CDBG funds can only be spent on activities that:

- Benefit low- and moderate-income persons
- Prevent or eliminate slum and blight, or
- Meet community development needs having a particular urgency (must pose a serious and immediate threat to the health of welfare of the community).

Under the CDBG program, public service (non-capital/non-construction) projects are limited to 15 percent of the annual allocation. The public service allocation for FY 2016-2017 will be \$46,621. Of the FY 2016-2017 funding, \$264,192 will be available for non-public service programming.

Expenses of administering the program will only be allowed for project-related tasks, and will be charged directly to the projects. There is no separate administrative allowance, as had been allowed in the past.

In addition to the current year’s allocation, carryover funds from current and prior years amounts to \$445,313. Prior year carryover funds, plus the FY 2016-2017 funding available for programming, results in a total of \$709,505 available for non-public service programming, as shown in the table below.

Table 1. Funding Availability including current year funds

FY 2016-2017 allocation	\$310,813
Prior Year carryover	\$245,313
Current Year carryover	<u>\$200,000</u>
Total available for programming	\$756,126
<u>Total available for public service programs</u>	<u>(\$ 46,621)</u>
Total available for non-public service programs	\$709,505

Current Year Carryover Funds

The Finance Advisory Committee (Committee), which considers applications for funding and makes recommendation for funding to the City Council, discussed the \$200,000 in current year carryover funds at its December 21, 2015, meeting. These funds are currently budgeted in the FY 2015-2016 Economic Development program; no funds have been spent. After discussing possible sources of funding for the construction of the new senior center, the Committee voted to terminate the existing Economic Development Program and establish a new program with a \$200,000 budget, “Senior Center Construction Project.” This does not change the City’s support of the public service projects (Second Start Literacy, Senior Case Management, Senior Nutrition, and Senior Information and Referral); all other current year programs continue unchanged. The termination of an existing CDBG program or the establishment of a new program mid-year requires that the City provide a 30-day public notice of the change. A notice has been published, and this matter will be presented to the City Council for discussion at a public hearing on Tuesday, February 16, 2016.

The planned use of the current year carryover funds changes the total available for programming for FY 2016-2017 as follows:

Table 2. Funding Availability not including current year funds

Fiscal Year 2016-2017 allocation	\$310,813
Prior Year carryover	<u>\$245,313</u>
Total available for programming	\$556,126
Total available for public service programs	<u>(\$ 46,621)</u>
Total available for non-public service programs	\$509,505

Fiscal Year 2017-2017 Funding Applications

Applications were received for the following public service programs:

- Senior Case Management
- Senior Information and Referral
- Senior Nutrition
- Second Start Literacy
- Economic Relief Center

Applications were received for the following non-public service programs:

- Housing Rehabilitation Program
- Senior Center Construction

All applications were submitted for City-run programs except for the Economic Relief Center, which was submitted by a local Community Development Corporation, Project 29:11.

The Committee considered all requests at their December 21, 2015, meeting. Six of the seven committee members attended this meeting. City staff members were also present to discuss their programs and to answer questions.

Revision to the FY 2016-2017 CDBG Planning Process

On December 17, 2015, the LACDC alerted city staff to a revision in the FY 2016-2017 CDBG planning process and the availability of funds for projects beginning July 1, 2016. The e-mail stated:

Historically, participating cities have been required to utilize their annual allocation and unprogrammed funds each year to fund eligible projects and programs planned for the next fiscal year. However, this planning approach must be suspended in order to meet a new requirement by the U.S. Department of Housing and Urban Development (HUD) to convert tracking of the CDBG Program Year grant funds from the “First In, First Out” (FIFO) tracking methodology that only provided a running balance of funds in the line of credit, to Grant Specific Accounting (GSA) which tracks each specific fiscal year grant.

Due to the new GSA requirements, the Community Development Commission (CDC) must implement new automated applications to modify our internal tracking systems to coincide with revisions to HUD’s Integrated Disbursement and Information System (IDIS). In order to complete these steps, it is necessary to suspend the use of pre-2016 funds that may be represented in the funding pools for our participating jurisdictions. This also includes the suspension of the CDBG Revolving Grant Fund program.

As a result, the CDBG Online System Planning Summaries will only reflect funding availability for new projects in the amount equal to your City's 2016-2017 CDBG annual allocation planning estimate. Amendments to existing projects may still be proposed and considered on a case-by-case basis. (Source: CDBG/EDL@lacdc.org, "[CDBG-EDL] Revision to the FY 2016-2017 CDBG Planning Process", December 17, 2015, 9:31 am)

These instructions from the LACDC limit the FY 2016-2017 funding to the new year's allocation of \$310,813, excluding the unprogrammed carry-over amount. It is not known when the LACDC will lift the freeze on the use of unprogrammed funds.

Final Recommendation by the Finance Advisory Committee on FY 2016-2017 funding

The Committee discussed this new approval process at its December 21, 2015, meeting, and then made two (2) recommendations to the City Council. The first Finance Advisory Committee recommendation, which funds the six (6) City-run programs, is shown in Table 3. The Economic Relief Center states in its application that other previously available funding sources are no longer forthcoming. However, the City-run programs will cease to operate entirely if funding is not received through the CDBG program or some other source.

Table 3: Finance Advisory Committee Recommendation Part 1

<u>Program</u>	<u>Recommended FY 16-17 funding</u>
Second Start Literacy	\$16,621
Senior Information & Referral	\$10,000
Senior Nutrition	\$10,000
Senior Case Management	\$10,000
Housing Rehabilitation	\$75,000
Senior Center Construction	<u>\$189,192</u>
Total	\$310,813

When the freeze on the use of unprogrammed funds is lifted, the Committee approved a second budget, which will amend the amounts above for the non-public service program as follows:

Table 4: Finance Advisory Committee Recommendation Part 2

<u>Program</u>	<u>Recommended FY 16-17 funding</u>
Second Start Literacy	\$16,621
Senior Information & Referral	\$10,000
Senior Nutrition	\$10,000
Senior Case Management	\$10,000
Housing Rehabilitation	\$109,505
Senior Center Construction	<u>\$400,000</u>
Total	\$556,126

The recommendation above –which increases the Housing Rehabilitation Program by \$34,505, and the Senior Center Construction Project by \$210,808 – will not be transmitted to the LACDC until the freeze on unprogrammed funds is lifted.

The recommendations are shown in Columns 4 and 5 in Attachment A. Staff concurs with the Committee recommendations. Minutes of the December 21, 2015, Finance Advisory Committee

meeting are attached as Attachment B. The public hearing today was properly noticed and provides the public with a forum to discuss this matter.

Update on FY 2015-2016 CDBG status

In Fiscal Year 2015-2016, \$317,156 has been budgeted in six (6) projects, as follows:

Table 5: Current Year 15-16 CDBG program status

	<u>Program</u>	<u>Current FY 15-16 funding</u>
Public Service	Second Start Literacy	\$17,572
	Senior Information & Referral	\$10,000
	Senior Nutrition	\$10,000
	Senior Case Management	\$10,000
-----	-----	-----
Non-Public Service	Housing Rehabilitation	\$69,584
	Economic Development	\$200,000
Total		\$317,156

\$245,313 in unused FY 14-15 funds remain unprogrammed.

Staff is currently working with two (2) homeowners on housing rehabilitation projects. Staff is also working with another homeowner on the application for a housing rehabilitation project. To date, \$19,971.23 has been expended, including administrative expenses. Administrative expenses are limited to 20 percent (20%) of the program funds that are project-related. Administrative expenses are estimated at \$12,000. No funds have been expended in the Economic Development project, which may be terminated and funds re-allocated. Projects funded in prior fiscal years are being monitored for compliance.

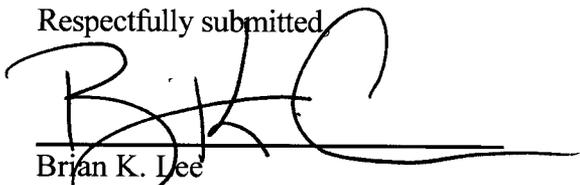
FISCAL IMPACT:

The City anticipates that no more than \$310,813 of federal CDBG funds will be available to the City. These funds will reimburse the expenditures of the programs. This amount is approximately the same as the last four fiscal years' funding.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This activity will not result in a reasonably foreseeable change to the physical environment; it is exempt from CEQA under State CEQA Guidelines 15061 (b) (2) and (3) and does not constitute a project.

Respectfully submitted



Brian K. Lee
Director of Community Development

ATTACHMENTS:

- A: Funding Table with recommendations approved December 21.
- B: Minutes of the Finance Advisory Committee meeting of December 21, 2015
- C: Resolution 16-7452

ATTACHMENT A

Recommended Funding Table

CITY OF COVINA CDBG APPROVED PROGRAMS 2016-2017

<u>For Planning Purposes 2016-2017:</u>	<u>Funding Available</u>
a New Year Funds Available (FY16-17) estimated allocation	\$310,813
b Carry-over funding (from FY 14-15)	\$245,313
Public Services (15%)	\$46,621
Other (85%)	\$264,192
Total funding available FY 2016-2017 (a+b)	\$556,126

1	2	3	4	5
Existing LACDC Project #	Program Name	Requested Program Amount FY 16-17	Committee Recommendation using Current Allocation FY 16-17	Committee Recommendation using carryover from FY 14-15 FY 16-17 Amended
	<u>PUBLIC SERVICE PROGRAMS</u>			
1	D96153-15 Second Start Literacy	\$17,572	\$16,621	\$16,621
2	601181-15 Senior Info & Referral	\$10,000	\$10,000	\$10,000
3	601198-15 Senior Nutrition (YWCA)	\$10,000	\$10,000	\$10,000
4	601194-15 Sr. Case Mgmt (YWCA)	\$10,000	\$10,000	\$10,000
5	New Project 29:11 Economic Relief Center	\$10,000	\$0	\$0
	Subtotal Public Service	\$57,572	\$46,621	\$46,621
	<u>Other Programs</u>			
6	New Senior Center Construction	\$600,000	\$189,192	\$400,000 *
7	D96164-15 Residential Rehabilitation	\$114,741	\$75,000	\$109,505
	Subtotal Other Programs	\$714,741	\$264,192	\$509,505
	Total Funding Requested	\$772,313	\$310,813 **	\$556,126

* This recommendation is based on a new FY 2015-2016 Senior Center Construction project being funded in the amount of \$200,000 to assist with the feasibility study.

**As of December 17, 2015, LACDC has notified the City that any proposed reprogramming CDBG fund changes are frozen until LACDC software formatting changes are completed. An estimated completion date is not known at this time.

**FINANCE ADVISORY COMMITTEE
MINUTES OF SPECIAL MEETING
December 21, 2015**

The special meeting of the Finance Advisory Committee was held on Monday, December 21, 2015, at 6:30 p.m., in the City of Covina Council Chamber, 125 E. College Street, Covina, CA 91723.

Members Present: Claudia Casasola, Geoff Cobbett, Mark Cook, Richard Jett, Kay Manning, Tom Melendrez

Members Absent: Diane Fonseca

Council Liaison: Peggy Delach (absent), Kevin Stapleton (absent)

Staff Present: John Michicoff, Interim Finance Director, Brian K. Lee, Director of Community Development, Amy Hall McGrade, Parks and Recreation/Library Director, Melody Hynes, Community Relations Supervisor, Lilly Jimenez, Literacy Coordinator, Nuala Gasser, Sr. Housing & CDBG Economic Development Manager

Public Present: None

CALL TO ORDER

The meeting was called to order at 6:35 p.m. A quorum was present.

AGENDA POSTING DECLARATION

The Sr. Housing & CDBG Economic Development Manager hereby declares the agenda for the December 21, 2015, meeting was posted near the front entrance of City Hall, 125 East College Street, Covina, in accordance with Section 54954.2(a) of the California Government Code.

PUBLIC COMMENTS

None.

REPORTS

1. Report on Section 108 Loan

After discussion, Committee Member Cook made a motion to receive and file the report on Section 108 Loans. Committee Member Melendrez seconded the motion, and the Committee approved the motion on Report Item 1.

Motion approved Report Item 1 as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

NEW BUSINESS

1. FY 2015-2016 Project 600525-15 (Economic Development) Budget Modification

The Director of Community Development reviewed the staff report, and added that after the packets had been distributed, the Los Angeles Community Development Commission (LACDC) revised the planning process procedure for FY 2016-2017 by e-mail notice on Thursday, December 17, 2015. The unprogrammed funds, which previously had been available and were required to be budgeted, are suspended and not available for budgeting until further notice from the LACDC. This suspension also affects any mid-year activity. While an existing project may be terminated, a new project using the funds that would now be “unprogrammed” would not be allowed until further notice. Therefore, if the Economic Development project were to be terminated in order to institute a new project, the funds would not be immediately available for programming.

The Director explained that when a project is terminated, it is required by LACDC to publish a 30-day notice of public hearing.

After discussion, Committee Member Melendrez made the motion to recommend to the City Council that the Economic Development program be terminated. The amendment to terminate the program is to be completed when the freeze on the use of un-programmed funds is lifted by the Los Angeles Community Development Commission. Committee Member Cobbett seconded the motion. The Committee approved the motion.

Motion approved New Business Item 1 as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

2. New FY 2015-2016 Project “Senior Center Construction Phase 1”

The Committee discussed re-programming the funds from the terminated Economic Development program. Committee Member Cobbett made a motion to re-budget the Economic Development funds in a new FY 2015-2016 project, “Senior Center Construction”, as follows: The recommendation to fund a new FY 2015-2016 Senior Center Construction Project will be made to the City Council, with processing to occur when the Los Angeles Community Development Commission removes the freeze on un-programmed

funds. If the freeze is not removed in time to institute a program in FY 2015-2016, it is recommended that the funds be used for the Senior Center Construction project in FY 2016-2017. The Committee approved the motion.

Motion approved New Business Item 2 as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

3. CDBG funding for applicants and programs for FY 2016-2017

The Director of Community Development made a short presentation on the CDBG program, with a PowerPoint describing the Funding Table, to discuss possible funding and budgeting limits, given the new directive from the LACDC regarding the new planning procedures for FY 2016-2017 funding. The Committee members discussed programs briefly with City staff who were present. Committee member Manning asked if the \$10,000 minimum funding is still a requirement for public service programs. Staff responded that the limit, imposed by the LACDC, still stands. Committee Member Cook made a motion to recommend to the City Council to fund the four continuing Public Service projects, as well as the Covina Housing Rehabilitation and Senior Center Construction projects, as follows:

Finance Advisory Committee Recommendation Part 1

<u>Program</u>	<u>Recommended FY 16-17 funding</u>
Second Start Literacy	\$16,621
Senior Information & Referral	\$10,000
Senior Nutrition	\$10,000
Senior Case Management	\$10,000
Housing Rehabilitation	\$75,000
Senior Center Construction	<u>\$189,192</u>
Total	\$310,813

The Committee approved the motion unanimously.

Motion approved New Business Item 3, using FY 16-17 funds only, as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

The Committee discussed the future possibility of the unprogrammed funds being available for budgeting. Committee Member Cobbett made the motion, seconded by Committee Member Manning, to recommend to the Council that when the freeze on the use of unprogrammed funds is lifted, to amend the amounts just approved for FY 2016-2017

Housing Rehabilitation and Senior Center Construction to a total of \$109,504 and \$400,000, respectively. The Committee approved the motion unanimously. The revised recommendation would be:

Finance Advisory Committee Recommendation Part 2

<u>Program</u>	<u>Recommended FY 16-17 funding</u>
Second Start Literacy	\$16,621
Senior Information & Referral	\$10,000
Senior Nutrition	\$10,000
Senior Case Management	\$10,000
Housing Rehabilitation	\$109,505
Senior Center Construction	<u>\$400,000</u>
Total	\$556,126

Motion approved New Business Item 3, using FY 16-17 funds and unprogrammed funds, as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

4. Revenue Enhancement

Interim Finance Director made a presentation on the Utility Users Tax (UUT) and options for revenue enhancement, providing the following information:

- \$5.2 million, or 16% of City general fund revenues, comes from the UUT.
- 70% of funds from the general fund go toward public safety uses.
- If the City were to lose the UUT, Council would need to determine how to reduce operating costs. If done proportionally with each department, the reduction may include a \$3 to \$3.5 million reduction in public service.
- The UUT will sunset in in March 2019.
- The City would need to hold an election on the extension of the UUT long before the expiration date.
- The UUT as it stands is for a general purpose, which needs a simple majority.
- 2/3 vote is needed if it is a special tax, for a specific use.
- A parcel tax would be another option.
- The City could join the fire district, a process that must go through state legislation. Any additional tax needed would then be placed on the ballot subject to the 2/3 minimum vote requirement.

The Committee discussed the options, and determined that the UUT is needed. Committee Member Cook moved, seconded by Committee Member Melendrez, that the Finance Advisory Committee recommend to the City Council that the Finance Advisory Committee take the lead and pursue the passage of a Utility Users Tax with modifications to the current language. The Committee members approved the motion unanimously.

Motion approved New Business Item 4, as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

DISCUSSION

The Committee asked the Finance Director to provide a list of what is currently taxed and what is not under the UUT. He will provide the list. The Committee discussed the need to know when future Committee meetings are planned, especially if the Council approves the recommendation for the Committee to lead on the UUT election. That process will entail a great deal of work and coordinated meetings.

The Finance Director told the Committee he would have information in the time period between mid-January and the end of January. It was agreed by all present that Thursday is a good meeting day.

ANNOUNCEMENTS/ADJOURNMENT

There being no further business, the meeting adjourned at 8:45 pm.

Respectfully Submitted,

Nuala Gasser
Sr. Housing & CDBG Economic
Development Manager

Approved and adopted this _____ day of _____, 2016.

Rich Jett, Chairperson

RESOLUTION NO. 16-7452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AUTHORIZING THE ALLOCATION OF THE FORTY-SECOND YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2016-2017

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments with the resources necessary to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of Covina contracts with the Los Angeles County Community Development Commission for the disbursement of Community Development Block Grant Funds, through the Urban County Program; and

WHEREAS, the City of Covina will receive an estimated total of \$310,813 in Fiscal Year 2016-2017 in CDBG Funds and \$245,313 in previous year unallocated funds, for a total of \$556,126; and

WHEREAS, the City Council has conducted a public hearing, with the required prior notice, to provide the public with an opportunity to comment on the programs proposed for the Fiscal Year 2016-2017 CDBG funds program.

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

SECTION 1. The City Council approves the CDBG program budget for Fiscal Year 2016-2017 and instructs staff to submit the necessary documentation and a copy of this Declaration to the Los Angeles County Community Development Commission.

SECTION 2. The City Council authorizes City staff to adjust the program budget as necessary throughout the Fiscal Year, based on the final allocation, with a maximum of 15 percent of funding allocated for public service programs. This includes, but is not limited to, allocating amounts on a per project basis, adjusting project budgets, implementing a new project or cancelling existing activities, to allow for the timely expenditure of CDBG funds.

SECTION 3. The City Manager or her designee is authorized to execute documents related to the Fiscal Year 2016-2017 CDBG program.

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

APPROVED and PASSED this 19th day of January, 2016.

City Council of Covina, California

BY: _____
JOHN C. KING, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7452 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 19th day of January, 2016, by the following vote:

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

Dated: January 19, 2016

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA AGENDA REPORT

ITEM NO. PH 2

MEETING DATE: January 19, 2016

TITLE: A Public Hearing to Consider Issuing a Report and Subsequent Adoption of an Urgency Ordinance No. 16-2052 Extending a Moratorium on Issuing Any Permits For Any New Used Merchandise, Secondhand and/or Thrift Stores Or The Expansion Of Any Existing Used Merchandise, Secondhand and/or Thrift Stores

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

- RECOMMENDATION:**
1. Open the public hearing, receive public testimony and close the public hearing; and
 2. Adopt and issue the report on measures taken during the moratorium per Government Code Section 65858 (Attachment B); and
 3. Adopt **Urgency Ordinance No. 16-2052**, An Urgency Ordinance of the City of Covina Extending the Term of Ordinance No. 15-2047 Enacted Pursuant to Government Code Section 65868 Establishing a Moratorium on the Establishment of Any New Used Merchandise Stores and Secondhand Stores, or Thrift Stores in the City of Covina, or the Expansion of Any Existing Used Merchandise Stores, Secondhand Stores or Thrift Stores, Declaring the Urgency Thereof and Making a Determination of Exemption under the California Environmental Quality Act; a four-fifths (4/5) vote is required per California Government Code Section 65858(b); and
 4. Direct staff to draft revisions to Chapter 17 of the Covina Municipal Code relating to Used Merchandise, Secondhand and/or Thrift Stores and return to the City Council for consideration of the proposed revisions by April 2016.

BACKGROUND

At the December 15, 2015, City Council Meeting, the City Council adopted an urgency ordinance (Ordinance No. 15-2047), which placed a 45 day city-wide moratorium on the establishment of new and expansion of existing used merchandise, secondhand and/or thrift stores.

This request was made because recently the City has received inquiries from proprietors of for-profit types of used merchandise, secondhand and/or thrift stores that want to locate their businesses in Covina. However, the Covina Municipal Code (CMC) does not adequately define

or list used merchandise or secondhand stores as allowed or conditionally permitted uses. Further, the CMC lacks specific regulations for the operation of thrift stores and does not address used merchandise and secondhand stores. To provide staff with an opportunity to fully explore this issue and develop proposed regulations that ensure that the City's commercially zoned areas maintain an appropriate and balanced mix of commercial and retail uses so as to maintain a vibrant and healthy local economy, it was recommended the City Council establish a moratorium on issuing any permits for any new used merchandise, secondhand, and/or thrift stores or any expansion of these uses.

DISCUSSION

The purpose of this report is to request City Council approval to extend the moratorium for an additional 10 months and 15 days to December 9, 2016, per California Government Code Section 65858. Because the City's current Municipal Code does not have any development standards regulating used merchandise, secondhand and thrift stores, staff believes the extension of time is warranted to conduct thorough research on the subject matter that will assist staff in preparing revisions to the Municipal Code.

