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REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, November 17, 2015

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

CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Walter Allen III, Peggy A. Delach, 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. §54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 800 North Banna (APN: 842-7003-901)
Agency negotiator: Andrea Miller, City Manager
Negotiating parties: Charter Oak Unified School District representative
Under negotiation: Negotiations to include both price and terms of payment
- B. G.C. §54956.8 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 1162 N. Citrus Avenue
Property Negotiator: Charles McKeag, MLC Holdings, Inc.
Agency Negotiator: Andrea Miller, City Manager
Under negotiation: Negotiations to include both price and terms of payment

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 Council Member Allen

INVOCATION

Given by Police Chaplain Dave Truax

PRESENTATIONS

Presentation by Pueri Cantores San Gabriel Valley – Sacred Heart Covina

PUBLIC COMMENTS

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

COUNCIL/AGENCY/AUTHORITY COMMENTS

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

CITY MANAGER COMMENTS

CONSENT CALENDAR

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

CC 1. Minutes of the October 6, 2015, and November 3, 2015, Regular meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Agency/Housing Authority.

Report: [Minutes](#)

CC 2. Payment of City demands in the amount of \$1,374,651.47.

Report: [Payment of City Demands](#)

CC 3. Payment of Agency demands in the amount of \$60,411.70.

Report: [Payment of Agency demands.](#)

CC 4. Adopt Resolution No. 15-7415 amending the FY 2015-2016 Adopted Budget to reflect an appropriation from the Asset Forfeiture Fund for the repair of the Police Department's Armored Rescue Vehicle.

Report: [Resolution No. 15-7415](#)

CC 5. Adopt Resolution No. 15-7416 amending the Fiscal Year 2015-16 Adopted Budget to reflect an appropriation from the Central Replacement Fund to purchase five (5) Police Department vehicles and six (6) aftermarket police package retrofits.

Report: [Resolution No. 15-7416](#)

CC 6. Adopt Resolution No. 15-7417 confirming continued existence of an emergency condition at Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

Report: [Resolution No. 15-7417](#)

CC 7. Authorize the City Manager to execute First Amendment to Letter Agreement with Kimley-Horn and Associates, Inc. for Traffic Engineering Design Services for Intersection of Workman Avenue and Hollenbeck Avenue, Project No. T-1407 increasing the cost by \$3,300 from \$38,500 to \$41,800.

Report: [First Amendment](#)

CC 8. Quarterly Report of the Treasurer to the City Council and the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended September 30, 2015.

Report: [Treasurer's Report](#)

CC 9. Proposed Agreement between the Cities of La Verne and Covina for the Transfer of a Portion of Covina’s Rule 20A Allocation to the City of La Verne and Written Notice to Southern California Edison Making a Formal Request to Transfer and Assign a Portion of Rule 20A Funds Contained in the Covina Allocation to City of La Verne.

Report: [Rule 20A Allocation Agreement](#)

CC 10. Professional Services Agreement with Avery & Associates to conduct an executive search recruitment for the position of Finance Director

Report: [Avery & Associates Agreement](#)

CC 11. Professional Services Agreement with Rice, Englander and Associates for Legislative Advocacy.

Report: [Rice, Englander and Associates Agreement](#)

PUBLIC HEARING

PH 1. Proposed Ordinance Repealing Chapter 5.12 (“Billiard Parlors, Billiard And Pool Tables”) and Modifying Regulations Relating To Dancing And Entertainment By Repealing Chapter 5.28 (“Dance And Dance Halls”) And Adopting A New Chapter 5.28 (“Entertainment”) In Title 5 (“Business Licenses And Regulations”) of the Covina Municipal Code.

Report: [Ordinance No. 15-2046](#)

Staff Recommendation:

1. Conduct a public hearing considering Ordinance No. 15-2046; close the public hearing; introduce and waive further reading of Ordinance No. 15-2046; and direct staff to agendize the Ordinance for second reading and adoption.
2. Direct staff to analyze costs related to various permits established pursuant to the proposed ordinance and prepare a resolution establishing the fees for City Council consideration; and
3. Direct staff to create a “one-time CUP Modification” program related to entertainment-related conditions of approval and present the proposed program to the City Council for further consideration at a future meeting.