As stated in Government Code Section 65858, at least 10 days prior to the expiration of the initial 45 day moratorium, the City Council is required to issue a written report (Attachment B) describing the measures taken to alleviate the conditions that led to the adoption of the ordinance. Since the Ordinance No. 15-2047 has been in effect, staff has and continues to research and review materials related to used merchandise, secondhand and thrift stores. To date, staff has obtained a variety of documents related to used merchandise, secondhand and thrift stores, including zoning regulations from various cities, studies and ordinances discussing used merchandise, secondhand and thrift stores and their impacts on local communities. However, in order to thoroughly study the material and establish appropriate mechanisms to address the City's concerns related to used merchandise, secondhand and thrift stores, staff intends to study:

- 1) The concentration of all types of existing used merchandise, secondhand and thrift stores in the City to determine if an over-concentration of used merchandise, secondhand or thrift stores exist and if prior approval of a conditional use permit should be required as part of the planning entitlement process.
- 2) Appropriate definitions for used merchandise, secondhand and thrift stores. The Code currently has no definitions for used merchandise or secondhand stores, and the definition of a thrift store in the Code includes only those that are not-for-profit.
- 3) The provisions of the Zoning Code related to the City's commercial zones need to be updated to consolidate uses, more clearly define uses, add uses, and generally clarify the Code. A work program to evaluate all commercial zones and uses, and thrift stores, secondhand and used merchandise stores will be included in that effort.
- 4) Specific development standards for used merchandise, secondhand and thrift stores, including, but not limited to, hours of operations, outdoor display of merchandise, and minimum building requirements.

Therefore, staff believes the extension of the Ordinance No. 15-2047, will protect the public safety, health, and welfare. Without establishing appropriate zoning regulations within the various commercial zoning districts that could accommodate this particular type of land use category, it would be inconsistent with the General Plan goals and policies of capturing a greater variety of retail stores and a providing a balanced mix of retail stores.

If adopted by a 4/5th vote of the City Council, then this extension would prevent used merchandise, secondhand and thrift stores from locating or expanding the City for an additional 10 months and 15 days. That timeframe does not preclude staff from presenting those findings to the City Council prior to the expiration of the extended moratorium.

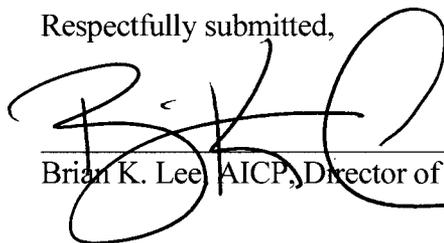
FISCAL IMPACT

There is no fiscal impact.

ENVIRONMENTAL DETERMINATION

Staff finds that it can be seen with certainty that there is no possibility the adoption of this Urgency Ordinance and extension of the moratorium, will have a significant effect on the environment, because the moratorium will maintain the current environmental conditions arising from the current land use regulatory structure as adopted by the City, will preclude the establishment of a category of uses for a limited period of time, and will serve to reduce potential significant adverse environmental impacts caused by the establishment of any new used merchandise, secondhand store or expansion of any existing used merchandise, secondhand store. Staff finds that the adoption of Urgency Ordinance No. 16-2052 is therefore exempt under California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Respectfully submitted,



Brian K. Lee, AICP, Director of Community Development

ATTACHMENTS:

- A. Ordinance No. 16-2052
- B. Report on Measures Taken to Alleviate the Conditions That Led to the Adoption of Ordinance 15-2047

ATTACHMENT "A"
ORDINANCE NO. 16-2052

**AN URGENCY ORDINANCE OF THE CITY OF COVINA
EXTENDING THE TERM OF ORDINANCE NO. 15-2047
ENACTED PURSUANT TO GOVERNMENT CODE SECTION
65858 ESTABLISHING A MORATORIUM ON THE
ESTABLISHMENT OF ANY NEW USED MERCHANDISE
STORES AND SECONDHAND STORES, OR THRIFT STORES IN
THE CITY OF COVINA, OR THE EXPANSION OF ANY
EXISTING USED MERCHANDISE STORES, SECONDHAND
STORES OR THRIFT STORES, DECLARING THE URGENCY
THEREOF AND MAKING A DETERMINATION OF EXEMPTION
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS
FOLLOWS:**

Section 1. Purpose and Intent. The City of Covina intends to ensure that the City's commercially zoned areas maintain an appropriate and balanced mix of commercial and retail uses so as to maintain a vibrant and healthy local economy. A review of the Covina Municipal Code (CMC) indicates that regulations and development standards related to used merchandise stores, secondhand stores and thrift stores are either outdated or lack clarity. The City has established a moratorium on the development and operation of new used merchandise stores, secondhand stores, and thrift stores in the City, and on the expansion of existing similar uses in the City so as to permit further study of the City's zoning regulations.

Section 2. Legislative Findings.

A. On December 15, 2015, the City Council of the City of Covina conducted a public hearing, notice of which was given pursuant to Government Code Section 65090, and adopted Ordinance 15-2047, establishing a 45-day moratorium prohibiting the establishment of new, and the expansion of existing, used merchandise stores, secondhand stores and thrift stores within the City of Covina. Ordinance No. 15-2047 is scheduled to expire on January 29, 2016.

B. On January 19, 2016, the City Council conducted a public hearing, notice of which was given pursuant to Government Code Section 65090, on the extension of the term of the moratorium imposed by Ordinance 15-2047 and on the basis of the record thereof makes the following findings in support of an extension of the term of the moratorium imposed by Ordinance 15-2047.

C. The City is responsible for adopting and implementing land use regulations within its boundaries. The Covina Municipal Code (CMC), which has not been comprehensively updated since 1975, generally regulates the entitlement, establishment and operation of antique shops and thrift shops within the City. Section 17.04.051 of the CMC defines an "antique shop" as "a place where articles, merchandise and furniture are sold which are over 50 years old, or are sold for a higher price than originally purchased." Section 17.04.576 of the CMC defines "thrift shop" as "a retail establishment operated by a chartered nonprofit organization, offering for sale to the general public various items which have been donated to the organization."

D. Over time, businesses that sell used or secondhand merchandise, other than antique and non-profit thrift shops, have established in the City, including collectible stores, consignment shops and thrift stores operated by for-profit organizations. Since 1975, the character of used merchandise stores, secondhand stores, and thrift stores has changed significantly, including their increased popularity and proliferation. A Covina General Plan goal and policy (Chapter III3a13) encourages the capturing of a greater variety of retail stores, shops, and restaurants to attract more patrons, generate sales tax and further improve the community's image. It is therefore necessary to update the CMC to encompass all variations of used merchandise stores, secondhand stores and thrift stores, in order to ensure and maintain a balance of a variety of stores in the commercial areas. Another General Plan goal and policy (Chapter III 3a7) is to "accommodate new and expanded commercial and industrial developments, for community betterment and image enhancement and related reasons, in a fashion that neither adversely affects the integrity of established commercial and/or industrial areas nor unreasonably encroaches into residential neighborhoods and that does not impose an undue burden on local infrastructure or services." Because it is the intent of the General Plan to expand the variety of commercial and retail stores available in the City, there is a need to update the CMC to address and expand this particular retail land use category.

E. There is a current and immediate threat to the public health, safety and welfare presented by the establishment of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores, secondhand stores, and thrift stores. Without establishing appropriate zoning regulations within the various Commercial Zones that could accommodate this particular type of land use category, it would be inconsistent with the General Plan goals and policies of capturing a greater variety of retail stores and providing a balanced mix of retail stores.

F. The City Council finds that additional planning and research are necessary to study the adequacy of its existing ordinances before the City adopts any regulation governing used merchandise stores, secondhand stores and thrift stores. The City requires a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating these businesses in order to prevent negative impacts on City residents, businesses and visitors. The City has begun such a study. Given the time required to undertake the study and planning, the City Council finds that it is necessary that the term of the moratorium be extended to ensure that no used merchandise stores, secondhand stores, or thrift stores that may be in conflict with the contemplated new development or use policies are permitted in the interim.

G. Absent the passage of this Urgency Ordinance, continued approval of entitlements for used merchandise stores, secondhand stores or thrift stores poses a current and immediate threat to the public health, safety or general welfare. If this Urgency Ordinance does not become effective immediately, but instead becomes effective thirty (30) days after a second reading, there is a risk that further harm will be done to prevent the orderly development of used merchandise stores, secondhand stores and thrift stores in the City. There is therefore an urgent necessity for the City to adopt a moratorium on the establishment of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores, secondhand stores, and thrift stores to take effect immediately. This moratorium is intended to provide the City with an opportunity to strengthen its zoning provisions to promote an appropriate and healthy mix of commercial retail uses in the City.

H. For the reasons specified in above, and based on all the evidence in the record, the City Council finds that there is a current and immediate threat to the public health, safety and

welfare presented by the unregulated development or operation of new used merchandise stores, secondhand stores and thrift stores and the expansion of existing used merchandise stores, secondhand stores and thrift stores in the City that would be inconsistent with the City's land use goals. In the absence of immediate effectiveness, the approval of building permits or any other applicable entitlements for such development or use or will frustrate the City's ability to adopt and enforce appropriate regulations designed to protect surrounding development, use, and the public health, safety, and welfare from the potentially adverse effects of new or expanded used merchandise stores, secondhand stores, and thrift stores. Due to the foregoing circumstances, the City Council finds and determines that the immediate preservation of the public health, safety, and welfare requires that this Urgency Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 65858, that it take effect immediately upon adoption, and that its urgency is hereby declared.

Section 3. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Urgency Ordinance will have a significant effect on the environment because the adoption of this Urgency Ordinance will maintain the current environmental conditions arising from the current land use regulatory structure as adopted by the City, will preclude the establishment of a category of uses for a limited period of time, and will serve to reduce potential significant adverse environmental impacts caused by the establishment of any new used merchandise stores, secondhand stores, or thrift stores or expansion of any existing used merchandise stores, secondhand stores, or thrift stores. The City Council therefore determines, based on its own independent judgment, that the adoption of this Urgency Ordinance and the effects derivative from its adoption are exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Section 4. Report on Measures Taken. In accordance with Government Code Section 65858(d), the City Council, on January 19, 2016, approved and provided for public review a written report regarding the status of the City's moratorium prohibiting the establishment of new, and the expansion of existing, used merchandise stores, secondhand stores and thrift stores within the City of Covina. The report is on file in the Office of the City Clerk and lists options with respect to the operations and regulations of used merchandise stores, secondhand stores and/or thrift stores in order to alleviate the conditions that led to the imposition of the moratorium.

Section 5. Moratorium Extended; New Term.

A. Based upon the findings contained in Sections 1 through 3, the moratorium enacted by the City Council pursuant to Ordinance No. 15-2047 is hereby extended pursuant to Government Code Section 65858 for ten (10) months and fifteen (15) days so as to extend the moratorium through December 9, 2016. Therefore, the moratorium will expire and terminate at midnight on December 9, 2016, unless further extended or terminated on or before that date. As provided in Ordinance No. 15-2047, the that is extended by this Ordinance is a moratorium on the development or operation of new used merchandise stores, secondhand stores and thrift stores in the City and the expansion of existing used merchandise stores, secondhand stores and thrift stores in the City.

B. For purposes of this Urgency Ordinance and Ordinance No. 15-2047, the terms, “used merchandise store”, “secondhand store” and “thrift store” mean any retail establishment selling used or secondhand merchandise, including, without limitation, an antique store, collectible store, thrift store or consignment shop.

C. For purposes of this Urgency Ordinance and Ordinance No. 15-2047, the terms “used merchandise” and “secondhand merchandise” shall mean any item that was previously owned or used, including, without limitation, clothing, jewelry, furniture, books, household items, antiques, toys and tools.

D. For purposes of this Urgency Ordinance and Ordinance No. 15-2047, the term “new” shall mean any used merchandise store, secondhand store or thrift store in the City that has not obtained approval of the land use from City’s Planning Division and a building permit from City’s Building Division or operation in its present location prior to the effective date of Ordinance No. 15-2047.

Section 6. Moratorium Defined. Notwithstanding any other ordinance or provision of the CMC:

A. The establishment or operation of any new used merchandise store, secondhand store or thrift store use, or the expansion of any existing used merchandise store, secondhand store, or thrift store use, is prohibited during the term of the moratorium established in Section 4 above.

B. The City shall not approve any new or pending application for any permit, license or other entitlement for the establishment, operation or expansion of any used merchandise store, secondhand store or thrift store use during the term of the moratorium established in Section 4 above.

Section 7. Exceptions. This Urgency Ordinance and the moratorium enacted hereby shall not affect any existing used merchandise store, secondhand store, or thrift store use, including, without limitation, antique and thrift shops, previously approved pursuant to the CMC that do not seek an expansion in use. All existing used merchandise or secondhand and/or thrift store permittees shall comply with the requirements of the CMC and the terms and conditions of any permit issued pursuant thereto. Further, the provisions of Section 4 of this Urgency Ordinance shall not apply to vehicle sales establishments and vehicle parts sales establishments.

Section 8. Immediate Effect. This Urgency Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Government Code Section 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption, by a minimum four-fifths (4/5) vote of the City Council.

Section 9. Penalty. A violation of any provision of this Urgency Ordinance shall constitute a misdemeanor and shall be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

Section 10. Planning Studies and Written Report. The City staff shall continue the studies they may deem necessary and appropriate to make recommendations to this City Council regarding the development, use and expansion of used merchandise stores, secondhand stores and thrift stores in the City and the criteria for regulating these uses. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption, at least ten (10) days prior to the expiration of this Urgency Ordinance, or any extension hereof, a written report describing the measures taken to alleviate the conditions that led to the adoption of this Urgency Ordinance.

Section 11. Extension of Time. The Director of Community Development and the City Clerk shall undertake all actions legally necessary to extend this Ordinance No. 15-2047 in the event the report desired by this City Council will not be concluded on or before the expiration of the moratorium extended by this Urgency Ordinance.

Section 12. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Urgency Ordinance or any part thereof is for any reason held to be invalid or enforceable by a court of competent jurisdiction, the remaining portion of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Covina hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid or unenforceable.

Section 13. Publication and Posting. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinance of said City; shall make a minute passage and adoption therefor in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Covina at a meeting thereof held on January 19, 2016.

John C. King
Mayor

ATTEST:

By: _____
Sharon F. Clark
Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Candice K. Lee
City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that the foregoing Urgency Ordinance No. 16-2052 was duly approved and adopted at a regular meeting of the City Council of the City of Covina, California duly held on the 19th day of January 2016, by the following vote of the Council:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Covina, California, this 19th day of January 2016.

Dated: _____
Sharon F. Clark, Chief Deputy City Clerk

Ordinance No. 16-2052

ATTACHMENT “B”
REPORT ON MEASURES TAKEN TO ALLEVIATE THE CONDITIONS THAT LED
TO THE ADOPTION OF ORDINANCE 15-2047

Since the adoption of Ordinance 15-2047, which established an urgency moratorium on new and expanded used merchandise stores, secondhand and/or thrift stores the City has taken steps to obtain a variety of studies, ordinances, and reports related to used merchandise, secondhand and/or thrift stores.

The continued gathering of information and the study of the variety of documents, particularly other cities’ development standards, will allow Planning Division staff to review and consider any impacts of used merchandise stores, secondhand and/or thrift stores resulting in the possible establishment of appropriate mechanisms to mitigate any potential impacts. Staff’s gathering of information will focus on the following four issue areas.

Thrift Stores, Secondhand and Used Merchandise Stores

According to CMC (Section 17.04.576), a thrift store is defined as an establishment operated by a non-profit organization; therefore, a for-profit type thrift store would not comply with the Zoning Code. Yet, the Zoning Code does not have provisions to address the for-profit type thrift stores, secondhand or used merchandised stores. Based on the research of North American Industrial Classification System (NAIC, US Department of Commerce), any retail stores that sell used merchandise and secondhand goods except for motor vehicles is classified as “Used Merchandise Stores.” The NAIC lists a wide variety of used merchandise stores ranging from clothing (men, women, children), books, furniture, music and records, household items, consignment shops, antique shops, used stores for collectable items such as coins, stamps or cards, etc. Therefore, the CMC definition of Thrift Store as a non-profit organization is very limiting.

Similarities of Thrift Store, Secondhand and Used Merchandise Stores

Thrift stores, secondhand and used merchandise stores have similar operational characteristics. Generally, non-profit organizations, which are usually charities themselves, receive donations and sell them directly to consumers. With respect to for-profit used merchandise stores, they typically purchase donations from charitable organizations, yard sales, overstock stores, as well as accepting donations, and sell them to consumers. Used merchandise stores generally appeal to bargain hunters, consumers in need of inexpensive merchandise or consumers who are environmentally conscious in recycling and not wasting.

General Plan Goals

A General Plan policy (Chapter III3a13) on commercial land use is to “Encourage the capturing of a greater variety of retail business, including stores, shops, and restaurants so as to attract more patrons, generate more sale tax, and improve the community’s image.” The current CMC definition of “Thrift Store” would not encourage the variety of stores and shops that provide a balanced mix of commercial and retail stores for the City. Another General Plan policy (Chapter III 3a7) on commercial land use is to “accommodate new and expanded commercial and industrial developments, for community betterment and image enhancement and related reasons, in a fashion that neither adversely affects the integrity of established commercial and/or industrial areas” Therefore, it is the intent of the General Plan to expand the variety of commercial and retail stores

available in the city. Based on the intent of the General Plan polices, staff is of the opinion that there is a need to update the CMC to address this particular retail land use category.

Need for Update of CMC

The CMC has not been comprehensively updated since approximately 1975. The provisions of the Commercial Zones need to be updated to consolidate uses, more clearly define uses, add uses, and generally clarify the code. As mentioned earlier, City staff is developing a work program to evaluate all commercial zones and uses, and thrift stores, secondhand and used merchandise stores will be included in that effort. Staff intends to bring this comprehensive evaluation and study of the Commercial Zones for the Planning Commission and City Council review in the coming months (beginning of 2016). Therefore, it would be appropriate to establish a moratorium on the development and operation of new secondhand and used merchandise stores in the City, and on the expansion of existing similar uses in the City, while staff is in the process of preparing an update of the regulations for Commercial Zones.

Since adoption of the 45-day moratorium, staff has been collecting information related to the following:

- 1) The concentration of all types of existing used merchandise, secondhand and thrift stores in the City to determine if an over-concentration of used merchandise, secondhand or thrift stores exist and if prior approval of a conditional use permit should be required as part of the planning entitlement process.
- 2) Appropriate definitions for used merchandise, secondhand and thrift stores. The Code currently has no definitions for used merchandise or secondhand stores, and the definition of a thrift store in the Code includes only those that are not-for-profit.
- 3) The provisions of the Zoning Code related to the City's commercial zones need to be updated to consolidate uses, more clearly define uses, add uses, and generally clarify the Code. A work program to evaluate all commercial zones and uses, and thrift stores, secondhand and used merchandise stores will be included in that effort.
- 4) Specific development standards for used merchandise, secondhand and thrift stores, including, but not limited to, hours of operations, outdoor display of merchandise, and minimum building requirements.

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CITY OF COVINA AGENDA REPORT

ITEM NO. NB1

MEETING DATE: January 19, 2016

TITLE: Towing services contract options.

PRESENTED BY: Kim J. Raney, Chief of Police
John Curley, Police Captain

RECOMMENDATION: Review and discuss the City's towing services contract and provide direction.

BACKGROUND:

The Covina Police Department entered into an initial six-year contract with Jan's Towing Company for authorized vehicle towing beginning in January 2002. In January 2008, the City of Covina entered into a one-year contract with Jan's Towing that included an automatic annual renewal for a period not to exceed six years. That contract ended January 22, 2014. On January 21, 2014 the City Council approved a one-year extension for the towing contract which ended January 22, 2015. Another one-year extension was approved, with the current contract due to expire on January 22, 2016.

Over the term of this contract and related extensions, Police Department staff has been pleased with the level of service provided by Jan's Towing. The department has been evaluating its towing needs and determined that a single towing services provider is preferred as the company is able to provide consistent high quality service. The objective of a tow service agreement is to provide effective procedures for towing of disabled vehicles as well as the storing and impounding of vehicles.

A proposed contract would extend the term for an additional five years to January 22, 2021 without any additional changes.

DISCUSSION:

Jan's Towing has provided quality service in all aspects of the contract since 2002. In addition to meeting the standard requirements of the contract, Jan's Towing has provided additional services above and beyond its responsibilities such as providing portable lighting, checkpoint support and traffic control assistance. Jan's equipment is state of the art, new and clean. They regularly reinvest in new and updated equipment and have a fully equipped handicap tow vehicle available for the community. Jan's Towing also has a "major-incident response" truck that is stocked with equipment and can respond to assist the police department upon request in events such as accidents or DUI checkpoints.

Jan's Towing has a long history of providing excellent service to law enforcement. The following law enforcement agencies currently utilize Jan's Towing:

- Arcadia Police Department
- Azusa Police Department
- California Highway Patrol- Altadena
- California Highway Patrol- Baldwin Park
- Glendora Police Department
- Irwindale Police Department
- Los Angeles County Sheriff- San Dimas
- Los Angeles County Sheriff- Temple

The proximity of Jan's Towing Services to the Covina Police Department has benefited not only its employees, but also the entire community it serves. Covina Police Officers and Detectives frequently respond to Jan's Towing's secure storage yards located in the neighboring cities of Azusa and Glendora, respectively. Jan's Towing employees assist these officers/detectives in order to answer any questions and provide service, particularly in areas where vehicles are secured as evidence. Upon request by an officer, an employee can place a vehicle onto a hydraulic lift to facilitate a variety of investigative procedures. Most of these services are indoors in a secured, clean and safe environment. Similarly, Jan's Towing Services overall customer service toward the community has been excellent and it's rare the police department receives complaints regarding its business practices.

Overall, Jan's Towing has assisted the police department and the community for more than thirteen years. The business and its employees have provided a superior service by consistently exceeding expectations as outlined in the original contract and numerous extension(s). Therefore, Covina Police Department staff recommends renewing the existing contract with Jan's Towing Services for a period of five-years with no additional contract changes. With the current contract expiration date fast approaching (January 22, 2016), the Police Department must have a current contract in place with a reputable towing company in order to perform the vital functions. Therefore, the Department is requesting the City Council approve a five-year extension.

In the event the City Council does not wish to approve a five-year extension, staff requests the following two alternative OPTIONS be considered:

1. Renew the existing contract with Jan's Towing Services for a period of three-years and direct staff to initiate the Request for Proposal process in sufficient time to make recommendations to the City Council prior to the expiration.
2. Renew the existing contract with Jan's Towing Services for a period of six-months and direct staff to initiate the Request for Proposal process.

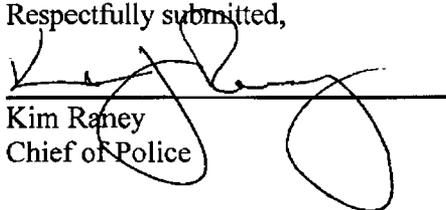
FISCAL IMPACT:

A 30% fee based on total fees collected from tow/storage activities will be remitted to the City of Covina on a quarterly basis. There are no out-of-pocket costs for the City and, therefore, a \$0 fiscal impact on the general fund. This is not a change to the current contract terms.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Kim Raney
Chief of Police

ATTACHMENTS:

Attachment A: Proposed Fourth Amendment Agreement

FOURTH AMENDMENT TO
AGREEMENT FOR AUTHORIZED VEHICLE TOWING
WITH JAN'S TOWING INC.

This Fourth Amendment to the January 30, 2002 Agreement for Authorized Vehicle Towing ("Agreement") between the City of Covina, a California municipal corporation ("City") and Jan's Towing Inc., a California corporation ("Towing Business"), is dated and effective January 19, 2016, and is between City and Towing Business.

RECITALS

A. City and Towing Business entered into the Agreement for Towing Business' performance of towing services for the Covina Police Department in accordance with the requirements set forth in the January 2002 City of Covina Police Department Agreement for Towing Services and Vehicle Storage Facilities.

B. The parties amended the Agreement on November 7, 2007, to (1) extend the term of the Agreement to January 22, 2014 and (2) incorporate by reference the January 2008 City of Covina Police Department Agreement for Towing Services and Vehicle Storage Facilities ("First Amendment").

C. The parties amended the Agreement on January 27, 2014, to (1) extend the term of the Agreement to January 22, 2015 and (2) incorporate by reference the January 2014 City of Covina Police Department Agreement for Towing Services and Vehicle Storage Facilities ("Second Amendment").

D. The parties amended the Agreement on January 20, 2015, to extend the term of the Agreement to January 22, 2016 ("Third Amendment").

E. The parties desire to further amend the Agreement to extend the term of the Agreement to January 22, 2021.

The parties therefore agree as follows:

Section 1. The second sentence of the first paragraph of the Agreement entitled "Length of Agreement" is hereby amended in its entirety to read as follows:

"This Agreement shall expire on January 22, 2021. The January 2014 City of Covina Police Department Agreement for Towing Services and Vehicle Storage Facilities constitutes a part of this Agreement and is incorporated into this Agreement by this reference."

Section 2. Except as expressly modified or supplemented by this Fourth Amendment, all of the provisions of the Agreement, as amended by the First, Second and Third Amendments, shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the provisions of the Agreement or the First, Second and Third Amendments, the provisions of this Fourth Amendment shall control.

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

City:

City of Covina,
a California municipal corporation

Towing Business:

Jan's Towing Inc.,
a California corporation

By: _____

Name: Andrea M. Miller

Title: City Manager

By: _____

Name: _____

Title: Chairman President

Vice President

Attest:

By: _____

Name: Sharon F. Clark

Title: Chief Deputy City Clerk

By: _____

Name: _____

Title: Secretary Asst. Secretary

Chief Finance Officer Asst. Treasurer

Approved as to Form:

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

By: _____

Name: Candice K. Lee

Title: City Attorney

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CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 2

MEETING DATE: January 19, 2016

TITLE: Covina Senior Center Project – Proposed Professional Services Agreement with Gonzalez Goodale Architects to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project, Boundary and Topographic Survey and Soils and Geologic Analysis, and Selection of Park Location for Facility Placement

PRESENTED BY: Siobhan Foster, Director of Public Works
Amy Hall-McGrade, Director of Parks & Recreation
Brian Lee, Director of Community Development
John Michicoff, Interim Finance Director

RECOMMENDATION:

- 1) Authorize the City Manager to execute the attached Professional Services Agreement with Gonzalez Goodale Architects to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project in an amount not-to-exceed \$100,000;
- 2) Adopt **Resolution No. 16-7454** appropriating \$500,000 in available Special General Fund – Rule 20A Swap balance (account no. 1060-0000-59140) to the fiscal year 2015-16 budget and allocating the funds to Capital Improvements (Parks and Recreation) – Park Facilities – Building & Structures – Covina Senior Center (account no. 4600-3400-55100-P-1601) for the Initial Phase of the Covina Senior Center Project, topographic survey and soils and geologic analysis, and seed money for subsequent phases of the project; and
- 3) Direct City staff to pursue placement of the Covina Senior Center in Covina Park.

BACKGROUND:

On September 15, 2015, the City Council received and filed the Joslyn Center Facility Update, authorized the City Manager to issue a Request for Proposals (RFP) for community and internal outreach to ascertain facility-user needs and Parks & Recreation Department programming needs, including the City Council, and directed staff to identify temporary locations to accommodate senior programming requirements as an interim measure and initiate negotiations with property owners.

DISCUSSION:

On November 10, 2015, the Department of Public Works issued the attached RFP to Provide Planning, Programming, Architectural and Engineering Services for the Initial Phase of the

Covina Senior Center Project. Consulting services for the initial phase of the Project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines. These services are essential elements of a public facility project, whether using a design-build or design-bid-build project delivery model and will help facilitate smooth processes in either methodology.

The City's primary goals in connection with this RFP are:

- A. Identification of user and programmatic needs for the new facility and the development of visioning and conceptual designs, project budgets, and timelines informed by the input received during the community and internal engagement process in an expedited fashion (on-time or ahead of schedule); and
- B. Establishment and maintenance of good relationships with stakeholders through a community and internal engagement process that emphasizes communication, open dialogue, and cooperative decision making.

The City issued the RFP to 18 firms with significant expertise in the design of municipal senior centers and recreational facilities and proven track records with both design-build and design-bid-build project delivery models. The RFP was also posted on the City's website. By 4:00 p.m. on December 3, 2015, the City of Covina City Clerk's Office had received responses from seven firms.

A review committee consisting of Lisa Evans, Parks & Recreation Manager, Siobhan Foster, Director of Public Works, David Gilbertson, City Engineer, Amy Hall-McGrade, Director of Parks & Recreation, and Brian Lee, Director of Community Development, evaluated the seven proposals received by the City. Proposal review focused on the following criteria, as outlined in the RFP:

- A. Project Staffing and Organization (10 points). Does the Letter to the Selection Committee provide the rationale for team selection and highlight the strengths of the proposer's proposed team? Proposal shall demonstrate qualifications based on the proposer's overall professional and practical experience and key personnel.
- B. Community and Internal Engagement (30 points). Specific experience of the proposer's firm and key personnel in effective completion of community and internal engagement processes, including user and programmatic needs assessments. Proposal shall demonstrate the proposer's successful completion of up to three (3) community and internal engagement processes of similar size and scope in California within the last eight (8) years.
- C. Design of Senior Centers and Recreational Facilities (30 points). Specific experience of proposer's firm and key personnel in design of senior centers and/or recreational facilities (provide references). Proposal shall demonstrate design of up to three (3) public projects of comparable complexity, including senior centers, recreation centers, community centers, or similar public projects in California within the last eight (8) years.
- D. Specific management approach (20 points). Has the proposer described its Project Understanding and Approach, including its ability to perform and complete the services required under this RFP on time and in a cost-effective manner with experienced personnel? Proposal shall clearly outline a project-specific Community and Internal

Engagement Plan, including the completion of user and programmatic needs assessments.

- E. Project Schedule (10 points). Has the proposer presented a thorough and expedient schedule for performance of the Scope of Services required under this RFP? Proposals shall clearly outline a project-specific schedule that meets or exceeds the 100 to 120 day completion schedule (on or before May 18, 2016), as marked by the acceptance of the final conceptual Covina Senior Center plan and site plan by the City.

The review committee rated the proposals based on the above criteria. The following table summarizes the proposal rankings.

Table 1 – Summary of Proposal Ratings (*firms listed in alphabetical order*)

Firm	Staffing (50 pts)	Engage (150 pts)	Design (150 pts)	Approach (100 pts)	Schedule (50 pts)	Total (500 pts)	Rank
Gonzalez Goodale Architects	43	146	144	96	46	475	1
Gwynne Pugh Urban Studio	41	130	128	82	43	424	4
Martinez Architects, Inc.	37	99	122	77	38	373	5
NAC Architecture	46	132	111	95	49	433	2
SVA Architects, Inc.	43	124	139	86	36	428	3
TR Design Group Inc.	35	102	102	84	42	365	6
WMM Associates	29	45	35	40	5	154	7

Following the proposal evaluation, the review committee interviewed the four top rated firms on December 17, 2015. The purpose of the interviews was to meet key personnel from each firm and gain a better understanding of how each of the firms would work and fit with the community and City staff. The interviews were not scored and reaffirmed the proposal ratings outlined above.

The review committee subsequently opened the cost proposal submitted by Gonzales Goodale Architects (GGA) and entered negotiations with the firm. GGA has extensive experience with the design of municipal senior centers and recreational facilities and both design-build and design-bid-build project delivery models. The attached Professional Services Agreement (PSA) reflects the outcome of successful negotiations between the City and GGA. GGA is prepared to begin providing services to the City upon contract approval by the City Council and subsequent contract execution.

Time is of the essence with respect to the completion of this phase of the Project. With the pending closure and demolition of the existing Joslyn Center and the relocation of senior recreation programming to Valleydale Park Community Center, the need to complete this phase of the Project thoroughly and expediently is critical. The desired timeframe for completion of the awarded contract is within 100 to 120 calendar days (on or before May 18, 2016) from the date of the issuance of the Notice to Proceed, tentatively scheduled for January 20, 2016.

Attachment D contains the Covina Senior Center Project and Tasks submitted by GGA and illustrates the tasks and timeline associated with the completion of the Project by May 18, 2016. Specific tasks include:

- Task 1: Site evaluation/programmatic needs assessment
- Task 2: Community outreach and public participation
- Task 3: Conceptual plans
- Task 4: Project specific website support and progress reports
- Task 5: Project timeline and schedule management

The Project includes an elaborate program of community and internal engagement to determine the needs and vision of facility users, programming staff, and other interested parties, including the City Council. GGA will then reflect the gathered input in the conceptual designs. The goals of this process are to:

- A. Participation. Generate utmost participation of facility users, the Joslyn Center Senior Advisory Committee, programming staff, and other interested parties, including the Covina City Council;
- B. Collaboration. Collaborative idea generation with focus on identification of operational and spatial characteristics (e.g., layout that allows visibility of activities, generates a desirable social feeling, warm and inviting) worthy of inclusion into design program, desired physical spaces (anticipated uses and utilization) such as main entry, lounge, patio, multipurpose room, warming kitchen, and rooms for arts and crafts, exercise/sports, and games, and support needs (e.g., specialty design features, accessibility, circulation, noise reduction, green development, temperature controls, media capability); and
- C. Consensus. Achievement of consensus on desired building program.

GGA is uniquely qualified to provide the requested services to Covina, having recently competed and/or currently performing community engagement and executive architect roles in senior center and recreational facility projects throughout the region utilizing design-build, design-bid-build, and other innovative project delivery models.

GGA and design-build partner Pankow Builders are currently constructing the \$5 million, 8,500 SF Calabasas Senior Community Center. This project is comparable to the Covina project in terms of budget, size, and extensive community engagement process utilized to develop the layout and design. Construction is expected to be completed in summer 2016. GGA is also qualified to proceed and is designing a new middle school for Los Angeles Unified School District with design-builder partner Kemp Bros. Construction. Final selection of design build teams is pending.

Comparable design-bid-build projects that GGA has been involved with include the Westlake Village Senior Community, Rowland Heights Community Center (for County of Los Angeles Community Development Commission), Simi Valley Senior Center, Diamond Bar Community and Senior Center, and Monrovia Public Library and Park. As executive architect for the Monrovia Library project, GGA advocated for use of a construction management at risk approach, which brought the contractor in to consult during the design phase and resulted in the project being delivered under budget.

Currently, GGA and partner Pankow Builders are in the design phase for a \$15 million student center at the California Institute of Technology (Caltech). This project is utilizing Integrated Project Delivery (IPD). IPD represents a return to the "master builder" concept where the entire building team including the owner, architect, general contractor, building engineers, fabricators, and subcontractors work collaboratively throughout the construction process.

Boundary and Topographic Survey and Soils and Geologic Analysis

To support the development of the conceptual site plan by GGA and facilitate the design and construction phases of the Covina Senior Center Project, the preparation of a boundary and topographic survey and completion of a soils and geologic analysis is necessary at this time. The estimated cost of these services is \$30,000.

The boundary and topographic survey will consist of:

- Boundary analysis to establish current property lines;
- Topographic survey to establish 1-foot contour intervals, including precise location of all existing structures and improvements, finish surface and finish grade elevations, and trees; and
- Location of all existing utilities, such as water, electric and gas services, fire hydrants, manholes, valves, light standards, etc.

The soils and geologic analysis will include:

- Obtaining soil borings to determine subsurface strata and design characteristics of underlying soils; and
- Preparation of report outlining proposed recommendations for soil compaction, design strengths, over-excavation, etc.

Once funding is available, the Department of Public Works will solicit proposals for the boundary and topographic survey and soils and geologic analysis from qualified members of the pre-qualified on-call engineering bench, as approved by the City Council on January 20, 2015. The firm(s) will be procured for the specific project(s) in accordance with Covina Municipal Code requirements.

Location of New Covina Senior Center

As the City prepares to embark on the Initial Phase of the Covina Senior Center Project, it is imperative to reaffirm the City’s commitment to delivering this critical project in an inclusive and timely manner to the residents of our community. As such, one consideration that must be explored at this time is determining the most advantageous site for placement and construction of the Covina Senior Center.

The September 15, 2015, Joslyn Center Facility Update presented to the City Council conveyed staff’s intent to demolish the existing Joslyn Center located in Kelby Park and construct the new Covina Senior Center in a to-be-determined location within Kelby Park based on the outcomes of a comprehensive site assessment process.

The intent to site the new facility within Kelby Park, which was reflected in the RFP for the Initial Phase of the Covina Senior Center Project, was based primarily on funding availability and the likelihood of being able to reprogram \$900,000 in grant funding previously allocated to the City by Los Angeles County for Joslyn Center (\$650,000) and Kelby Park (\$250,000). A secondary consideration was the familiarity and affinity of Joslyn Center users to Kelby Park site. As of September 15, 2015, the possible funding sources for the estimated \$6.0 million project were as follows:

Table 2 – Possible Funding Sources for Design and Construction of Covina Senior Center *(as of 9/15/15)*

Possible Funding Source	Amount
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Senior Citizen’s Center Improvement Project	\$650,000
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project,	\$250,000
City Funds (e.g., Kahler Russell Park Gym remaining funds, Quimby Fees, Joslyn Foundation Donation Fund)	\$500,000 to \$700,000

Possible Funding Source	Amount
Community Development Block Grant (CDBG)	\$200,000 to \$400,000
Total	\$1,600,000 to \$2,000,000

The remaining estimated project funding of \$4.0 to \$4.4 million would have to come from additional grant funding and/or through financing. It should be noted that the adoption of Resolution No. 16-7443 by the City Council on January 5, 2016, which appropriated \$556,000 from the Quimby Fees Fund to the Banna Park Open Space Purchase Fund for land acquisition associated with the future development of 1.97 acre park, reduces the available funding outlined above, as conceptually presented to the City Council on September 15, 2015, by \$556,000.

Recently, City staff has identified that Successor Agency Project Area One has approximately \$4,073,000 in funding available for projects within the boundaries of the project area from the 2004 Public Service Bond Funds issued by the Covina Redevelopment Agency (CRA). These funds could possibly be used as a funding source for the Covina Senior Center Project if the project is constructed within Project Area One and meets various other requirements.

The \$4,073,000 in bond proceeds coupled with the anticipated reprogramming of \$900,000 in County grant funds and proposed allocation of \$600,000 in CDBG monies almost entirely funds the anticipated \$6.0 million project. Additional proceeds from the 2004 Public Service Bond Funds (\$421,000) and a previous 2002 bond issuance (\$618,000) may be available from the Department of Parks & Recreation. Only \$12,000 of these funds has been spent to date with approximately \$227,000 slated for bandshell, pool deck, and building upgrades at Covina Park, leaving \$800,000 in previously appropriated funding to the Covina Park Health and Safety Renovation Project available. The following depicts the possible available funding for the estimated \$6.0 million Covina Senior Center Project should it be constructed in Project Area One:

Table 3 – Possible Funding Sources for Design and Construction of Covina Senior Center in Project Area One (as of 1/19/16)

Possible Funding Source	Amount
2004 Public Service Bond Funds	\$4,073,000
Unexpended 2004 and 2002 Public Service Bond Funds (Covina Park Health & Safety Renovation Project)	\$800,000
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Senior Citizen's Center Improvement Project	\$650,000
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project	\$250,000
Special General Fund – Rule 20A Swap	\$500,000
Community Development Block Grant (CDBG)	\$600,000
Total	\$6,873,000

The Covina Senior Center Project is a significant public improvement for the public's benefit. As the majority of Covina Park is located within Project Area One, an interdepartmental staff team evaluated the feasibility of constructing the Covina Senior Center in Covina Park rather than Kelby Park and identified the following benefits:

- Funding of up to \$6,873,000 may be immediately available which would allow the critical project to proceed without delay;
- Create synergy and shared development opportunities with other projects in the downtown area; all of which would work collectively to speed the redevelopment of the downtown

- core, enhancing aesthetics, safety, and economic vitality of this key locale;
- Proximity to and partnerships with Citrus Valley Inter-Community Hospital;
- Addition of positive energy and vibrancy to downtown area, especially during daytime hours;
- Opportunity to redesign and refurbish the entire Kelby Park site to maximize active recreational and open space benefits to the community, including the possible development of a lighted multi-purpose field and practice area that may facilitate the transfer of softball from Covina Park to Kelby Park and expansion of organized Citywide sports activities;
- Chance to address existing parking needs for Covina Park to lessen impacts of overflow parking on adjacent residential neighborhood; and
- At approximately ten acres in size, Covina Park is large enough to accommodate Covina Senior Center construction and the continuation of unique park activities, such as the aquatics program and performances in the bandshell.

The two most significant challenges anticipated with the construction of the Covina Senior Center at Covina Park include parking and neighborhood compatibility. Based on a preliminary conversation with Inter-Valley Community Hospital, potential interest by other land owners, and creative land use approaches, there are viable options for public/private partnerships and other alternatives to provide parking for the new facility, as well as, accommodate existing demand. Additionally, if the Covina Senior Center is sited at Covina Park, the intent would be to rapidly redesign/refurbish Kelby Park, creating an opportunity to move some existing Covina Park programming to Kelby Park.

The continuation of activities at Covina Park and construction staging during the Project may also be challenges. The interdepartmental staff team is confident that through effective communication with residents, businesses, and stakeholders, exploration of shared development opportunities, and accelerating enhancements to Kelby Park through a funding partnership with Los Angeles County and possible use of CDBG funding, the challenges outlined above can be overcome.

A component of the Scope of Services for the proposed PSA with GGA includes the performance of a site evaluation. While the RFP contemplated the performance of this activity at Kelby Park, GGA is willing to perform the assessment at Covina Park at the same contractual cost, terms, and conditions. This task requires GGA to make a recommendation as to where within the specified park, the Covina Senior Center should be located and to provide supporting information for the recommended location.

Site master planning involves a complex host of concerns, which is why it is a distinct phase of an architectural project. These concerns include issues of neighborhood and community reactions, identity and presence of the new facility, quantity and placement of parking, geometry of the site versus building program, orientation, and sustainable strategies.

Based on the benefits of siting the new Covina Senior Center at Covina Park, especially funding availability, and the willingness of GGA to perform the requisite site assessment at Covina Park instead of Kelby Park, the City Council is being requested to direct staff to pursue placement of the Covina Senior Center in Covina Park.

FISCAL IMPACT:

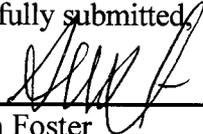
The fiscal impact associated with the proposed contract with GGA to provide planning, programming, architectural, and engineering services for the Initial Phase of the Covina Senior Center Project is an amount not-to-exceed \$100,000, whether the facility is sited in Kelby Park or Covina Park. The estimated cost of the boundary and topographic survey and soils and geologic analysis to support the Covina Senior Center Project is \$30,000. Additional funding of \$370,000 for seed money for subsequent phases of the project is also being sought at this time. The approval of a

\$500,000 appropriation from available Special General Fund – Rule 20A Swap balance (account no. 1060-0000-59140) to the fiscal year 2015-16 budget and allocating the funds to Capital Improvements (Parks and Recreation) – Park Facilities – Building & Structures – Covina Senior Center (account no. 4600- 3400-55100-P-1601) is necessary at this time.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The Initial Phase of the Covina Senior Center Project consists of the provision of professional services (planning, programming, architectural, and engineering services) and will not result in any significant effect on the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Professional Services Agreement with Gonzalez Goodale Architects

Attachment B: RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project (including addendums)

Attachment C: Proposals Received in Response to RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project (on file in City of Covina City Clerk's Office)

Attachment D: Covina Senior Center Project Schedule and Tasks

Attachment E: Joslyn Center Facility Update, Item NB 2, September 15, 2015

Attachment F: City of Covina Redevelopment Project Areas Map

Attachment G: Resolution No. 16-7454

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of January, 2016 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and Gonzalez/Goodale Architects, a California Sub-Chapter S Corporation with its principal place of business at 135 West Green Street, Suite 200, Pasadena, California 91105 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing planning, programming, architectural and engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the Covina Senior Center Project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning, programming, architectural and engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from January 20, 2016 to June 30, 2016, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: David L. Goodale, Design Principal, Armando L. Gonzalez, Quality Assurance Principal, Harry R. Drake, Code Analysis/Accessibility Specialist, Jake Shirvanyan, Project Manager, Orlando Moreno, Civil Engineer, Brandow & Johnston, Inc., and Mark Beall, Landscape Architect, Mark Beall & Associates.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Armando L. Gonzalez, Principal, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident

for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Covina, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.10.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.12.1 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.2 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services, and will provide the City with documentation of training acceptable to the City on request.