PH 2. Appeal of the Planning Commission’s denial of Variance No. 15-001, a variance request for a proposed freestanding sign located at 545-547 North Citrus Avenue to exceed the maximum sign height (20 ft.) and face (75 sq. ft.) limits for property in the Town Center Commercial (TC-C) Zone.

Report: [Resolution No. 15-7420](#)

Staff Recommendation:

Adopt Resolution No. 15-7420 sustaining the Planning Commission’s Denial of Variance No. 15-001 because the findings cannot be made for approval of Variance No. 15-001 as required by Government Code Section 65906 and the Covina Municipal Code.

CONTINUED BUSINESS – NONE.

NEW BUSINESS

NB 1. Request to Amend the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules to add the classification of Public Works Manager.

Report: [Resolution No. 15-7420](#)

Staff Recommendation:

That the City Council adopt Resolution No. 15-7420, amending the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules (2013 version) and establish a new classification for Public Works Manager.

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, December 1, 2015, 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, November 17, 2015 meeting was posted on November 12, 2015, 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 OCTOBER 6, 2015

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. All City Council Members were present. There was no closed session.

ROLL CALL

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

Council Members Absent: None.

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

Staff Members Present: City Manager Andrea M. Miller, City Attorney Candice K. Lee, Police Chief Kim Raney, Acting Assistant Fire Chief Jim Enriquez, Human Resource Director Danielle Tellez, Community Development Director Brian Lee, Police Captain Derek Webster, Police Lieutenant John Curly, GIS Technician James Knox, and Chief Deputy City Clerk Sharon F. Clark.

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority agenda for the October 6, 2015 meeting was posted on October 1, 2015 near the front entrance of City Hall, 125 East College Street, Covina, near the front entrance of the Covina Public Library, 234 N. Second Avenue, Covina, by the front entrance lobby of the Joslyn Center, 815 N. Barranca Avenue, Covina, and on the City's website in accordance with §54954.2(a) of the California Government Code.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Stapleton led the Pledge of Allegiance.

INVOCATION

Covina Police Chaplain Dave Truax gave the invocation.

PRESENTATIONS

Legislative Session Update by Tony Rice of Rice, Englander and Associates

Tony Rice presented a legislative session update.

Community Service Day Recognition

Mayor King presented certificates of recognition to the following businesses for their contribution to Community Service Day: Covina Wellness Center, Covina United Methodist Church, First Presbyterian Church, Covina Assembly of God Church, Christ First Baptist Church, Citrus Valley Florist, Santa Maria Group, Inc., M Advisors, Munchkin Donuts of Covina, Dr. Eddie Kalp, CK Angels Mercedes, JR Perryman, Covina Center for the Performing Arts, Solo Motor Sports, Albertsons West Covina, Chick Fil A, and Sherwin William Frazee Paint.

Mayor King recognized the following volunteers for their participation in Community Service Day: Christ First Baptist Church: Pastor James Laing and Team Lead Brian Scrivens; Assembly of God: Pastor Lee McFarland and Team Lead Chris Loong; First Presbyterian Church: Pastor Andrea Messinger and Team Lead Jan Chamberlain; Covina United Methodist Church: Pastor Floyd McKeithen and Team Lead Debbie Quon; River Community Covina/ Wellness Center: Program Director Christopher Abernathy.

-No Recess-

PUBLIC COMMENTS – None.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Mayor King commented on the success of the following events: Third Annual First Responders Ceremony, hosted by Holy Trinity Episcopal Church; Grand Opening of Cougar Park; Grand Opening of IP Premier Insurance; Grand Opening of City Grill; and Covina Day at the Los Angeles County Fair.

Council Member Allen reported on his attendance at the League of California Cities Conference.

Mayor Pro Stapleton reported on his attendance at meetings of the Council of Governments (COG), the Sanitation District, and the Independent Cities Association (ICA); commented that he had been unable to attend the ICA meeting due to scheduling conflicts; and announced that he had resigned his position as ICA legislative chair due to the time constraints of his schedule.