3.2.12.3 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.14 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$100,000 without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Gonzalez Goodale Architects
135 West Green Street, Suite 200
Pasadena, California 91105
Attn: Armando L. Gonzalez, Principal

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Siobhan Foster, Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or

termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND GONZALEZ/GOODALE ARCHITECTS**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 19th day of January, 2016.

City:

City of Covina,
a California municipal corporation

Contractor:

Gonzalez/Goodale Architects,
a California Sub-Chapter S Corporation

By: _____
Name: Andrea M. Miller
Title: City Manager

Attest:

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

Approved as to Form:

By: _____
Name: Candice K. Lee
Title: City Attorney

By: _____
Name: _____
Title: Chairman President
 Vice President

By: _____
Name: _____
Title: Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

EXHIBIT "A"
SCOPE OF SERVICES

Exhibit “A” - Scope of Services

1. General

The selected consultant will be required to provide planning, programming, architectural, and engineering services for the initial phase of the Covina Senior Center Project, which will result in the design and construction of a new Senior Center at the Kelby Park or Covina Park site. The Senior Center will also serve as a recreation center in the evenings and on weekends. The services comprising the initial phase of the Project include user and programmatic needs assessments, community and internal engagement, visioning and conceptual design, site evaluation and recommendation, and development of cost estimates and project timelines. The Project’s schematic design and design development, final design, construction document services, bidding services, construction administration, and construction phases are not part of the Scope of Services for this RFP.

The steps outlined above constitute the initial phase of the Project and will facilitate future Project phases, including schematic design and design development, final design, construction document services, bidding services, construction administration, and construction.

The City’s primary goals in connection with this RFP and the Project are:

- A. Identification of user and programmatic needs for the new facility and development of visioning and conceptual designs and project budgets informed by the input received during the community and internal engagement process in an expedited fashion (on-time or ahead of schedule); and
- B. Establishment and maintenance of good relationships with stakeholders through a community and internal engagement process that emphasizes communication, open dialogue, and cooperative decision making.

2. Planning, Programming, and Conceptual Design (Phase 1) – Services and Deliverables

The initial phase of the Project will include program planning, development, and the preparation of multiple concept designs and budgets. During this phase, the consultant will complete the following tasks and prepare and submit to the Department of Public Works the deliverables listed below. All such deliverables are subject to review and approval by

the Department of Public Works and the consultant's pricing should assume that revisions may be required to these documents to address concerns raised by the Department of Public Works and/or other project stakeholders.

- A. Develop and execute a program of community and internal engagement to determine the needs and vision of facility users, programming staff, and other interested parties, including the Covina City Council, and reflect the gathered input in the conceptual design(s). The goals of this process is to:
- i. Participation – generate utmost participation of facility users, the Joslyn Center Senior Advisory Committee, programming staff, and other interested parties, including the Covina City Council;
 - ii. Collaboration – collaborative idea generation with focus on identification of operational and spatial characteristics (e.g., layout that allows visibility of activities, generates a desirable social feeling, warm and inviting) worthy of inclusion into design program, desired physical spaces (anticipated uses and utilization) such as main entry, lounge, patio, multipurpose room, warming kitchen, and rooms for arts and crafts, exercise/sports, and games, and support needs (e.g., specialty design features, accessibility, circulation, noise reduction, green development, temperature controls, media capability); and
 - iii. Consensus – achievement of consensus on desired building program.

Potential methods to achieve the community and internal engagement goals could include coordination of site visits to “model” municipal senior centers in the region (e.g., Irwindale, Rancho Cucamonga, Simi Valley, Thousand Oaks) to observe operational and spatial characteristics worthy of note for inclusion into the design program, stakeholder interviews, public workshops, user groups meetings held during regularly scheduled activities, brief surveys, use of social media, and so on.

The consultant will submit a preliminary Community and Internal Engagement Plan as part of its proposal. Within five (5) business days of the Notice to Proceed, the consultant will submit to the City for approval a final Community and Internal Engagement Plan. The Plan shall include, at a minimum:

- i. A detailed explanation of strategy, approach, and staffing for attainment of community and internal engagement goals outlined above, including a schedule of user and programmatic needs assessment meetings, stakeholder interviews,

internal meetings, community meetings, workshops, and/or charrettes, plus a listing of potential stakeholders, prospective users, and other participants;

ii. A detailed explanation of the ways in which the consultant processes and the

internal meetings, community meetings, workshops, and/or charrettes, plus a listing of potential stakeholders, prospective users, and other participants;

- ii. A detailed explanation of the types of strategies the consultant proposes and the justification for each. This should include meetings, workshops, stakeholder interviews, charrettes, written communication, media outlets, social media, websites, and/or other strategies;
- iii. The Plan should demonstrate a results oriented strategy that not only notifies residents through its community outreach component, but garners useful input from the community and internal stakeholders through its community and internal engagement component; and
- iv. Within thirty (30) calendar days of the Notice to Proceed, any social media and/or websites shall be functional (live).

The program of community and internal engagement will entail meeting preparation, presentation, facilitation, and documentation of all events/comments and methods used.

The consultant will submit a preliminary Project Schedule as part of its proposal. Within five (5) business days of the Notice to Proceed, the consultant will submit to the City for approval a final Project Schedule.

- B. Meet with Multi-Departmental Project Team (City Manager's Office and Community Development, Human Resources/Risk Management, Parks, Public Works, and Parks and Recreation Departments) to kick-off initial phase of Project. Hold meeting within five (5) business days of the Notice to Proceed. The purpose of this meeting will be to review the initial phase project scope, schedule, goals, and expectations for the initial Project phase, as well as, Community and Internal Engagement Plan and Project Schedule with project completion no later than May 18, 2016. The consultant will also collect and present any data available for the Project and Covina senior residents, including, but not limited to, previously completed studies, current survey data, aerial photography, GIS data, etc. The consultant shall complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
- C. Document distribution services – develop and maintain contact, mailing and e-mail distribution lists of facility users, community and internal stakeholders and other interested parties for the duration of this Project phase. Copies of Project

documents (e.g., meeting minutes, handouts, PowerPoint presentations, design documents) shall be forwarded via e-mail in PDF format to distribution list members. The consultant shall also coordinate the posting of documents to the City's website after each meeting or other project milestone.

- D. User and programmatic needs assessment – conduct interviews and collect information from user groups, programming staff, and stakeholders regarding equipment, personnel operational needs, and program requirements. User groups, programming staff, and stakeholders include, but are not limited to:
 - i. Covina City Council
 - ii. City Departments (City Manager's Office, Community Development, Fire, Human Resources/Risk Management, Parks & Recreation, Police, and Public Works)
 - iii. Joslyn Center Senior Advisory Committee
 - iv. Senior users of Joslyn Center
 - v. Recreational users of Joslyn Center

- E. Site evaluation – assuming a new Covina Senior Center can be placed anywhere on the Kelby Park or Covina Park site, assess and make recommendation as to where the new Covina Senior Center should be located. Provide supporting information for recommended location. If existing open space is displaced, include ideas on how the site should be reconfigured to include both the facility and an equivalent amount of usable open space.

- F. Prepare preliminary program evaluation and space requirement report and recommend minimum requirements for the facility, including:
 - i. General space allocations (conversion of program requirements to net area required)
 - ii. Human, vehicular, and material flow patterns
 - iii. Special facilities and equipment (e.g., Senior Center shall meet or exceed all ADA accessibility guidelines, individual ADA toilets and toilet stalls shall be of sufficient size to permit a companion to assist a disabled patron, features to address safety concerns surrounding this population)
 - iv. Optional space requirements
 - v. Identify security criteria
 - vi. Define energy and environmental requirements
 - vii. Recommend and incorporate approved sustainable design guideline principles in design of the facility

- G. Draft conceptual Covina Senior Center plans – concept plans are required to identify components of the proposed senior center that are consistent with the findings of the community and internal engagement processes, user and programmatic needs assessments, and to provide the City with preliminary cost estimates and project schedules. Based on input obtained during the program of community and internal engagement, the consultant will work to determine the recreational, social, and cultural programmatic needs (indoor and outdoor activity spaces, functional requirements, inter-related spaces, specific amenities) of the Covina Senior Center and the operational and spatial needs and requirements for the various recreational, social, and cultural programmatic needs and desires identified. These spatial requirements will serve as the basis for determining the size, space programming, and facilities needed for the Covina Senior Center.
- H. Develop three (3) conceptual plans (color renderings) of proposed layouts (floor plans) and site plans accurately depicting entryways, parking areas, and landscape buffers with associated cost estimates and project schedules for the Covina Senior Center that provide alternatives to addressing the programmatic, recreational, social, and cultural needs. Provide conceptual plans to the Multi-Departmental Project Team for review and comment. The consultant will make appropriate modifications based on comments received from the Multi-Departmental Project Team prior to presenting the concept(s) to the City Council and the community.
- I. Conduct a Community Workshop to present the plan alternatives to the public. The purpose of the meeting will be to determine which conceptual plan the community would prefer. It is envisioned that the community may prefer elements from each of the different plans. The Consultant will document comments for inclusion in the final conceptual Covina Senior Center and site plan and provide a report of the findings.
- J. Draft final conceptual Covina Senior Center plan – The consultant will develop a draft final conceptual plan and site plan (color rendering) and associated cost estimate and project schedule informed by the comments obtained through the community and internal engagement processes. The consultant will submit the draft final conceptual plan, cost estimate, and project schedule to the Multi-Departmental Project Team for review before presenting it to the City Council and the public. The consultant will make appropriate modifications prior to presenting the concepts to the City Council and the public.
- K. Present final draft conceptual Covina Senior Center Plan and site plan (color rendering) and cost estimate to the City Council at a noticed City Council Study

Session. The community will be invited to attend. The consultant will collect input from the City Council and community and make refinements based on the comments received.

- L. The consultant will develop an Executive Summary Document of the community planning process and final conceptual Covina Senior Center plan. It is envisioned that this document will be a full-color 11 x 17 document that will summarize the process, identified needs, and costs. The consultant will provide the City with digital files of the executive summary and all files used throughout the process. This document and final conceptual plan will become the basis for subsequent phases of the project including, but not limited to, schematic design and design development, final design, construction document services, bidding services, construction administration, and construction.

EXHIBIT "B"
SCHEDULE OF SERVICES

Scope of Services and Preliminary Project Schedule

Task 1	SITE EVALUATION/PROGRAMMATIC NEEDS ASSESSMENT
Task 1.1	Review existing documents and relevant background materials relating to the project
Task 1.2	Site Visit: Team site tour to gain comprehensive understanding of site opportunities and constraints
Task 1.3	Meet/Interview relevant City staff and project representatives regarding physical site conditions and personnel operations
Task 1.4	User and programmatic needs assessment – conduct interviews and collect information from various stakeholder groups
Task 1.5	Preliminary Code research (ADA, Fire Life Safety, Vehicular Circulation, Parking)
Task 1.6	Research and define general space allocations, circulation, systems, security, potential sustainability options
Task 1.7	Summarize findings, Prepare Site Evaluation, Opportunities Constraints, and Program Report
Task 2	COMMUNITY OUTREACH AND PUBLIC PARTICIPATION
Task 2.1	Develop Community outreach strategy and Internal Engagement Plan and Final Project Schedule
Task 2.2	Multi-departmental project team kick off meeting: review project scope, schedule, goals, and expectations, identify key senior stakeholders
Task 2.3	Develop meeting materials and collateral (agendas, minutes, etc) and coordinate site visit(s)
Task 2.4	Site Visits to model municipal senior centers in surrounding area (following stakeholder interviews)
Task 2.5	Community Workshop #1 kick-off to review site visits, refine the purpose, function and scope of the project. Guiding Principles
Task 2.6	Document distribution services
Task 2.7	Develop Conceptual Plan Options, <i>See Task 3 Conceptual Plan 3.1-3.8</i>
Task 2.8	Multi-departmental Project Team Meeting - Review and confirm concept plan options, select option to continue to draft Conceptual Plan
Task 2.9	Community Workshop #2 - Review and confirm concept plan options, select option to continue to draft Conceptual Plan
Task 2.10	Refine conceptual plan based on community input, <i>See Task 3 Conceptual Plan 3.9-3.11</i>
Task 2.11	Multi-departmental Project Team Meeting: Review final draft concept plan and estimate
Task 2.12	City Council Presentation (Community Workshop #3) Presentation of Final Conceptual Plan
Task 3	CONCEPTUAL PLANS
	Stakeholder Workshop #1, <i>See Task 2.5 above</i>
Task 3.1	Synthesize site analysis and stakeholder program data;
Task 3.2	Diagram spacial and functional adjacencies
Task 3.3	Incorporate space standards for all interior and exterior functions
Task 3.4	Diagram site circulation and parking options
Task 3.5	Research and coordinate building system and landscape requirements with engineering consultants and facility maintenance department staff;
Task 3.7	Prepare conceptual plan options (3) showing layouts and detailed requirements, including floor plan and site plan.
Task 3.8	Prepare conceptual estimate of probable cost for 3 options
	Incorporate staff comments and prepare for Community Workshop
	Community Workshop #2, <i>See Task 2.9 above</i>
Task 3.9	Refine conceptual site plan and develop massing diagrams as relates to broader site considerations, views, adjacencies, site topography and phasing.
Task 3.10	Refine estimate of probable cost for preferred site plan option
Task 3.11	Develop implementation strategy and potential phasing
Task 3.12	Incorporate staff comments and prepare for City Council Presentation
Task 3.13	Develop Final Site Plan (color rendering)
	City Council Presentation, <i>See Task 2.12 above</i>
Task 3.14	Incorporate City Council and Community input and refinements
Task 3.15	Develop Executive Summary Document (11x17), including refined rendering, Submittal date no later than May 18, 2016
Task 4	PROJECT SPECIFIC WEBSITE SUPPORT AND PROGRESS REPORTS
Task 4.1	Develop Website implementation strategy and schedule in conjunction with City staff
Task 4.2	Generate and coordinate content with City prior and following public workshops
Task 4.3	Generate and coordinate content for monthly updates on City web server
Task 5	PROJECT TIMELINE AND SCHEDULE MANAGEMENT
Task 5.1	Project management and scheduling updates

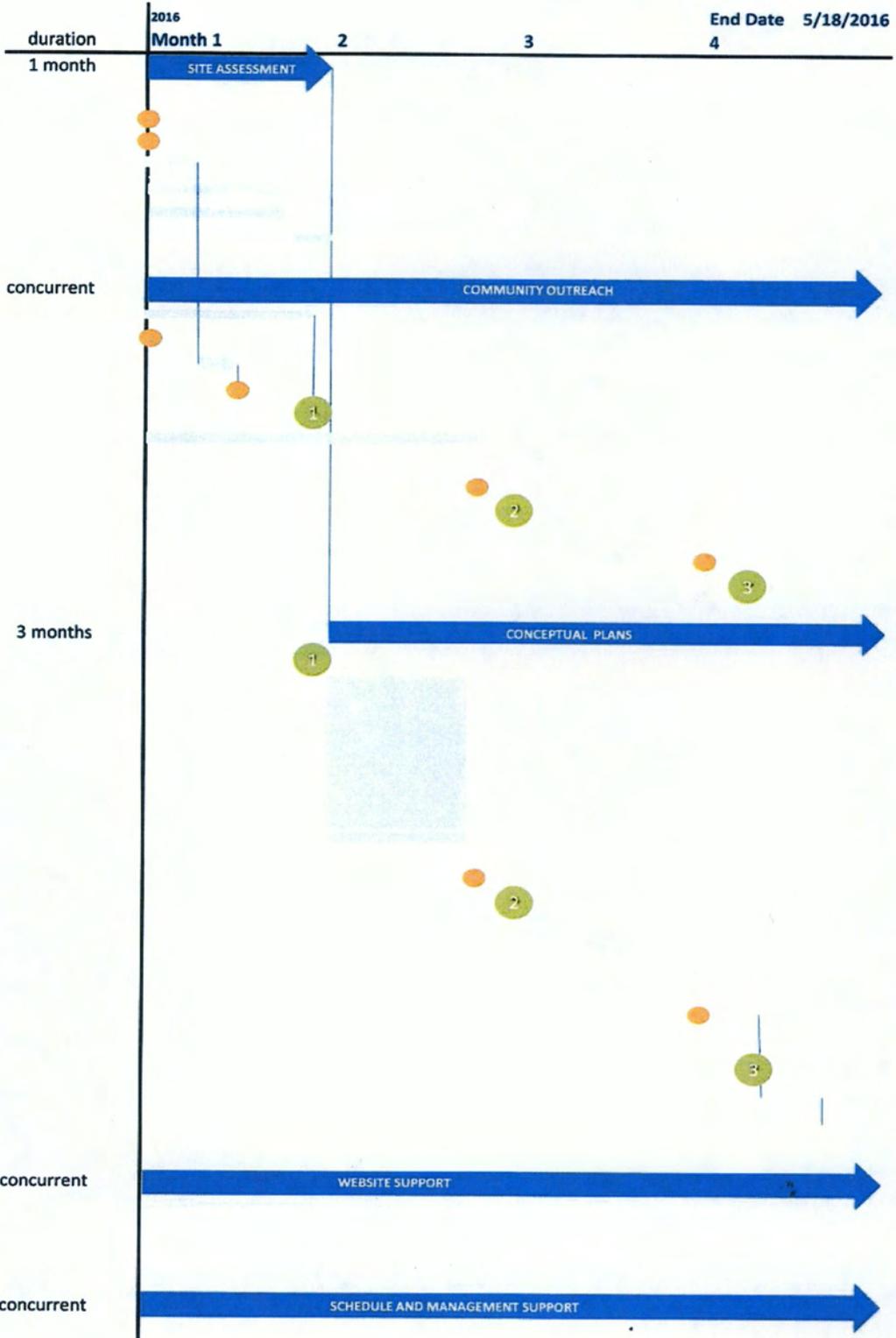


EXHIBIT "C"
COMPENSATION

PROPOSED WORK PLAN

PROPOSED WORK EFFORTS

	DURATIONS	GONZALEZ GOODALE				CONSULTANTS		ROUNDED PHASE SUBTOTALS	
		ROLE	DP	QAP	PM	AD2	Civil [R.S.]		Landscape [Base]
15 Develop Final Site Plan (color rendering)		28	4			24			
16 City Council Presentation		22	see above, task 2.12						
17 Incorporate City Council and Community input and refinements		28	2		4	16			
18 Develop Executive Summary Document (11x17), including refined rendering. Submittal date no later than May 16, 2016		28	4			24			
		hours	292	52	0	68	172		
TASK 4 PROJECT SPECIFIC WEBSITE SUPPORT AND PROGRESS REPORTS	concurrent		\$4,280				\$0	\$0	
1 Develop Website implementation strategy and schedule in conjunction with City staff		4			4				
2 Generate and coordinate content with City prior and following public workshops		19			8	4			
3 Generate and coordinate content for monthly updates on City web server		12			8	4			
		hours	26	0	0	18	8		
TASK 6 PROJECT TIMELINE AND SCHEDULE MANAGEMENT	concurrent		\$2,160				\$0	\$0	
1 Project management and scheduling updates		12			12				
		hours	12	0	0	12	0		
TOTAL COST			\$78,470	452	93	18	148	185	\$10,730
									\$7,000
									\$97,000

project-related expenses (printing, plotting, reproduction of documents, etc. for in-house use) 3% \$3,000

NOTES and ASSUMPTIONS.
 1 DP = Design Principal, QAP = Quality Assurance Principal, PM = Project Manager, AD2 = Arch. Designer 2
 2 Civil Engineering services are limited to on-site improvements.

HOURLY RATES
JANUARY 1, 2016

GONZALEZ GOODALE ARCHITECTS

Principal	\$270.00
Senior Project Manager	\$200.00
Project Manager	\$180.00
Project Designer	\$180.00
Project Architect	\$180.00
Senior Concept Designer	\$170.00
Interior Designer	\$150.00
Project Captain	\$150.00
Architectural Designer 2	\$120.00
Architectural Designer 1	\$ 95.00
Architectural Intern	\$ 85.00
Administrative	\$ 80.00

This schedule is valid for the year 2016. Rates subject to change annually.

Hourly rates are inclusive of base salaries together with mandatory and customary benefits including employment taxes, group health insurance, holidays, vacation, and similar benefits.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

1. Introduction

The City of Covina is designing and constructing a new Senior Center at the Kelby Park site, located at 815 North Barranca Avenue (the “Project”). The new Senior Center, acting as the heart of a vibrant citywide program for active senior residents and providing general recreation programming on evenings and weekends, will replace the existing 12,000 square-foot Joslyn Center, which is being vacated and will be demolished.

Senior programming at the existing Joslyn Center occurs Monday through Thursday from 9:00 a.m. to 4:00 p.m. and between 9:00 a.m. and 1:00 p.m. on Friday. Programs include a daily congregate meal program and exercise, arts, and enrichment classes. General recreation programming takes place Monday through Thursday from 3:30 p.m. to 9:00 p.m. and on Saturday between 9:00 a.m. and 3:30 p.m. Programs include exercise, arts, and enrichment classes. Special events and one-day classes are also held at the center.

This Request for Proposals (RFP) invites qualified consultants to submit responsive materials describing their community and internal engagement experience and technical qualifications for this Project. Consulting services for the initial phase of the Project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines. The Project’s schematic design and design development, final design, construction document services, bidding services, construction administration, and construction phases are not part of the Scope of Services for this RFP.

The City’s primary goals in connection with this RFP are:

- A. Identification of user and programmatic needs for the new facility and the development of visioning and conceptual designs, project budgets and timelines

informed by the input received during the community and internal engagement process in an expedited fashion (on-time or ahead of schedule); and

- B. Establishment and maintenance of good relationships with stakeholders through a community and internal engagement process that emphasizes communication, open dialogue, and cooperative decision making.

2. Time is of the Essence

Time is of the essence with respect to the completion of the contract awarded pursuant to this RFP, if any. With the pending closure and demolition of the existing Joslyn Center and the relocation of senior and general recreation programming to temporary sites within and/or outside the City limits, the need to complete this phase of the Project thoroughly and expediently is critical. The desired timeframe for completion of the awarded contract, if any, is within 100 to 120 calendar days (on or before May 18, 2016) from the date of the issuance of the Notice to Proceed, tentatively scheduled for January 20, 2016.

3. Scope of Services

Exhibit A describes the required Scope of Services. The selected proposer must have demonstrated expertise in the planning, programming, and design of municipal recreational facilities for senior residents, including a proven track record of facilitating effective community and internal engagement processes to determine the needs and vision of facility users, programming staff, and other stakeholders, including the Covina City Council and reflecting the gathered input in the conceptual designs, cost estimates, and project timelines.

4. Proposal Submission and Format

Proposers shall submit a Work Proposal and a Cost Proposal in separate envelopes clearly marked on the outside with "Proposal for Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project" and the proposer's name, address, telephone number, and e-mail address.

Proposal packages are to be submitted to the City on/before 4:00 p.m. on December 3, 2015. No oral, faxed, emailed, or telephonic proposals or alternatives will be considered. A proposal may be withdrawn without prejudice upon written request by the proposer filed with the City Clerk before the proposal submission deadline. Proposals must remain valid and shall not be subject to withdrawal for 90 calendar days after the deadline for submission of proposals.

Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk's Office, 125 E. College Street, Covina, CA 91723. It is the proposer's sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will be returned to the proposer unopened. All accepted proposals shall become the property of the City.

Proposal packages are to be submitted to:

Siobhan Foster, Director of Public Works
City of Covina
C/o City of Covina City Clerk's Office
125 E. College Street
Covina, CA 91723

The ideal proposer should have extensive experience in the planning, programming, and design of municipal recreational facilities for senior residents, including a proven track record of facilitating effective community and internal engagement processes to determine the needs and vision of facility users, programming staff, and other stakeholders and reflecting the gathered input into the conceptual designs and associated project budgets and timelines. Proposers are encouraged to keep their proposals brief and relevant to the scope of work required.

A. Work Proposal (envelope 1) – submit 5 copies

The Work Proposal must be separated into six (6) sequential sections as follows:

i. Letter to Selection Committee

- a. Introduction of the proposer's team, explanation of why the proposer assembled the team it did, and the strengths of the proposer that you wish the Selection Committee to take note of in the proposal;
- b. Any qualifying statements or comments regarding the proposer's proposal;
- c. The name, address, telephone number, and e-mail address of the proposer's contact person for the remainder of the selection process; and
- d. Statement indicating the validity of the proposal for a minimum period of 90 calendar days subsequent to the proposal due date.

ii. Organization of Firm

- a. Brief description of the proposer's firm pertaining to the structure and organization of the firm, including the name of the sole proprietor, or, if a corporation, partnership or joint venture, the names of all individuals and firms that constitute the corporation, partnership, or joint venture;
- b. Provide specific information about the proposer's firm, including the firm size, number and type of professional staff, number of years in the business, and the location of where the work will be performed; and
- c. If two or more firms are proposed as part of an association or a joint venture for performance of the services solicited under the RFP, provide information concerning past associations and outline the working relationship for the services solicited under the RFP between the firms (e.g., indicate where the management responsibility resides and where quality control, design, and production coordination will be performed).

iii. Technical Qualifications and Experience

- a. The City desires a consultant that ideally brings the following experience:
 - 1. Past design of public use facilities;
 - 2. Past design of municipal senior centers;
 - 3. Past design of municipal community centers;
 - 4. Past design of environments for assisted living communities; and
 - 5. Past design for buildings of similar size, scope, and complexity of this Project;

- b. Provide detailed information on up to three (3) projects completed within the last eight (8) years that the proposer feels best illustrate its team's qualifications to perform the work, including a brief description of these selected projects and photographs of the completed effort. The brief description should include when the project began operation, its current status, a description of the proposer's role/involvement in the project, and any specific information on how the design is responsive to the public, especially the senior community; and
- c. Specific experience of the proposer's firm and key personnel in user and programmatic needs assessments and community engagement processes. For up to three (3) projects completed in the last eight (8) years, identify the type of project or facility and uses, square footage, date of completion, client/owner with contact information, project valuation, and description of components of user and programmatic needs assessments and community engagement processes used. Provide references.

iv. Project Staffing and Organization

This section highlights the qualifications of staff assigned to perform services required under this RFP. The submission shall include the key staff of the proposer's firm and partner firms, if any. Information of use includes the length of time practicing in the profession, familiarity with the design of public facilities, senior centers and/or recreation centers.

- a. Identify the following key personnel, including years with the proposer's firm, their discipline, California license numbers, and attach a resume for each:
 - a. Principal in Charge;
 - b. Project Architect; and
 - c. Manager(s) of user and programmatic assessment and community engagement processes;
- b. Demonstrate individual experience within the past eight (8) years of the proposed Principal in Charge, Project Architect, and Manager(s) of user and programmatic assessment and community engagement processes managing similar projects;
- c. Identify the experience of other key personnel; and
- d. Proposed staffing plan/organizational chart indicating anticipated work hours per week by classification both on and off-site. This should convey

how the proposer will complete comprehensive user and programmatic assessments, community and internal engagement processes, and design services in the most effective, efficient, and cost-effective manner. Innovative staffing plans are encouraged based on best management practices and/or methods utilized successfully by the proposer in other municipalities;

v. Project Understanding and Approach

This section should demonstrate the proposer's understanding of the Project and the services required under this RFP, how the work will be organized, and anticipated key issues to be addressed. This section should include:

- a. Description of the proposer's overall approach to the services required under this RFP, such as an outline work plan that describes how the proposer will organize the services. Mandatory components include:
 1. Preliminary Community and Internal Engagement Plan, as described in the Scope of Services; and
 2. Preliminary Project Schedule that assumes the issuance of a Notice to Proceed on January 20, 2016 (tentative) and completion of services no later than May 18, 2016;
- b. Description of those areas that the proposer is most likely to have challenges, and discuss means to resolve those conflicts or avoid them altogether;
- c. Description of the opportunities the proposer sees for interfacing with the Joslyn Center Senior Advisory Committee and other facility users;
- d. Identify what the proposer feels are the key components to making the Project successful;
- e. Discuss the proposer's thoughts about where to construct the new facility on the Kelby Park site; and
- f. Other information that will assist the City in selecting the most qualified proposer.

vi. Objections to Professional Services Agreement

B. Cost Proposal (envelope 2) – submit 1 copy

The proposer should submit a detailed cost proposal for all services and materials anticipated in completing the scope of services. This should include the classification

and hourly rate of all employees who would be assigned to the awarded contract, if any. Innovation is encouraged to provide the City with comprehensive and thorough user and programmatic assessments, community and internal engagement processes, and design services in the most efficient, cost-effective manner. Cost proposals will only be opened after the ranking process based on Work Proposals is complete.

5. Evaluation Procedure

City staff, selected by the City Manager, or her designee, will evaluate each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the proposer. Staff may choose to interview two or more closely ranked firms, but will not expect or schedule elaborate presentations. License status and references will also be verified. The proposal review will focus on the following criteria:

- A. **Project Staffing and Organization (10 points).** Does the Letter to the Selection Committee provide the rationale for team selection and highlight the strengths of the proposer's proposed team? Proposal shall demonstrate qualifications based on the proposer's overall professional and practical experience and key personnel.
- B. **Community and Internal Engagement (30 points).** Specific experience of the proposer's firm and key personnel in effective completion of community and internal engagement processes, including user and programmatic needs assessments. Proposal shall demonstrate the proposer's successful completion of up to three (3) community and internal engagement processes of similar size and scope in California within the last eight (8) years.
- C. **Design of Senior Centers and Recreational Facilities (30 points).** Specific experience of proposer's firm and key personnel in design of senior centers and/or recreational facilities (provide references). Proposal shall demonstrate design of up to three (3) public projects of comparable complexity, including senior centers, recreation centers, community centers, or similar public projects in California within the last eight (8) years.
- D. **Specific management approach (20 points).** Has the proposer described its Project Understanding and Approach, including its ability to perform and complete the services required under this RFP on time and in a cost-effective manner with experienced personnel? Proposal shall clearly outline a project-specific Community and Internal

Engagement Plan, including the completion of user and programmatic needs assessments.

- E. **Project Schedule (10 points).** Has the proposer presented a thorough and expedient schedule for performance of the Scope of Services required under this RFP? Proposals shall clearly outline a project-specific schedule that meets or exceeds the 100 to 120 day completion schedule (on or before May 18, 2016), as marked by the acceptance of the final conceptual Covina Senior Center plan and site plan by the City.

The City will identify the proposer that best meets the needs of the City and enter contract negotiations with that highest ranked proposer. Should the City fail to reach agreement with the top ranked proposer, the City may enter negotiations with the next highest rated proposer and so on. City Staff will make a recommendation to the City Council for the award of the Professional Services Agreement to the proposer that best furthers the City's objectives, if any.

The successful proposer will be expected to execute the attached Professional Services Agreement (Exhibit C) at a minimum of five (5) business days prior to the date of City Council consideration (tentatively scheduled for January 19, 2016) of the contract award, if an award is made. Additionally, the successful proposer shall also secure all insurance required under the Professional Services Agreement, and provide copies to the City, at a minimum of five (5) business days prior to the date of City Council consideration, if an award is made.

Any proposer with objections to terms contained in the City's Professional Services Agreement must advise the City of such objections and request modifications as part of its Work Proposal. Failure of a proposer to accept the terms of the City's Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective proposer to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful proposer's failure or refusal to execute the City's Professional Services Agreement.

6. Acceptance of Rejection of Proposal

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding as deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate project deliverables and associated costs.

7. Estimated Timeline

Milestone	Date
Request for Proposals Issued	November 10, 2015
Questions re: Request for Proposals	November 20, 2015 (by 4:00 p.m.)
Proposals Due	December 3, 2015 (by 4:00 p.m.)
Interview (if required)	Week of December 14, 2015
City Council Award of Contract (tentative)	January 19, 2016
Notice to Proceed (tentative)	January 20, 2016

8. Inquiries and Addenda

For inquiries regarding this RFP, please contact Siobhan Foster, Director of Public Works via electronic mail at sfoster@covinaca.gov. Proposers must e-mail inquiries no later than November 20, 2015 by 4:00 p.m. Inquiries received after that date and time will be disregarded. Please include the following in the subject line of the email: "Inquiry re: RFP for Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project." Telephonic inquiries will not be taken. The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers and post addenda on the City's website. Proposers are responsible for receipt of all addenda. To this end, each proposer should contact the City to verify that he or she has received all addenda issued, if any. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP. No oral revisions to any provision in this RFP shall be binding.

Exhibits:

- A. Scope of Services
- B. Proposal Rating Sheet – RFP for Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project
- C. City of Covina Professional Services Agreement

**Request for Proposals (RFP) to Provide Planning, Programming, Architectural and Engineering
Services for the Initial Phase of the Covina Senior Center Project**

**Exhibit A –
Scope of Services**

Exhibit A - Scope of Services

1. General

The selected consultant will be required to provide planning, programming, architectural, and engineering services for the initial phase of the Covina Senior Center Project, which will result in the design and construction of a new Senior Center at the Kelby Park site. The Senior Center will also serve as a recreation center in the evenings and on weekends. The services comprising the initial phase of the Project include user and programmatic needs assessments, community and internal engagement, visioning and conceptual design, site evaluation and recommendation, and development of cost estimates and project timelines. The Project's schematic design and design development, final design, construction document services, bidding services, construction administration, and construction phases are not part of the Scope of Services for this RFP.

The steps outlined above constitute the initial phase of the Project and will facilitate future Project phases, including schematic design and design development, final design, construction document services, bidding services, construction administration, and construction.

The City's primary goals in connection with this RFP and the Project are:

- A. Identification of user and programmatic needs for the new facility and development of visioning and conceptual designs and project budgets informed by the input received during the community and internal engagement process in an expedited fashion (on-time or ahead of schedule); and
- B. Establishment and maintenance of good relationships with stakeholders through a community and internal engagement process that emphasizes communication, open dialogue, and cooperative decision making.

2. Planning, Programming, and Conceptual Design (Phase 1) – Services and Deliverables

The initial phase of the Project will include program planning, development, and the preparation of multiple concept designs and budgets. During this phase, the consultant will

complete the following tasks and prepare and submit to the Department of Public Works the deliverables listed below. All such deliverables are subject to review and approval by the Department of Public Works and the consultant's pricing should assume that revisions may be required to these documents to address concerns raised by the Department of Public Works and/or other project stakeholders.

- A. Develop and execute a program of community and internal engagement to determine the needs and vision of facility users, programming staff, and other interested parties, including the Covina City Council, and reflect the gathered input in the conceptual design(s). The goals of this process is to:
- i. Participation – generate utmost participation of facility users, the Joslyn Center Senior Advisory Committee, programming staff, and other interested parties, including the Covina City Council;
 - ii. Collaboration – collaborative idea generation with focus on identification of operational and spatial characteristics (e.g., layout that allows visibility of activities, generates a desirable social feeling, warm and inviting) worthy of inclusion into design program, desired physical spaces (anticipated uses and utilization) such as main entry, lounge, patio, multipurpose room, warming kitchen, and rooms for arts and crafts, exercise/sports, and games, and support needs (e.g., specialty design features, accessibility, circulation, noise reduction, green development, temperature controls, media capability); and
 - iii. Consensus – achievement of consensus on desired building program.

Potential methods to achieve the community and internal engagement goals could include coordination of site visits to “model” municipal senior centers in the region (e.g., Irwindale, Rancho Cucamonga, Simi Valley, Thousand Oaks) to observe operational and spatial characteristics worthy of note for inclusion into the design program, stakeholder interviews, public workshops, user groups meetings held during regularly scheduled activities, brief surveys, use of social media, and so on.

The consultant will submit a preliminary Community and Internal Engagement Plan as part of its proposal. Within five (5) business days of the Notice to Proceed, the consultant will submit to the City for approval a final Community and Internal Engagement Plan. The Plan shall include, at a minimum:

- i. A detailed explanation of strategy, approach, and staffing for attainment of community and internal engagement goals outlined above, including a schedule of user and programmatic needs assessment meetings, stakeholder interviews, internal meetings, community meetings, workshops, and/or charrettes, plus a listing of potential stakeholders, prospective users, and other participants;
- ii. A detailed explanation of the types of strategies the consultant proposes and the justification for each. This should include meetings, workshops, stakeholder interviews, charrettes, written communication, media outlets, social media, websites, and/or other strategies;
- iii. The Plan should demonstrate a results oriented strategy that not only notifies residents through its community outreach component, but garners useful input from the community and internal stakeholders through its community and internal engagement component; and
- iv. Within thirty (30) calendar days of the Notice to Proceed, any social media and/or websites shall be functional (live).

The program of community and internal engagement will entail meeting preparation, presentation, facilitation, and documentation of all events/comments and methods used.

The consultant will submit a preliminary Project Schedule as part of its proposal. Within five (5) business days of the Notice to Proceed, the consultant will submit to the City for approval a final Project Schedule.

- B. Meet with Multi-Departmental Project Team (City Manager's Office and Community Development, Human Resources/Risk Management, Parks, Public Works, and Parks and Recreation Departments) to kick-off initial phase of Project. Hold meeting within five (5) business days of the Notice to Proceed. The purpose of this meeting will be to review the initial phase project scope, schedule, goals, and expectations for the initial Project phase, as well as, Community and Internal Engagement Plan and Project Schedule with project completion no later than May 18, 2016. The consultant will also collect and present any data available for the Project and Covina senior residents, including, but not limited to, previously completed studies, current survey data, aerial photography, GIS data, etc. The consultant shall complete a

Meeting Summary from this meeting and distribute to meeting attendees for review.

- C. Document distribution services – develop and maintain contact, mailing and e-mail distribution lists of facility users, community and internal stakeholders and other interested parties for the duration of this Project phase. Copies of Project documents (e.g., meeting minutes, handouts, PowerPoint presentations, design documents) shall be forwarded via e-mail in PDF format to distribution list members. The consultant shall also coordinate the posting of documents to the City’s website after each meeting or other project milestone.

- D. User and programmatic needs assessment – conduct interviews and collect information from user groups, programming staff, and stakeholders regarding equipment, personnel operational needs, and program requirements. User groups, programming staff, and stakeholders include, but are not limited to:
 - i. Covina City Council
 - ii. City Departments (City Manager’s Office, Community Development, Fire, Human Resources/Risk Management, Parks & Recreation, Police, and Public Works)
 - iii. Joslyn Center Senior Advisory Committee
 - iv. Senior users of Joslyn Center
 - v. Recreational users of Joslyn Center

- E. Site evaluation – assuming a new Covina Senior Center can be placed anywhere on the Kelby Park site, assess and make recommendation as to where the new Covina Senior Center should be located. Provide supporting information for recommended location. If existing open space is displaced, include ideas on how the site should be reconfigured to include both the facility and an equivalent amount of usable open space.

- F. Prepare preliminary program evaluation and space requirement report and recommend minimum requirements for the facility, including:
 - i. General space allocations (conversion of program requirements to net area required)
 - ii. Human, vehicular, and material flow patterns
 - iii. Special facilities and equipment (e.g., Senior Center shall meet or exceed all ADA accessibility guidelines, individual ADA toilets and toilet stalls shall be of

sufficient size to permit a companion to assist a disabled patron, features to address safety concerns surrounding this population)

- iv. Optional space requirements
 - v. Identify security criteria
 - vi. Define energy and environmental requirements
 - vii. Recommend and incorporate approved sustainable design guideline principles in design of the facility
- G. Draft conceptual Covina Senior Center plans – concept plans are required to identify components of the proposed senior center that are consistent with the findings of the community and internal engagement processes, user and programmatic needs assessments, and to provide the City with preliminary cost estimates and project schedules. Based on input obtained during the program of community and internal engagement, the consultant will work to determine the recreational, social, and cultural programmatic needs (indoor and outdoor activity spaces, functional requirements, inter-related spaces, specific amenities) of the Covina Senior Center and the operational and spatial needs and requirements for the various recreational, social, and cultural programmatic needs and desires identified. These spatial requirements will serve as the basis for determining the size, space programming, and facilities needed for the Covina Senior Center.
- H. Develop three (3) conceptual plans (color renderings) of proposed layouts (floor plans) and site plans accurately depicting entryways, parking areas, and landscape buffers with associated cost estimates and project schedules for the Covina Senior Center that provide alternatives to addressing the programmatic, recreational, social, and cultural needs. Provide conceptual plans to the Multi-Departmental Project Team for review and comment. The consultant will make appropriate modifications based on comments received from the Multi-Departmental Project Team prior to presenting the concept(s) to the City Council and the community.
- I. Conduct a Community Workshop to present the plan alternatives to the public. The purpose of the meeting will be to determine which conceptual plan the community would prefer. It is envisioned that the community may prefer elements from each of the different plans. The Consultant will document comments for inclusion in the final conceptual Covina Senior Center and site plan and provide a report of the findings.

- J. Draft final conceptual Covina Senior Center plan – The consultant will develop a draft final conceptual plan and site plan (color rendering) and associated cost estimate and project schedule informed by the comments obtained through the community and internal engagement processes. The consultant will submit the draft final conceptual plan, cost estimate, and project schedule to the Multi-Departmental Project Team for review before presenting it to the City Council and the public. The consultant will make appropriate modifications prior to presenting the concepts to the City Council and the public.
- K. Present final draft conceptual Covina Senior Center Plan and site plan (color rendering) and cost estimate to the City Council at a noticed City Council Study Session. The community will be invited to attend. The consultant will collect input from the City Council and community and make refinements based on the comments received.
- L. The consultant will develop an Executive Summary Document of the community planning process and final conceptual Covina Senior Center plan. It is envisioned that this document will be a full-color 11 x 17 document that will summarize the process, identified needs, and costs. The consultant will provide the City with digital files of the executive summary and all files used throughout the process. This document and final conceptual plan will become the basis for subsequent phases of the project including, but not limited to, schematic design and design development, final design, construction document services, bidding services, construction administration, and construction.

**Request for Proposals (RFP) to Provide Planning, Programming, Architectural and Engineering
Services for the Initial Phase of the Covina Senior Center Project**

**Exhibit B –
Proposal Rating Sheet**



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
 www.covinaca.gov

Proposal Rating Sheet

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Firm: _____

Name of Reviewer: _____

Signature of Reviewer: _____ Date: _____

Criteria	Maximum Points	Rating
A. Quality of Project Staffing and Organization (10 points). Does the Letter to the Selection Committee provide the rationale for team selection and highlight the strengths of the proposer's proposed team? Proposal shall demonstrate qualifications based on the proposer's overall professional and practical experience and key personnel.	10	
B. Community and Internal Engagement (30 points). Specific experience of the proposer's firm and key personnel in effective completion of Community and Internal Engagement processes, including user and programmatic needs assessments. Proposal shall demonstrate the proposer's successful completion of three (3) community and internal engagement processes of similar size and scope in California within the last eight (8) years.	30	
C. Design of Senior Centers and Recreational Facilities (30 points). Specific experience of proposer's firm and key personnel in design of senior centers and/or recreational facilities (provide references). Proposal shall demonstrate design of three (3) public projects of comparable complexity, including senior centers, recreation centers, community centers, or similar public projects in California within the last eight (8) years.	30	

Criteria	Maximum Points	Rating
<p>D. Specific management approach (20 points). Has the proposer described its Project Understanding and Approach including its ability to perform and complete the services required under this RFP on time and in a cost-effective manner with experienced personnel? Proposal shall clearly outline a project-specific Community and Internal Engagement Plan, including the completion of user and programmatic needs assessments.</p>	20	
<p>E. Project Schedule (10 points). Has the proposer presented a thorough and expedient schedule for performance of the Scope of Services required under this RFP? Proposals shall clearly outline a project-specific schedule that meets or exceeds the 100 to 120 day completion schedule (on or before May 18, 2016), as marked by the acceptance of the final conceptual Covina Senior Center plan and site plan by the City.</p>	10	
Total	100	

**Request for Proposals (RFP) to Provide Planning, Programming, Architectural and Engineering
Services for the Initial Phase of the Covina Senior Center Project**

**Exhibit C –
City of Covina Professional Services Agreement**

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing City Engineer Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the [***INSERT NAME OF PROJECT***] project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional City Engineer Services consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [***INSERT START DATE***] to [***INSERT ENDING DATE***], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any

other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: [***INSERT NAMES***].