Council Member Allen reported on his attendance at Gatsby 38 for two training sessions on the Public Employees Retirement System (PERS), and on surveying the community and virtual town hall meetings via social media; and commented on his last day of serving as Chair on the League's Public Safety committee.

Council Member Marquez reported on his attendance at the Gold Line station dedication; on Citrus Valley Health Partners' revealing of a new hybrid machine that is able to look inside the body while also streaming online to be viewed; and on the opening of the splash pad at Cougar Park. He requested that Council look into the issue of check-to-cash businesses for future consideration, and requested that the meeting be adjourned in memory of Rudy Fonseca, 2013 Volunteer of the Year for the Covina Police Department.

Council Member Delach gave a status report on the Gold Line: Metro has now taken over and performs all safety testing of tracks and cars; the Gold Line will open around January 2016; and

routes travel from Azusa Pacific University (APU) towards Pasadena, and eventually to Ontario Airport.

Mayor King announced the following events: 1) Thunderfest on Saturday, October 10, 2015 from 1:00 p.m. to 8:00 p.m.; 2) Household Hazardous Waste Event, Saturday, October 24, 2015; and 3) Smart Gardening Beginning Workshop on Saturday, October 17, 2015 from 9:30 a.m. to 11:00 a.m. at Charter Oak Park.

CITY MANAGER COMMENTS

City Manager Miller reported that the City is currently evaluating zoning restrictions including check-to-cash businesses, and that information will be provided in the future. She announced that Consent Calendar item CC 8 would be removed and rescheduled for approval at the next meeting of October 20, 2015, pending the receipt of additional backup documentation, and requested that Consent Calendar items CC 2 and CC 4 be approved with the exception of two checks to Kelly Management Group, one from each item, each in the amount of \$5992.50, which were being removed for further review.

CONSENT CALENDAR

Mayor Pro Tem/Vice-Chair Stapleton announced he would abstain from voting on Consent Calendar item CC 1, as he was not present at the meeting.

A motion was made by Mayor Pro Tem/Vice-Chair Stapleton, seconded by Council Member Allen to approve Consent Calendar items CC 1; CC3; CC5 through CC7; and CC9 through CC 11 as presented; and Consent Calendar items CC 2 and CC 4 as amended to remove the Kelly Management Group checks. Consent Calendar item CC 8 was removed and is to be rescheduled.

Motion approved the Consent Calendar item CC 1 as follows:

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

CC 1. City Council approved minutes from the September 1, 2015 Regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.

Motion approved the Consent Calendar items CC 3; CC 5 through CC 7; and CC9 through CC 11 as follows:

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

CC 3. Successor Agency to the Redevelopment Agency approved payment of demands in the amount of \$59,971.63.

- CC 5. City Council adopted **Resolution No. 15-7395** accepting grant funding from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2015; adopted **Resolution No. 15-7396** authorizing an increase to the Police Department 2015-2016 budget in the amount of \$10,619; and authorized the Chief of Police to execute the grant document on behalf of the City of Covina.
- CC 6. City Council and Housing Authority received and filed Covina Housing Authority Annual Report FY 2014-2015.
- CC 7. City Council approved the Professional Services Agreement with Broadspec, Inc. and authorized the City Manager to execute the Agreement on behalf of the City.
- CC 9. City Council adopted **Ordinance No. 15-2041** adding section 14.04.210 to Chapter 14.04 (Building Code) of the City of Covina Municipal Code to provide an expedited, streamlined permitting process for small residential rooftop solar energy systems.
- CC 10. City Council adopted **Ordinance No. 15-2043** to Amend Title 2 (Administration and Personnel) of Covina Municipal Code by Adding Chapter 2.54 (Public Projects) to Provide Bidding Procedures for Public Projects Under the Uniform Public Construction Cost Accounting Act.
- CC 11. City Council adopted **Resolution No. 15-7400** Declaring That the Public Interest and Necessity Demand the Immediate Expenditure of Public Money to Safeguard Life, Health or Property In Accordance with Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code. (Roycove Reservoir and Pump Station Emergency Repair Project)

Motion approved as amended for Consent Calendar items CC 2 and CC 4 as follows:

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

- CC 2. City Council approved the payment of demands in the amount of \$2,866,737.45.
- CC 4. City Council approved the payment of demands in the amount of \$3,054,263.66. (Carried over from City Council meeting of September 15, 2015.)