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of [***INSERT WRITTEN DOLLAR AMOUNT***] Dollars (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) per day for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);

and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Claremont, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage

shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall

specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices,

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.14 Storm Water Management.

3.2.14.1 Generally. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.14.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.14.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services, and will provide the City with documentation of training acceptable to the City on request.

3.2.14.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may

sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.14 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without the express written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public

works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or

otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or

entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Siobhan Foster, Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses.

Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

CITY OF COVINA

By: _____
Andrea Miller
City Manager

Attest: _____
Evelyn Leach
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

**[INSERT NAME OF CONSULTANT], a
[INSERT TYPE OF LEGAL ENTITY]**

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

EXHIBIT "A"
SCOPE OF SERVICES

[INSERT SCOPE**]**

EXHIBIT "B"
SCHEDULE OF SERVICES

[INSERT SCHEDULE**]**

**EXHIBIT "C"
COMPENSATION**

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES**]**



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Addendum #1 Issued: November 12, 2015

The changes in this Addendum are not material, but will be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

Inquiries:

Question 1: Will the selected firm be allowed to participate in the second phase of this project – the Schematic Design through Construction Phases – or will it only be allowed to do the programming?

Response 1: The firm selected for the initial phase of the project (Planning, Programming, Architectural and Engineering Services) will be eligible to submit a proposal for the second phase of this project. The City anticipates identifying the firm or consultant team for the second phase through a competitive selection process.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Addendum #2 Issued: November 12, 2015

The changes in this Addendum shall be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

Inquiries:

Question 1: On page 5 of the RFP, under Section iii (Technical Qualifications and Experience), Subsections b and c, there is no mention that the projects and the user and programmatic needs assessments and community engagement processes used as examples by the Proposer must have been completed in California.

Page 7 of the RFP, Section 5 (Evaluation Procedure), Subsections B and C indicate that the projects and the user and programmatic needs assessments and community engagement processes used as examples by the proposer must have been completed in California.

Please confirm which is correct.

Response 1: The project and the user and programmatic needs assessments and community engagement processes experience should be California-specific experience completed within the last eight (8) years.

Subsequently, Page 5 of the RFP, under Section iii (Technical Qualifications and Experience), Subsections b and c should be amended as follows (with changes shown in bold text):

- b. Provide detailed information on up to three (3) projects completed within the last eight (8) years **in California** that the proposer feels best illustrate its team's qualifications to perform the work, including a brief description of these selected projects and photographs of the completed effort. The brief description should include when the project began operation, its current status, a description of the proposer's role/involvement in the project, and any specific information on how the design is responsive to the public, especially the senior community; and

- c. Specific experience of the proposer's firm and key personnel in user and programmatic needs assessments and community engagement processes. For up to three (3) projects completed in the last eight (8) years **in California**, identify the type of project or facility and uses, square footage, date of completion, client/owner with contact information, project valuation, and description of components of user and programmatic needs assessments and community engagement processes used. Provide references.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Addendum #3 Issued: November 18, 2015

The changes in this Addendum are not material, but will be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

Inquiries:

Question 1: Does the City have an idea of how large the new senior center should be? Or does the city want the new center to remain 12,000 SF? On page 4, under technical qualifications and experience, it is stated that the City desires a consultant that brings the five types of experience, the fifth type being past design for buildings of similar size, scope, and complexity. I'm just curious if the similar size/scope/complexity should be based off the existing 12,000 SF building or the new building. If it's the new building, knowing the desired square footage would be helpful.

Response 1: The intent is for the proposing design firm, based on the user and programmatic needs assessments, community and internal engagement processes, and the expertise of the design firm, to determine the ideal size of the new facility. While the current Joslyn Center is a 12,000 square-foot facility, the City believes that a modern facility with multi-purpose attributes could make more efficient use of space and could be closer to 10,000 square-feet.

Refer to Item No: NB 2 on the September 15, 2015 City of Covina City Council Agenda for background on this project. The report is available on the City's website at:
http://covinaca.gov/images/webuser/City_Clerk/agendas-pkts/2015/91515_Packet.pdf.

Question 2: I understand that this RFP is not for SD – CA. I'm curious how the City plans to proceed with the project after the initial phase is completed? Will the team who provides the initial work be eligible for the subsequent design services? If so, does the City plan to issue an RFP for the full design services just to the team who provided the initial work, or does the City plan to issue an RFP to any/all interested parties?

Response 2: Please refer to Addendum #1. The firm selected for the initial phase of the project (Planning, Programming, Architectural and Engineering Services) will be eligible to submit a proposal for the second phase of this project. The City anticipates identifying the firm or consultant team for the second phase through a competitive selection process.

Question 3: Does the City have an approved budget or budget range for the initial work?

Response 3: Approval of the budget for the Initial Phase of the Covina Senior Center Project will be sought at the time the City Council considers the award of the Professional Services Agreement for the Planning, Programming, Architectural and Engineering Services for the Initial Phase of the Covina Senior Center Project. Item No: NB 2 on the September 15, 2015 City of Covina City Council Agenda contains background on this project. The report is available on the City's website at: http://covinaca.gov/images/webuser/City_Clerk/agendas-pkts/2015/91515_Packet.pdf.

Question 4: Is the city requesting the team to provide all community outreach/engagement services? Specifically, would the team be required to assemble a contact list, develop and manage invitations, book community meeting locations, etc.?

Response 4: The Community and Internal Engagement Plan submitted by the Consultant and approved by the City will determine the components of the process. City staff will be able to provide a reasonable amount of support to the process. This support will include identification of key stakeholders, assistance with the development of the contact list, and help securing meeting locations.

Question 5: The scope of work provides 30 calendar days for social media and a website to be live. Is the City working with a web developer/designer now that could design/code/test/execute the site? Or will the design team need to include a web developer/designer for the team?

Response 5: The Community and Internal Engagement Plan submitted by the Consultant and approved by the City will determine the requirements, if any, for social media use and/or a project website. If the Consultant's Plan recommends the use of the City's website for project communication, City staff will be able to provide a reasonable amount of support to the process. This support will include the posting of updates developed by the Consultant to the City's website.

Question 6: Is there any pre-submittal meeting or site visit planned prior to the submittal deadline?

Response 6: No, there is no pre-submittal meeting or site visit planned prior to the submittal deadline. A visit to the existing Joslyn Center would have marginal benefit since the facility lacks the multi-purpose and modern attributes the City is seeking in the new Covina Senior Center. Please refer to the attachment for a summary of the current senior programming at Joslyn Center. This may assist proposers in understanding the potential programmatic needs of the new Covina Senior Center.

Kelby Park, where the current Joslyn Center is located and where the new Covina Senior Center will be sited, is open daily from 5:00 a.m. to 10:30 p.m. Proposers are able to visit the site during these hours.

City of Covina
Parks & Recreation and Library Services Department
Current Senior Programming

Program/Activity	Days of the week	Room Type	Attendance	# of tables/chairs	Other Needs
Senior Programs	Monday-Thursday 3 am-4 pm and Fridays 9 am-1 pm				
Lunch	Monday-Friday 11 am-1 pm	Dining Room	65-80	15 Rounds/80 chairs	
Zumba	Mon./Tues./Thurs. 3-4 pm	Auditorium	35		
Seniorcise	Tuesday/Thursday 9-10 am	Auditorium	80		
Bean Bag Toss	Wednesday 10:30-11:30 am	Auditorium	15	15 chairs	
Indoor Chair Volleyball	Thursday 1:30-2:30 pm	Auditorium	25	25 chairs	
Covina Senior Club	Fridays 8-11 am	Auditorium	90	90 chairs/ 28 tables	
Billiards	Monday-Friday (all day)	Pool Room	36	3 tables	
Watercolor Painting	Monday 9 am-12 pm	Craft Room	20-25	20-25 chairs/7 tables	
Garden Club	Monday (1 st Monday - Dark July-Sept)	Auditorium	35	35 chairs/9 tables	
Family History Class	Monday (1 day class)	Classroom			
Arthritis Exercise Class	Monday/Wednesday 1-2 pm	Auditorium	20		
Home Gardening	Monday 1-3 pm	Craft Room	15-20	15-20 chairs/6 tables	
Hatha Yoga Class	Monday 9-10 am	Auditorium	12		
Gentle Yoga Class	Monday 10:15-11:15 am	Auditorium	12		
Tai Chi Club	Monday 11:30 am-12:30 pm/Friday 12:15-1 pm	Auditorium	10		
American Red Cross	Monday (1 st Monday of each month) 12:30-2 pm	Lounge	8		
Tai Chi Kung	Tuesday 10:15-11:15 am	Auditorium	20		
Happy Stokers Club	Tuesday/Thursday 10:30-11:30 am	Dining Room	10		
Case Management	Tuesday/Thursday 1-4 pm	Office	10		
Computer Class	Tuesday 1-3 pm	Lounge	15	15 chairs/4 card tables	
Scrapbooking Club	Wednesday 9 am-12 pm	Craft Room	30	30 chairs/8 tables	
Notary Services	Wednesday (1 st Wednesday) 10-11 am	Office	10		
Legal Services	Wednesday (2 nd Wednesday) 10 am-12 pm	Office	2-8 appt. a week	1 Chair/1 table	
Yoga	Wednesday 10:15-11:15 am	Auditorium	50		
Balance and Mobility	Wednesday 11:30 am-12:30 pm	Auditorium	28		

Program/Activity	Days of the week	Room Type	Attendance	# of tables/chairs	Other Needs
Senior Programs	Monday-Thursday 3 am-4 pm and Fridays 9 am-1 pm				
Sassy Ladies Club	Wednesday (1 st Wednesday) 1-3 pm	Auditorium	25	25 chairs/6 tables	
Quilting Club	Wednesday 1-3 pm	Craft Room	3-8	8 chairs/4 tables	
Bridge Club	Wednesday 1-4 pm	Auditorium	20	5 card tables	
Knitting and Crocheting	Thursday 9 am-12 pm	Craft Room	32		
Blood Pressure Checks	Thursday (3 rd of each month)	Lounge	35		
Bunco	Thursday 1-3 pm	Auditorium	25	6 card tables	
Legal Services	Friday (1 st and 3 rd) 10-11 am	Lounge	2-8 appt. a week	1 Chair/1 table	
Pediatric CPR, AED & First Aid	Saturday, 9 am -3:30 pm	Craft Room	4	1 table/ 6 chairs	DVD & TV



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Addendum #4 Issued: November 23, 2015

The changes in this Addendum shall be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

Inquiries:

Question 1: Where do the utilities for the facility come from—Barranca or the neighborhood behind the facility?

Response 1: Utilities are available from both locations. The determination as to where to pull utilities from should be made based on where the new facility is placed on the Kelby Park site. Section 2, Subsection E of Exhibit A – Scope of Services requires the Consultant to “make a recommendation as to where the new Covina Senior Center should be located. Provide supporting information for recommended location.”

Question 2: To what extent are other areas of the overall park site to be improved? Does the ‘Senior Center’ encompass only the actual building structure or the parking lot and near area, and entrance to the surrounding park as well?

Response 2: This project focuses on the placement and construction of the new Covina Senior Center and will include the site improvements necessary to support the use of the new facility. To this end, parking lot, lighting, and access enhancements will be part of the project. Other enhancements recommended by the Consultant will seriously be considered by the City. Such recommendations could include redesign of the park/facility entrance and demolition of the park restroom structure, for example.

Further, Section 2, Subsection E of Exhibit A – Scope of Services requires the Consultant to make a recommendation as to where the new Covina Senior Center should be placed on the Kelby Park site. Should existing open space be displaced to accommodate the recommended facility placement, the Consultant must “include ideas on how the site should be reconfigured to include both the facility and an equivalent amount of usable open space.”

Question 3: Is it expected that the new facility will be larger than the current one?

Response 3: Please refer to Response 1 in Addendum #3 issued on November 18, 2015. Addendum #3 is available on the City's website at:
[http://covinaca.gov/images/Covina New Senior Center Addendum 3.pdf](http://covinaca.gov/images/Covina%20New%20Senior%20Center%20Addendum%203.pdf).

Question 4: Is funding already in place for the services described in the RFP? If not, how and when is the funding anticipated occurring?

Response 4: Please refer to Response 3 in Addendum #3 issued on November 18, 2015. Addendum #3 is available on the City's website at:
[http://covinaca.gov/images/Covina New Senior Center Addendum 3.pdf](http://covinaca.gov/images/Covina%20New%20Senior%20Center%20Addendum%203.pdf).

Question 5: To clarify, is the intention that the new facility will provide services for both seniors and the community at large?

Response 5: Yes.

Question 6: With regard to RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iii (Technical Qualifications and Experience), Items b and c, can the sample projects include projects wherein our firm's services were completed (e.g., design guidelines), but the project has actually yet to be built?

Response 6: Yes, while this is allowable, please be mindful that this may make it difficult for the City to ascertain the proposer's role/involvement in the project(s) and how the design(s) is responsive to the public, especially the senior community. Reference checks will be conducted.

Question 7: With regard to RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iv (Project Staffing and Organization), Item d, should the staffing plan/organizational chart be organized according to a schedule (e.g., week by week) or by tasks described in Exhibit A – Scope of Services? Can you provide an example of what you are looking for?

Response 7: Per RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iv (Project Staffing and Organization), Item d, proposers should organize the staffing plan/organization chart in a manner that best conveys "how the proposer will complete comprehensive user and programmatic assessments, community and internal engagement processes, and design services in the most effective, efficient, and cost-effective manner. Innovate staffing plans are encouraged based on best management practices and/or methods utilized successfully by the proposer in other municipalities," indicating anticipated

work hours by classification both on and off-site. The proposer has discretion on how to present the staffing plan/organization chart.

Question 8: Do you require a wet-ink signature on all copies of the proposal?

Response 8: No, one original proposal with a wet-ink signature is sufficient. Please mark this copy as the “original.”

Question 9: Is there a page limit for the proposal?

Response 9: There is no page limit for the proposal. Proposers are encouraged to keep their proposals brief and relevant to the scope of work required.

Question 10: RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iv (Project Staffing and Organization), Item d and RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection v (Project Understanding and Approach), Item a are asking for very similar things. Can you please elaborate on the differences in what you are looking for in each of these sections?

Response 10: RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iv (Project Staffing and Organization), Item d is a requirement for a proposed staffing plan/organizational chart indicating anticipated work hours per week by classification both on and off-site. This requirement typically generates a graphical response.

RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection v (Project Understanding and Approach), Item a requires a description of the proposer’s overall approach to the services required by the RFP and must include a Preliminary Community and Internal Engagement Plan and Preliminary Project Schedule. This requirement typically generates a narrative response.

Question 11: For reference, the current Scope listed could be called “Part A”. While the SD-CA phases were listed as a potential “future RFP,” the City could request the SD-CA phases now as a “Part B” scope for the architect and the consultants. In this way, the City would have adequate information and vetting to continue the project through to the completion of construction. Part B could be authorized once funding / approval is received. You would then have the “team” for the entire project, yet the release could be contingent upon funding / approval of Part B.

This would avoid a future RFP and potentially a second architect on the same project with liability implications, potential design philosophy / program disconnects, and other issues for the City. This also could save a couple of months not having to re-RFP for Part B.

Response 11: While the City appreciates the suggestion and its merits, the project as phased best meets the needs of the City.

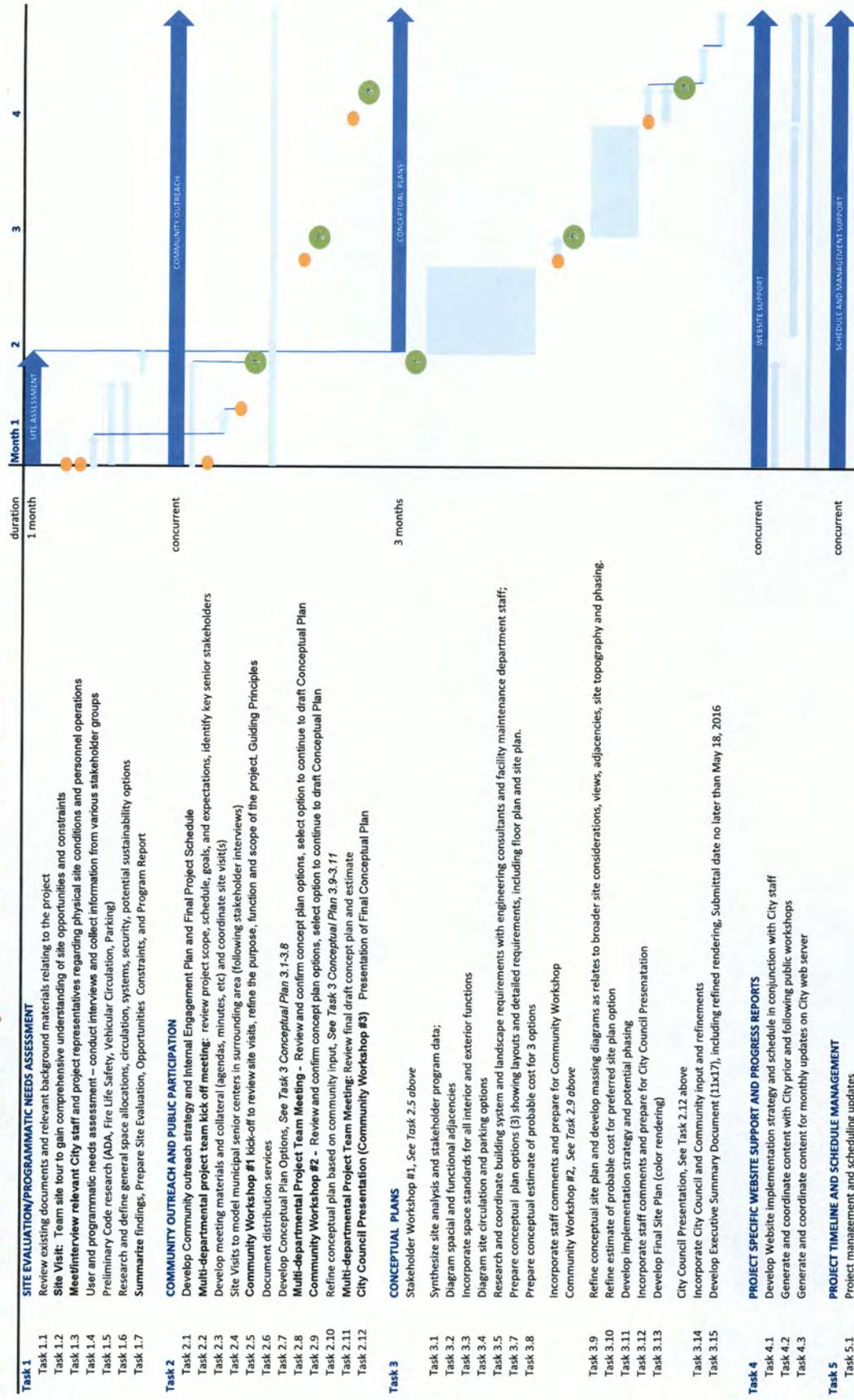
Question 12: Regarding the community outreach meetings. For consistency of proposals amongst bidders, perhaps 2 or 3 community meetings is appropriate?

Response 12: The Community and Internal Engagement Plan submitted by the Consultant and approved by the City will determine the components of the process. The City is relying on the expertise and/or methods utilized successfully by the proposer in other municipalities to shape the community and internal engagement process that will be undertaken.

Question 13: Can the proposal be double sided?

Response 13: Yes.

Covina Senior Center Project Schedule and Tasks



GONZALEZ GOODALE ARCHITECTS



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. NB 2

STAFF SOURCE **Siobhan Foster, Director of Public Works**
Amy Hall-McGrade, Director of Parks & Recreation
Brian Lee, Director of Community Development
John Michicoff, Interim Director of Finance
Danielle Tellez, Director of Human Resources & Risk Manager

ITEM TITLE **Joslyn Center – Facility Update and Authorization to Issue Request for Proposals for Design Services for Construction of New Senior Center, Identify Temporary Locations to Accommodate Programming Requirements and Initiate Negotiations with Property Owners**

STAFF RECOMMENDATION

- 1) Receive and file the Joslyn Center update;
- 2) Authorize the City Manager to issue Request for Proposals (RFP) for design services for construction of a new senior center in accordance with Covina Municipal Code (CMC) Section 2.20.175 (Purchase – Professional and Specialized Services); and
- 3) Direct the Departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners.

FISCAL IMPACT

There is no fiscal impact associated with the issuance of a RFP for design services for the construction of a new senior center. The cost of design services for the new facility are estimated not-to-exceed \$600,000 based on the approximate \$5.5 million construction cost of a new 10,000 square foot (SF) facility and demolition of the existing Joslyn Center. Funding for the estimated \$6.0 million project could come from various sources as outlined in Table 1.

Table 1 – Possible Funding Sources for Design and Construction of New Senior Center

Possible Funding Source	Amount
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Senior Citizen's Center Improvement Project	\$650,000

Possible Funding Source	Amount
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project,	\$250,000
City Funds (e.g., Kahler Russell Park Gym remaining funds, Quimby Fees, Joslyn Foundation Donation Fund)	\$500,000 to \$700,000
Community Development Block Grant (CDBG)	\$200,000 to \$400,000

Remaining project funding may come from additional grant funding and/or through financing.

The use of Los Angeles County grant funds for the design and construction of a new senior center will require the County's approval of the reallocation of these funds. The City Manager has initiated this conversation with Supervisor Antonovich's Office.

BACKGROUND

Joslyn Center, located at 815 North Barranca Avenue, was originally constructed in 1979 with several additions in later years, including the last addition in 1989. The building is a one-story wood-framed structure with plaster exterior walls, a combination of low slope built-up asphalt membrane roof with parapet walls and sloped Spanish tile roof. The facility is approximately 12,000 SF and is used primarily for senior citizen activities. The building is situated in Kelby Park with grass field areas located at the front and the rear of the building. The building site slopes from Barranca Avenue at the front of the building to East Reed Street at the rear of the building.

On April 20, 2007, two incidents caused significant water damage to Joslyn Center impacting all rooms in the facility except the restrooms, kitchen, and dining room. The first incident occurred when a maintenance company left a hose running in the mop sink overnight. The second incident involved a below ground water line break. On May 22, 2007, the City Council approved the appropriation of \$25,000 to cover the insurance deductibles for each incident. The City's property insurance policy through CSAC-EIA covered the needed building repairs and furniture replacements due to water damage in excess of the deductibles. The City sought subrogation on the incident that involved contract cleaning services. The water line break was not subject to subrogation.

The insurance carrier contracted with Belfor USA to prepare a Scope of Work to be used to obtain informal bids to complete facility restoration including necessary building code and American with Disabilities Act (ADA) upgrades. On June 19, 2007, the City Council appropriated \$35,037 in additional City funds to upgrade walls, ceiling tiles, and lighting that was not damaged but needed to be addressed cosmetically to match restoration repairs (remediation repairs were completed to the Lounge, Main Office Conference Room, Game/Pool Room, Craft Room and hallways). The Agenda Report also contained a letter outlining areas of concern Belfor USA identified during the course of facility inspections including cracks in the drywall and stucco and apparent changes in the grade of the floor and concrete slab, which precipitated a series of subsequent facility evaluations.

On March 4, 2008, the City Council authorized the retention of Rimkus Consulting Group to complete a structural forensic engineering investigation of Joslyn Center based on the conditions identified during the restoration process performed by Belfor USA. Conditions included water intrusion to the structure at multiple locations and cracks in the exterior stucco, ceiling laminated beams, and exterior walkways. Rimkus Consulting Group submitted its Report of Findings to the City on December 19, 2009. The Report of Findings identified, among other items:

- Water intrusion occurring at walls, windows, and sliding glass doors due to aged and damaged window systems, lack of adequate window and sliding glass door flashing, inadequate exterior walkway drainage, and plaster wall weep screeds buried below the exterior pavement finish surface;
- Exterior pavement sloping toward building and plaster wall weep screeds buried below the exterior pavement finish surface;
- Concrete slab cracks at exterior walkways due to inadequate construction joint depth/spacing, water ponding adjacent to the planters and building foundation along the south and east elevations, and vehicular traffic along the north elevation; and
- Multiple roof leaks.

The Report of Findings recommended the following, among other items:

- Removal and replacement of old and damaged windows and sliding glass doors;
- Roof should be examined by a professional familiar with this type of roof deck and repaired and replaced as necessary, as water will continue to damage the interior finish surfaces and may cause structural degradation of some of the framing members supporting the roof, walls, and ceiling;
- Raise plaster wall weep screeds above exterior concrete pavement finish surface to allow plaster walls to drain as required by the current building code; and
- Area drains should be installed where possible to reduce the deterioration of the existing slab and prevent cracking where new slabs are placed.

On August 18, 2009, the City Council approved a Professional Services Agreement (PSA) with Allana, Buick & Bers Inc. (ABB) to perform architectural engineering services for the repair of the Joslyn Center building envelope and City Hall roof. Joslyn Center services were focused on addressing the various weather-proofing problems with the building envelope including roof leaks and surface intrusions. ABB was contracted to provide investigation, construction document and bid services for the basic building envelope renovation project at Joslyn Center.

On May 4, 2010, the City Council approved an amendment to the PSA with ABB to perform additional architectural engineering services at Joslyn Center. Due to problems that were not

readily foreseen prior to flood and destructive testing of the building, the design costs increased in two ways: 1) additional design needs for construction details; and 2) design of a ductless HVAC system to replace the existing inefficient system that needs to be removed prior to re-roofing the facility and repairing internal structural members.

On August 9, 2010, ABB provided the City with bid specifications and construction documents for the Joslyn Senior Citizen's Center Repairs Project. The Scope of Work includes:

- Mechanical system upgrades;
- Replacement of low-slope roofing;
- Limited replacement of windows and sliding glass doors;
- Exterior wall flashing repairs including limited removal and replacement of cement plaster and siding, and limited removal and reinstallation of existing doors and windows and other appurtenances;
- Application of elastomeric wall coating or textured elastomeric finish system to all exterior cement plaster walls; and
- Limited flashing repairs to existing tile roof.

The City advertised the Joslyn Senior Citizen's Center Repairs Project for bid in September 2013 and rebid in December 2013 due to bid submittal irregularities from proposers. Bids were received by the City Clerk's Office on January 15, 2014. On April 15, 2014, the City Council rejected all bids for the Joslyn Senior Citizen's Center Repairs Project when staff determined that the reprogramming of \$650,000 in Los Angeles County funds from Grant 58C4-07-2100 (Covina Sports Center Project, Kahler Russell Park) had not been completed and the funds were not available from the County for construction. The City did not have General Fund monies available at the time to initiate construction at the City's risk without first assuring the reprogramming of the County funds to this project.

On July 1, 2014, the City Council adopted Resolution 14-7259 approving the application for grant funds from the Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Senior Citizen's Center Improvement Project. On September 9, 2014, the Los County Board of Supervisors allocated \$650,000 to the Joslyn Senior Citizen's Center Improvement Project.

Additionally, on August 19, 2014, the City Council adopted Resolution No. 14-7266 approving the application for grant funds from the Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project. This project consists of interior restroom renovation, beautification to meeting rooms, and parking lot enhancements. On

January 27, 2015, the Los County Board of Supervisors allocated \$250,000 to the Joslyn Center ADA Beautification Improvement Project.

Current Issue – Facility

With the City's change in leadership and upon learning that the proposed Joslyn Senior Citizen's Center Repairs Project previously advertised for bid did not take into account the needs of facility users and Department of Parks & Recreation programming requirements, coupled with the time that had elapsed, an interdepartmental staff team and technical experts (civil engineer, structural engineer and certified building official) initiated a reassessment of the conditions at Joslyn Center including the review of various technical studies completed previously. The team noted the same conditions outlined above (such as water intrusion at numerous locations from roof, window and door leaks and topography that slopes toward the building) and emphasized that the time elapsed and weather impacts since the studies were completed have exacerbated the conditions that need to be addressed.

The technical experts also identified the need to extensively reconfigure site grading adjacent to the building and/or install a complex drainage system to stop water from flowing toward and infiltrating Joslyn Center. Most significantly, the technical experts stressed the likelihood that other unforeseen structural conditions may exist and not be evident until removal of the existing roof and flooring systems occur. The need for the facility to be enhanced to meet current ADA, building and fire code requirements are also cost considerations.

Based on this information and particularly the unknown structural conditions that may be uncovered during construction, the technical experts have determined that the estimated cost to rehabilitate Joslyn Center is difficult to estimate, but may reach \$10.0 million, and likely would exceed the cost of building a new facility. This coupled with the fact that it would be more expedient and cost effective to incorporate facility user and Department of Parks & Recreation programming needs into a new facility design than modify the current Joslyn Center layout, compels the interdepartmental team to recommend that the City Council authorize the City Manager to issue a RFP for design services for construction of a new senior center in accordance with CMC Section 2.20.175 (Purchase – Professional and Specialized Services).

The interdepartmental team and technical experts estimate the cost of a new 10,000 SF facility would cost approximately \$5.5 million including demolition of the existing Joslyn Center, plus approximately \$600,000 in design costs. The Scope of Services for the RFP would include:

- Community and internal outreach to ascertain facility user needs and Department of Parks & Recreation programming needs, respectively;
- Schematic design services;
- Design development services;
- Construction document services;
- Bidding services; and

- Construction administration services.

Depending on where the new facility is sited on the Kelby Park footprint, there may be additional costs associated with relocation of existing recreational open space. The facility could be reconstructed in its existing location or constructed on the eastern end of the site adjacent to Barranca Avenue. The location of the new facility would be determined during the design process.

It is anticipated that once the City Council authorizes a contract for design services, the design and construction process for the new Joslyn Center will take approximately 24 to 36 months.

Current Issue – Relocation of Services

The forecast of a unseasonably heavy rainy season coupled with the time that has elapsed and weather impacts that have occurred since the last structural analysis of Joslyn Center was completed and the unknown structural conditions that may be uncovered during construction, compels the interdepartmental team and technical experts to recommend that the City Council direct the Departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate programming requirements and initiate negotiations with property owners as soon as possible. Current facility usage is shown in Table 2 below.

Table 2 – Joslyn Center Hours and Usage

Room	Maximum Senior Participants	Maximum Class Participants
Auditorium	100	40
Craft Room	30	20
Conference Room	8	8
Dining Room	120	10
Kitchen	12	12
Lounge	15	10
Pool Room	12	n/a
Senior Programs: Monday – Thursday, 9AM to 4PM and Friday, 9AM to 1PM		
Leisure Classes: Monday – Friday, 4PM to 9:30PM and Saturday, 9AM to 3PM		

ALTERNATIVES

At least three alternatives are available to the City Council.

Alternative 1

The City Council may elect not to authorize the issuance of the RFP for design services for construction of a new senior center and instead direct staff to rehabilitate the existing Joslyn Center. The estimated cost to rehabilitate Joslyn Center is difficult to estimate, but may reach \$10.0 million, and likely would exceed the cost of building a new facility.

Alternative 2

The City Council may elect not to authorize the issuance of the RFP for design services for construction of a new senior center and instead direct staff to explore and/or pursue use of a design-build process instead of the traditional design-bid-build process. While a relatively new

process for modernizing public facilities, a design-build process could accelerate the project schedule, reduce risk, claims, and litigation, and allow selection based on qualifications, value, cost, and other criteria. The exploration and development of a design-build process for this project would increase the project timeframe.

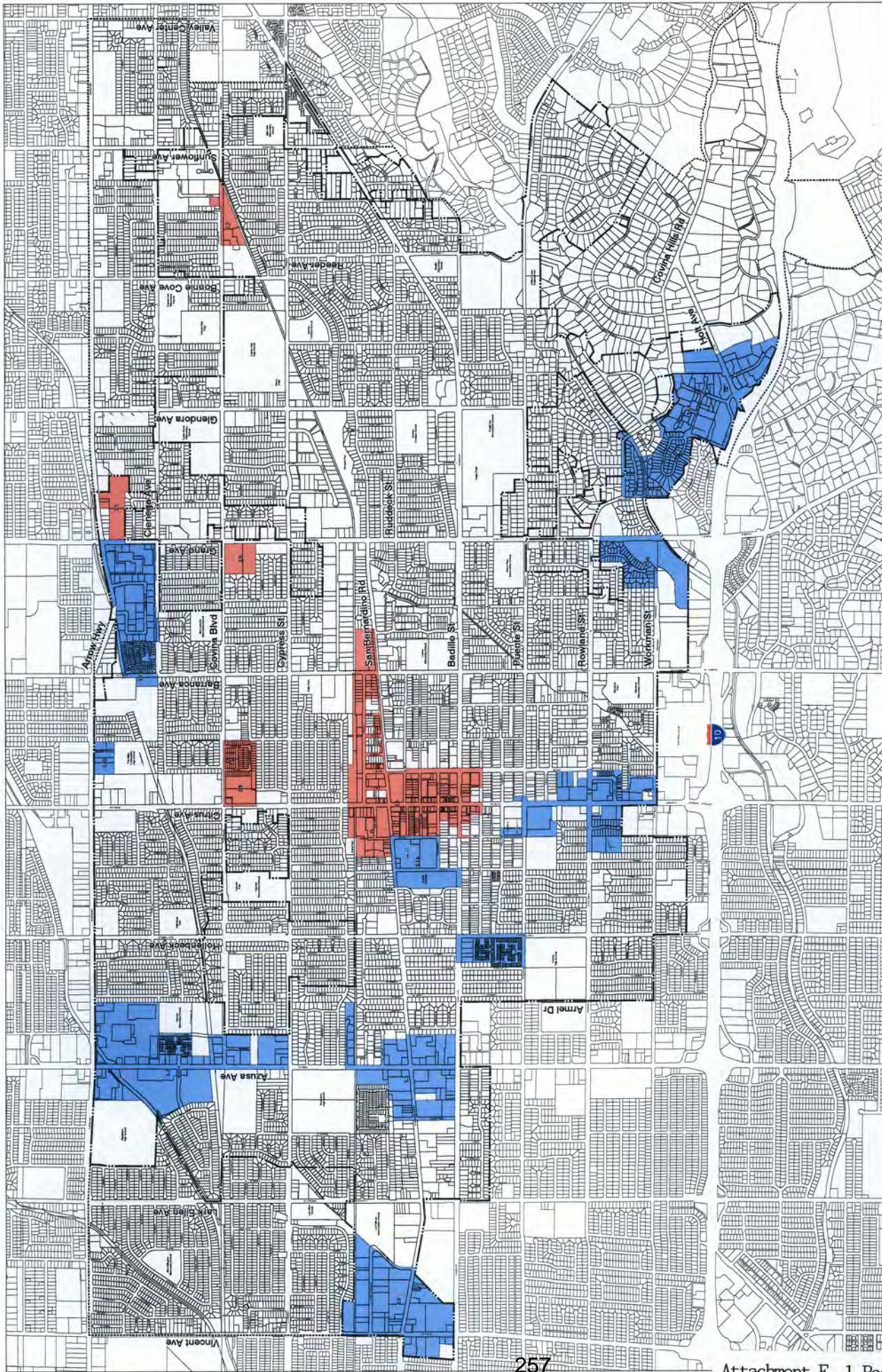
Alternative 3

The City Council may elect not to direct the Departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners. Should the City Council desire to continue to provide programming in the existing Joslyn Center, efforts and resources should be focused on making the facility as weather resistant as possible before the approaching rainy season which runs from October 2015 to April 2016. The staff team and technical experts do not recommend this option due to the potential risk of liability issues.

Respectfully submitted



Siobhan Foster/Director of Public Works
Public Works Department



- REDEVELOPMENT AREAS**
- Project Area One
 - Project Area Two
- BOUNDARIES**
- City Boundary
 - Planning Area Boundary



REDEVELOPMENT AREAS
City of Covina



RESOLUTION NO. 16-7454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-2016 PUBLIC WORKS DEPARTMENT BUDGET TO REFLECT AN APPROPRIATION OF \$130,000 FROM SPECIAL GENERAL FUND – RULE 20A SWAP FOR PROJECT NO. P-1601, COVINA SENIOR CENTER PROJECT, AND INCREASING THE FISCAL YEAR 2015-16 CAPITAL IMPROVEMENTS FUND BUDGET (ACCOUNT NO. 4600-3400-55100-P1601) IN THE AMOUNT OF \$500,000 FOR INITIAL PHASE OF THE COVINA SENIOR CENTER PROJECT, RELATED BOUNDARY AND TOPOGRAPHIC SURVEY AND SOILS AND GEOLOGIC ANALYSIS, AND SEED MONEY FOR SUBSEQUENT PHASES OF PROJECT

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

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2015 and ending June 30, 2016 was approved on June 23, 2015; and

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

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

WHEREAS, on September 15, 2015, the City Council authorized the City Manager to issue a Request for Proposals (RFP) for community and internal outreach to ascertain facility-user needs and Parks & Recreation Department programming needs;

WHEREAS, on November 10, 2015, the Department of Public Works issued the RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project;

WHEREAS, a boundary and topographic site survey and soils and geologic analysis is necessary to support the development of the conceptual site plan as part of the initial phase of the Covina Senior Center project and facilitate the subsequent design and construction phases of the project; and

WHEREAS, seed funding for future phases of the Covina Senior Center Project is needed; and

WHEREAS, the City of Covina wishes to allocate funds for the completion of the Initial Phase of the Covina Senior Center Project, Project P-1601 and necessary boundary and topographic site survey and soils and geologic analysis.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City of Covina, as follows:

SECTION 1. Amend the fiscal year 2015-2016 City of Covina operating budget as follows: \$500,000 from Special General Fund – Rule 20A balance (account no. 1060-0000-59140) to Capital Improvements (Parks and Recreation) – Park Facilities – Building & Structures – Covina Senior Center (account no. 4600- 3400-55100-P-1601).

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

PASSED, APPROVED AND ADOPTED this 19th day of January 2016.

John C. King, Mayor

ATTEST:

Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney

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CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 3

MEETING DATE: January 19, 2016

TITLE: Urgency ordinance prohibiting the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development
David Povero, Captain

RECOMMENDATION: Adopt Ordinance No. 16-2053, an urgency ordinance prohibiting the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards

BACKGROUND

In 1996, the voters of the State of California approved Proposition 215 entitled “The Compassionate Use Act of 1996” (“CUA”) to enable seriously ill Californians, under the care of a physician, to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted SB 420 entitled the Medical Marijuana Program (“MMP”) which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code. Neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate medical marijuana within its jurisdiction. Under the Federal Controlled Substances Act, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need.

Governor Brown recently signed into law the Medical Marijuana Regulation and Safety Act (“MMRSA”) which is comprised of three related bills: AB 243, AB 266, and SB 643. The MMRSA establishes licensing requirements for the cultivation, distribution, and transportation of medical marijuana, safety and testing standards for medical marijuana and medical marijuana products, and regulates the physicians who recommend or prescribe medical marijuana to patients. The MMRSA contains statutory provisions that allow local governments to maintain local control over medical marijuana and does not require a city to allow medical marijuana activity within its borders.

The MMRSA provides that the State Department of Food and Agriculture will be the sole licensing authority for medical marijuana cultivation applications effective March 1, 2016, if a city does not have a land use regulation in place regulating or prohibiting the cultivation of marijuana, either expressly or otherwise under the principles of permissive zoning, or if a city chooses not to administer a conditional use permit program.

Since 2008, the City has prohibited medical marijuana dispensaries from operating in the City. The City's municipal code currently prohibits medical marijuana cultivation, but exempts individual users who cultivate for personal use. A medical marijuana dispensary is defined as "any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arrange the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied to one or more of the following: (1) more than a single qualified patient, (2) more than a single person with an identification card, or (3) more than a single primary caregiver." See Section 17.04.414.5. The attached urgency ordinance amends this code section to remove these exemptions and expressly prohibit medical marijuana cultivation anywhere in the City.

The urgency ordinance is necessary for the immediate preservation of the public peace, health or safety and, if adopted, shall take effect immediately pursuant to California Government Code Section 36937(b). The facts constituting the emergency are that the City must adopt a land use regulation prohibiting the cultivation of medical marijuana that is in effect by March 1, 2016, or the State will become the sole licensing authority for the cultivation of medical marijuana. The City has insufficient time to go through the regular process for adopting a zoning ordinance that will be in effect by March 1, 2016, and therefore, this urgency ordinance is necessary to protect the public health, safety and welfare. The justification for banning marijuana cultivation pursuant to the City's police power includes, without limitation: 1) the increased risk to public safety, based on the value of marijuana plants and the accompanying threat of break-ins, robbery and theft, and attendant violence and injury; 2) the strong "skunk like" malodorous fumes emitted from mature plants that can interfere with the use and enjoyment of neighboring properties by their occupants; and 3) the risk of electrical fire hazards caused by medical marijuana cultivation.

Criminal activity is often associated with medical marijuana cultivation. As marijuana plants begin to flower, and for a period of two months or more, the plants produce a strong, unique odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors. This odor can have the effect of encouraging theft by alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery or armed robbery of the plants and creating the potential for violent acts related to such criminal activity.

Furthermore, indoor cultivation of marijuana, often unattended, has potential to cause harm to persons and property in that the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a distinct risk of harm to the building and its occupants. Buildings where marijuana is cultivated are often illegally wired and have overloaded electrical systems that result in fires. In 2015 alone, there were a number of reported incidents of indoor marijuana cultivation sites causing fires. On February 9, 2015, there was a fire in a residence in Sacramento that was caused by the indoor cultivation of marijuana. On February 19, 2015, there was an electrical fire in Arcadia caused by an indoor marijuana cultivation operation. On April 24, 2015 there was an explosion in a Silver Lake home that leveled the house and destroyed several cars that was caused by an indoor marijuana cultivation operation. In May 2015, a fire erupted in a commercial building in Sun Valley that was caused by indoor marijuana grow

house. In that same month, there was a fire in an Elk Grove home caused by an overheated illegal electrical power connection used to power an indoor marijuana grow house. In June 2015, there was a fire in a Sacramento residence caused by an indoor marijuana grow house. In July 2015, there was a fire in a Baldwin Park home caused by grow house. In September 2015, there was a fire in the garage of a Sun Valley residences that was caused by an indoor marijuana grow house. On October 23, 2015, there was a fire in a Rialto home that was caused by an indoor marijuana grow, started by an electrical panel that burst. Finally, in October 24, 2015 in Covina, a light industrial property was consumed by fire caused by the illegal electrical hook up of an indoor marijuana facility.

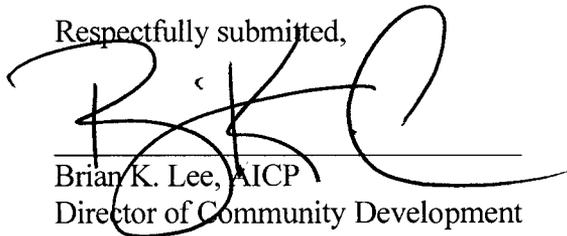
FISCAL IMPACT

There may be additional law enforcement costs related to the enforcement of the provisions of this urgency ordinance although it is difficult to quantify these costs at this time.

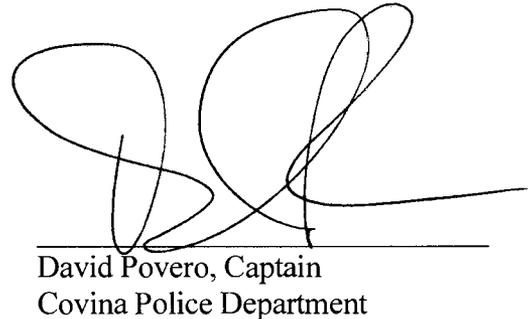
ENVIRONMENTAL DETERMINATION

There is no environmental impact related to this item. Pursuant to the California Environmental Quality Act (“CEQA”), the Planning Department has determined that the proposed prohibition on the cultivation of medical marijuana is exempt from the requirements of CEQA and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed prohibition on marijuana cultivation within the City’s jurisdiction will have a significant effect on the environment. The urgency ordinance imposes greater limitations on uses and activities allowed in the City, and will thereby serve to eliminate potential significant adverse environmental impacts. The urgency ordinance will not have an impact on the physical environment as they will not result in any changes to the environment.

Respectfully submitted,



Brian K. Lee, AICP
Director of Community Development



David Povero, Captain
Covina Police Department

ATTACHMENTS:

Attachment A: Ordinance No. 16-2053

ORDINANCE NO. 16- 2053

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA AMENDING CHAPTER 17.04 OF THE COVINA MUNICIPAL CODE TO EXPRESSLY PROHIBIT CULTIVATION OF MEDICAL MARIJUANA, INCLUDING CULTIVATION BY QUALIFIED PATIENTS, PRIMARY CAREGIVERS, AND PERSONS WITH IDENTIFICATION CARDS

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5, and entitled “The Compassionate Use Act of 1996” (“CUA”)).

WHEREAS, in 2004, the Legislature enacted Senate Bill 420 (codified as California Health and Safety Code § 11362.7, *et seq.*, and referred to herein as the “Medical Marijuana Program” or “MMP”) to clarify the scope of Proposition 215 and to provide qualified patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of cities and counties to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances.

WHEREAS, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . .”

WHEREAS, in *Browne v. County of Tehama* (2013) 213 Cal.App.4th 704, the California Court of Appeal found that the CUA does not confer a right to cultivate marijuana and that an ordinance limiting the number of medical marijuana plants that may be grown outside, precluding marijuana cultivation within 1000 feet of schools, parks and churches, and requiring that an opaque fence of at least six feet to be installed around all marijuana grows was not preempted by state law. Further, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Court of Appeal held that the CUA and the MMP do not preempt a city’s police power to completely prohibit the cultivation of all marijuana within that city because “there is no right – and certainly no constitutional right – to cultivate medical marijuana. . .”

WHEREAS, the Federal Controlled Substances Act, 21 U.S.C. § 801, *et seq.*, classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.

WHEREAS, on October 9, 2015, Governor Brown signed the Medical Marijuana Regulation Act (“MMRSA”) into law which is comprised of three related bills: Assembly Bill No. 243, Assembly Bill No. 266, and Senate Bill 643. The MMRSA establishes a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA expressly allows local governments to enact ordinances prohibiting the cultivation of medical marijuana. The MMRSA requires that a City prohibit cultivation uses by March 1, 2016 either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority for the cultivation of medical marijuana.

WHEREAS, Covina Municipal Code Section 17.60.025 currently prohibits medical marijuana dispensaries in all zones of the City. Covina Municipal Code Section 17.04.414.5 defines a medical marijuana dispensary as “any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arrange the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied to one or more of the following: (1) more than a single qualified patient, (2) more than a single person with an identification card, or (3) more than a single primary caregiver.” The City wishes to amend Covina Municipal Code Section 17.04.414.5 to expressly prohibit all cultivation of medical marijuana, including for personal medical use.

WHEREAS, as recognized by the Attorney General’s August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security, increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime. The limited immunity from specified state marijuana laws provided by the CUA, MMP and the MMRSA does not confer a land use right or the right to create or maintain a public nuisance.

WHEREAS, the prohibition on the cultivation of medical marijuana will preserve and protect the public health, safety and welfare. The justification for banning marijuana cultivation pursuant to the City’s police power includes, without limitation: (1) the increased risk to public safety, based on the value of marijuana plants and the accompanying threat of break-ins, robbery and theft, and attendant violence and injury; (2) the strong “skunk like” malodorous fumes emitted from mature plants that can interfere with the use and enjoyment of neighboring properties by their occupants; and (3) the risk of electrical fire hazards caused by medical marijuana cultivation.

WHEREAS, criminal activity is often associated with medical marijuana cultivation. As marijuana plants begin to flower, and for a period of two months or more, the plants produce a strong, unique odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors. Aside from being offensive, this odor can have the effect of encouraging theft by alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery

Ordinance 16-2053 Page 2 of 6

or armed robbery of the plants and creating the potential for violent acts related to such criminal activity.

WHEREAS, indoor cultivation of marijuana, often unattended, has potential to cause harm to persons and property in that the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a distinct risk of harm to the building and its occupants. Buildings where marijuana is cultivated are often illegally wired and have overloaded electrical systems that result in fires. In 2015 alone, there were a number of reported incidents of indoor marijuana cultivation sites causing fires. On February 9, 2015, there was a fire in a residence in Sacramento that was caused by the indoor cultivation of marijuana. On February 19, 2015, there was an electrical fire in Arcadia caused by an indoor marijuana cultivation operation. On April 24, 2015, there was an explosion in a Silver Lake home that leveled the house and destroyed several cars that was caused by an indoor marijuana cultivation operation. In May 2015, a fire erupted in a commercial building in Sun Valley that was caused by indoor marijuana grow house. In that same month, there was a fire in an Elk Grove home caused by an overheated, illegal electrical power connection used to power an indoor marijuana grow house. In June 2015, there was a fire in a Sacramento residence caused by an indoor marijuana grow house. In July 2015, there was a fire in a Baldwin Park home caused by grow house. In September 2015, there was a fire in the garage of a Sun Valley residences that was caused by an indoor marijuana grow house. On October 23, 2015, there was a fire in a Rialto home that was caused by an indoor marijuana grow, started by an electrical panel that burst. Finally, in October 24, 2015 in Covina, a light industrial property was consumed by fire caused by the illegal electrical hook up of an indoor marijuana facility.

WHEREAS, based on the foregoing, the City Council finds that in order to more fully protect the public health, safety and welfare, prohibiting all cultivation of medical marijuana is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, noxious smells and indoor electrical fire hazards that may result from such activities.

WHEREAS the City is committed to the efficient and effective use of limited regulatory, investigatory, and prosecutorial resources, and the cultivation of medical marijuana in the City would require the City to use its limited resources to regulate and prevent potentially negative outcomes of cultivation and commercial medical marijuana activity.

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

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

SECTION 1. The City has initiated an amendment to the Covina Municipal Code to remove the exemptions for individual users who cultivate marijuana for personal use in all zones in the City (“Code Amendment”). Since 2008, the City has prohibited medical marijuana dispensaries from operating in the City. The City’s municipal code currently prohibits medical marijuana cultivation, but exempts individual users who cultivate for personal use. The City now wishes to remove these exemptions and expressly prohibit medical marijuana cultivation anywhere in the City.

SECTION 2. Urgency Declaration. Based upon the findings above, the City Council finds that this urgency ordinance is necessary for the immediate preservation of the public health, safety and welfare. The City Council finds and determines that the immediate preservation of the public health, safety and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36937(b) and take effect immediately upon adoption. Pursuant to state law, the City must adopt a land use regulation expressly prohibiting the cultivation of medical marijuana that is in effect by March 1, 2016, or the State will become the sole licensing authority for the cultivation of medical marijuana. Further, the urgency ordinance must be adopted and must become effective immediately in order to protect City residents from imminent harm due to the risk of fires associated with the cultivation of medical marijuana. Therefore, this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare and its urgency is hereby declared.

SECTION 3. CEQA. Pursuant to the California Environmental Quality Act (“CEQA”), and the City’s local CEQA Guidelines, staff has determined that the proposed Code Amendment is exempt from the requirements of CEQA. It can be seen with certainty that there is no possibility that the adoption of the Code Amendment, and the zoning provisions established hereby, may have a significant effect on the environment, because the Code Amendment will only impose greater limitations on uses allowed in the City, and will thereby serve to eliminate potentially significant adverse environmental impacts. The City Council has reviewed the staff’s determination of exemption and based on its own independent judgment, concurs in staff’s determination that the proposed Code Amendment is exempt from CEQA. The adoption of the Code Amendment is therefore not subject to CEQA review pursuant to Title 14, Chapter 3, Section 15061(b)(3) of the California Code of Regulations. A Notice of Exemption will be prepared.

SECTION 4. Section 17.04.414.5 of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. A “medical marijuana dispensary” means any means any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arrange the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied.

B. All terms used in this definition of medical marijuana dispensary, including but not limited to “medical marijuana” shall be as defined in California Health and Safety Code Section 11362.5 *et seq.* and Business and Professions Code Section 19300.5.”

SECTION 5. Severability. If any sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase

thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION 6. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

SECTION 7. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption by a minimum 4/5 vote of the City Council.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Covina hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 9. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED and ADOPTED this 19th day of January 2016.

City Council of Covina, California

BY: _____
JOHN C. KING
Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, California, DO HEREBY CERTIFY that Urgency Ordinance No. 16-2053 was duly approved and adopted at a regular meeting of the City Council on the 19th day of January 2016, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 4

MEETING DATE: January 19, 2016

TITLE: Gun Violence and Active Shooter Report

PRESENTED BY: Kim J. Raney, Chief of Police

RECOMMENDATION: Receive and File Report.

BACKGROUND:

Gun violence in the United States continued to draw enormous attention in 2015. In 2014, there were over 52,000 incidents of gun violence in the United States, resulting in 13,350 deaths and 26,940 injuries. There were over 33,000 gun deaths in the United States in 2015, and over 84,000 people wounded or injured. Gun deaths now kill more young Americans than automobile accidents.

Mass shootings, defined as four or more people shot in a single event, continue to rise. In 2015, there were 372 mass shootings in the United States, killing 475 people and wounding 1,870. Research by the United Nations Office on Drugs and Crime, measuring gun deaths per 100,000 people worldwide, revealed the following statistics:

- United States 29.7
- Canada 5.1
- Germany 1.7
- England/Wales 0.7

Legislation at the federal, state, and local levels has attempted to address gun violence through a variety of methods, including restricting firearms purchases by youths and other "at-risk" populations, setting waiting periods for firearm purchases, establishing gun buyback programs, law enforcement and policing strategies, stiff sentencing of gun law violators, education programs for parents and children, and community-outreach programs. Despite widespread concern about the impacts of gun violence on public health, Congress has banned the Centers for Disease Control (CDC) from conducting research on gun violence.

On January 6, 2016, President Obama signed 23 Executive Orders in an attempt to address gun violence. Those orders are:

1. Issue a Presidential Memorandum to require federal agencies to make relevant data available to the federal background check system

2. Address unnecessary legal barriers, particularly relating to the Health Insurance Portability and Accountability Act, that may prevent states from making information available to the background check system.
3. Improve incentives for states to share information with the background check system.
4. Direct the Attorney General to review categories of individuals prohibited from having a gun to make sure dangerous people are not slipping through the cracks.
5. Propose rulemaking to give law enforcement the ability to run a full background check on an individual before returning a seized gun.
6. Publish a letter from ATF to federally licensed gun dealers providing guidance on how to run background check for private sellers.
7. Launch a national safe and responsible gun ownership campaign.
8. Review safety standards for gun locks and guns safes.
9. Issue a Presidential Memorandum to require federal law enforcement to trace guns recovered in criminal investigations.
10. Release a DOJ report analyzing information on lost and stolen guns and make it available to law enforcement.
11. Nominate an ATF Director.
12. Provide law enforcement, first responders, and school officials with proper training for active shooter situations.
13. Maximize enforcement efforts to prevent gun violence and prosecute gun crime.
14. Issue a Presidential Memorandum directing the Centers for Disease Control to research the causes and prevention of gun violence.
15. Direct the Attorney General to issue a report on the availability and most effective use of new gun safety technologies and challenge the private sector to develop innovative technologies.
16. Clarify that the Affordable Care Act does not prohibit doctors from asking patients about guns in their homes.
17. Release a letter to health care providers clarifying that federal law prohibits them from reporting threats of violence to law enforcement authorities.

18. Provide incentives for schools to hire school resource officers.
19. Develop model emergency response plans for schools, houses of worship and institutions of higher education.
20. Release a letter to state health officials clarifying the scope of mental health services the Medicaid plans must cover.
21. Finalize regulations clarifying essential health benefits and parity requirements with the ACA exchanges.
22. Commit to finalizing mental health parity regulations.
23. Launch a national dialogue led by Secretaries Sebelius and Duncan on mental health.

DISCUSSION:

The gun laws of California are some of the most restrictive in the United States. A Firearm Safety Certificate, obtained by passing a written test, is required for gun purchases. Handguns sold by dealers must be "California legal" by being listed on the state's Roster of Handguns Certified for Sale. This roster, which requires handgun manufacturers to pay a fee and submit specific models for safety testing, has become progressively more stringent over time and is currently the subject of a federal civil rights lawsuit on the basis that it is a de facto ban on new handgun models. Private sales of firearms must be done through a licensed dealer. All firearm sales are recorded by the state, and have a ten-day waiting period. Unlike most other states, California has no provision in its state constitution that explicitly guarantees an individual right to keep and bear arms. The California Supreme Court has maintained that most of California's restrictive gun laws are constitutional, based on the fact that the state's constitution does not explicitly guarantee private citizens the right to purchase, possess, or carry firearms.

California law (53071 Government Code) restricts county and city authorities from enacting firearm regulations. This provides for uniform firearm laws and prevents situations found in other states (such as New York) where traveling with an otherwise legal firearm could put a citizen at risk of violating local city ordinances. Because of their inability to regulate firearms directly, some cities, such as Los Angeles, have enacted ammunition regulations.

Local Response/Resources

In 1997, after the North Hollywood shootout involving LAPD, Covina PD installed patrol rifles in all patrol cars as a response to the potential of contact with heavily armed suspects. After the Columbine High School shooting in 1999, the Covina Police Department actively trained in responding to active shooting scenarios, and continues to do so. The Police Department assigns and staffs School Resource Officers to the Covina Valley, Charter Oak, and Azusa Unified School District schools in Covina. A school site safety assessment has been completed on every public school in the City, and the Police Department has constant dialogue with our education partners regarding school safety. The City recently installed a camera system in select City facilities as well as Downtown Covina, and is currently conducting site visits with our local school districts to expand the system to school campuses.

In 2001, the Police Department formed a 15 member Special Response Team that is a fully equipped tactical team. This team, consisting of officers in all divisions of the Police Department, trains 16 hours every month on a variety of scenarios, and also trains with our regional partners from municipal and county tactical teams.

The Police Department has also been very engaged in the Federal 1033 Program. The program, created by the National Defense Authorization Act of Fiscal Year 1997 as part of the U.S. Government's Defense Logistics Agency Disposition Services (DLA), transfers excess military equipment to civilian law enforcement agencies. Resources currently available to the Police Department include the following:

Vehicles

- Navistar MRAP 4X4 equipped with color / thermal camera
- Mamba armored vehicle equipped with color / thermal camera
- Two Drash Trailers (Generator / Environmental Control Unit) with tents (various sizes) / lighting
- Two light tower trailers

Personnel

- Fifteen (15) person SWAT team equipped with rifle plates / night vision
- Six (6) person Area D Mutual Aid Team
- Long rifle element with night vision / thermal capability
- One (1) K9 unit

Equipment

- Five (5) handheld metal detectors
- Five (5) handheld thermal optics *
- Avatar Robot*
- Marcbot Robot*
- Three (3) Pelican portable LED lights
- Patrol Rifles
- CS gas (37 MM launchers, Gas Ax, Gas Safe)
- 40 mm less lethal launchers with EO Tech sights
- Portable, electric "jaws of life" tool

Local Event

On December 24, 2008, a mass shooting occurred in Covina during a holiday celebration at a single family residence with 25 guests. Nine family members were shot and killed, one wounded, and one person was injured escaping the residence. The suspect fled the location, but subsequently committed suicide the next day. The Covina Police Department was the lead investigative agency, with assistance from the Los Angeles County Sheriff's Department, Los Angeles Police Department, Los Angeles Coroner's Office, Los Angeles District Attorney's Office, and the Federal Bureau of Investigation. The Police Department worked tirelessly on the investigation, as well as with the community to begin the healing process. In 2009, the Covina Police Department was the recipient of the Robert Presley Institute of Criminal Investigation Award for Investigative Excellence presented by POST for their work on this homicide investigation. For the next two years, Chief Kim Raney and Lieutenant Tim Doonan spoke to

law enforcement personnel and elected officials throughout California and the Western United States on responding to a mass shooting, the community impacts of these events, and lessons learned.

As gun violence and mass shootings unfortunately become more commonplace, tactics continue to evolve for both first responders as well as community members. Active shooter training for office workers used to be hiding or sheltering in place until law enforcement could arrive and resolve the incident. A paradigm shift in response to active shooters is now occurring, from passive to active. The Police Department is currently reviewing best practices in this philosophical shift, and will be offering active shooter training to the community by mid-2016.

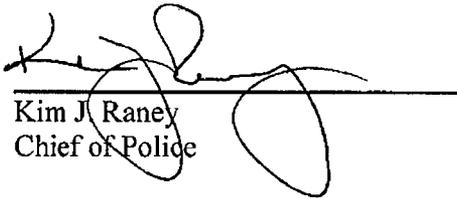
FISCAL IMPACT:

None.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Kim J. Raney
Chief of Police

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CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 5

MEETING DATE: January 19, 2016

TITLE: 2016 Legislative Platform

PRESENTED BY: Angel Carrillo, Assistant to the City Manager

RECOMMENDATION: Review, Discuss, and Adopt the 2016 Legislative Platform.

BACKGROUND:

A Legislative Platform is a tool that allows cities to advocate for their interests with respect to proposed legislation at both the state and federal levels of government. Cities often adopt a Legislative Platform at the beginning of a legislative session in order to allow for a quick response on proposed legislation. There are several organizations including the League of California Cities, Independent Cities Association and California Contract Cities Association that generally take a lead position in reviewing legislation that impacts local government and making recommendations to cities to either support or oppose. The legislative process is very dynamic and often requires a quick response from cities in order to be on record advocating their position. Having an adopted Legislative Platform allows the City to respond quickly to legislation of interest and proposed changes without having to delay a response until after a City Council meeting. The current State legislative session runs from January 4, 2016, through August 31, 2016 for the legislature and the Governor will have until September 30, 2016, to sign or veto any bills passed by the legislature prior to August 31, 2016.

DISCUSSION:

For the past several years, the City actively monitored legislation and advocated the City's position through letters, phone calls and meetings with legislators. In addition, the City has contracted with a firm in Sacramento to serve as an advocate for the City at the State Capitol. In preparation for the current legislative session, staff has prepared a 2016 Legislative Platform, which will allow staff and the City's lobbyist to respond to proposed legislation that impacts the City. The proposed 2016 Legislative Platform builds upon the principles and six Core Strategies, adopted by the City Council at the recent Strategic Planning meetings.

Should the Council adopt the proposed 2016 Legislative Platform, staff would continue to monitor all pertinent legislative proposals and respond with letters of support or opposition to those legislative proposals. Staff will report to the Council following the issuance of any letters stating the City's position. Additionally, any items of importance that are not clearly specified in the adopted Legislative Platform would be presented to the Council for direction.

Staff recommends adopting the 2016 Legislative Platform as presented. Alternatively, the Council may amend the proposed Legislative Platform, or choose not to adopt a Legislative Platform for 2016.

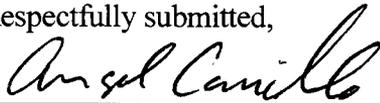
FISCAL IMPACT:

Adopting a Legislative Platform does not in itself produce a fiscal impact, however, proposed legislation could impact the City financially either positively or negatively.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,



Angel Carrillo

Assistant to the City Manager

ATTACHMENTS:

Attachment A: City of Covina 2016 Legislative Platform

CITY OF COVINA 2016 LEGISLATIVE PLATFORM

1. Public Safety

The City is committed to providing a safe and secure community for all. The City will support federal and state legislation that enhances local assistance to police and fire and any measures that will help contribute to local public safety, emergency response and emergency preparedness. The City will support legislation that strengthens law enforcements efforts to prevent crime and prosecute those committing a crime. The City will oppose legislation that will negatively impact our ability to carry out our commitment to this adopted core strategy.

2. Quality of Life

Creating and maintaining a high of quality of life for Covina residents is a top priority. In these efforts, the City will support legislation that creates additional funding opportunities for parks and recreation programming, library and literacy services, senior services, and human and social services programming. Additionally, the City will support legislation that increases funding for capitol projects related to parks, library and senior services. Furthermore, the City will support legislation that helps our community partners in funding for arts and culture including supporting community theatre activities. The City will oppose legislation that removes or reduces existing funding opportunities for the above services as well as oppose legislation that creates new mandates for services without providing full funding.

3. Economy

The City is committed to providing a strong, diverse local economy. The City will support federal and state legislation that provides cities additional tools for business development, business retention, workforce development, and job creation. The City will support legislative actions that create new tools to encourage redevelopment and fill the void left with the dissolution of Redevelopment Agencies. The City will oppose any measures viewed as restricting the City's ability to fulfill our goal of economic development.

4. Participatory and Transparent City Government

Public participation and government transparency are key principles for an effective government. The City practices and encourages these ideals and in these efforts will support legislation that recognizes the importance and intent of the Brown Act to conduct the public's business in public and will support legislation that requires all elected and appointed officials to be subject to the same disclosure and transparency laws that they require of local municipalities. In addition, the City will support legislation that strengthens Home Rule and local control. The City will oppose legislation that seeks to preempt local authority. Additionally, the City will oppose legislation that requires the City to change election dates and legislation that requires the City to change to districted elections.

5. Finance

Developing a sound and sustainable financial strategy is paramount for the future of the City. In these efforts, the City will support legislation that secures local government funding sources such as property taxes, sales tax, transient occupancy taxes and Community Development Block Grants. Additionally, the City will support legislation that produces new funding for cities to use for infrastructure projects, parks, and delivery of core services. The City will oppose legislation that impacts our ability to continue to collect on our current funding sources, legislation that creates unfunded mandates and legislation that attempts to eliminate or divert local revenues for state and or federal purposes or to another entity.

6. Infrastructure

Infrastructure impacts both businesses and residents and reflects on the community's desirability. Improving Covina's infrastructure has many benefits including the growth of the economy and improving quality of life. The City will support legislation that increases funding opportunities for new local infrastructure projects including roads, highways, bridges and public transportation as well as maintenance of existing infrastructure. Also, the City will support legislation that provides additional funding for water delivery, water storage, and water quality projects. Additionally, the City will support legislation that incentivizes transit oriented development and affordable housing. The City will oppose legislation that seeks to remove or reduce any current source of funding that would impact infrastructure projects or public transportation. Also, the City will oppose anything that preempts local zoning control or requires development of a particular type. Additionally, the City will oppose any legislation that creates new mandates without complete funding.