NEW BUSINESS

- NB 1. Urgency Ordinance No. 15-2044 extending the moratorium on issuing any new dance and entertainment permits.**

The staff report was presented by City Manager Miller. In response to inquiries from the Council, Community Development Director Lee and Police Chief Raney clarified that the urgency ordinance will not impact current, valid permits; but is only a moratorium on new permits; and commented on the anticipated timeline to update the Municipal Code.

Mayor King opened the Public Comment period.

Mercy Moreno, Owner of City Grill, spoke in opposition to Urgency Ordinance No. 15-2044 if it impacted her ability to provide entertainment.

There was no one else wishing to speak; therefore, Mayor King closed the Public Comment period.

On a motion made by Council Member Marquez, seconded by Mayor Pro Tem Stapleton, the City Council approved **Urgency Ordinance No. 15-2044** extending the moratorium on issuing any new dance and entertainment permits.

Motion carried for New Business item NB1 as follows:

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

NB 2. Amending the Classification Plan to Adjust the Salary Range for Finance Director

The staff report was presented by City Manager Miller and Human Resources Director Tellez.

Council discussion included the process used to gather salary-range data, concern about the City's ability to pay, the need for qualified staff, comparisons to surrounding cities, and reasons for the salary range chosen.

There was no public comment.

On a motion made by Council Member Marquez, seconded by Council Member Allen, the City Council approved **Resolution No. 15-7399**, amending the Executive Compensation Rules (2013 version) to establish a new monthly salary range for the Finance Director Classification at Range 8063 (\$11,033.63-\$15,000.00).

Motion carried for New Business item NB2 as follows:

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

PUBLIC HEARING

PH 1. A public hearing to consider voiding Conditional Use Permit No. 11-006 (authorizing a restaurant with outside sidewalk dining with alcohol and entertainment located upon real property at 211 North Citrus Avenue, Covina) for

non-compliance with the conditions of approval; violations of the Covina Municipal Code; numerous calls for service from the Covina Police Department between October 2013 and April 2015; sales of a controlled substance; and non-compliance with the corresponding Dance and Entertainment Permit and other applicable laws and regulations.

Mayor King opened the public hearing.

Attorneys stated their names for the record; James Eckert representing staff, and Candice K. Lee representing City Council. It was noted that the permittee had no attorney present. City Attorney Lee stated for the record that she did not advise staff on any component of the revocation to ensure due process on behalf of the permittee.

Mayor King requested that the permittee and staff advise the Council if they have reached any stipulations as to facts and/or evidence, asked that any stipulations be made part of the record, and that copies of any stipulated exhibits be provided to the Council and to the City Attorney.

Attorney Eckert responded that there were no stipulations between staff and the permittee.

City Attorney Lee gave instructions for identification of exhibits and recommended that Council ask any questions prior to the end of the public hearing.

The staff report was presented by Community Development Director Lee, who identified the staff report as Exhibit 1, and the attachments to the staff report as Exhibits 2-9, for the record.

Mayor King recessed the meeting at 8:53 p.m., and reconvened the meeting into open session with all council members present at 9:07 p.m.

City Manager Miller distributed a packet received from the permittee to Council and made it available to the public.

Community Development Director Lee resumed the staff report, presented staff's recommendation that the conditional-use permit be revoked, and presented several alternative actions for Council's consideration.

Attorney Eckert advised that no witnesses would be called, provided background information on the matter, and presented staff's case recommending revocation of the conditional-use permit.

Attorney Eckert, Community Development Director Lee, and Police Chief Raney responded to questions from Council regarding the process of suspension of the Alcoholic Beverage Control (ABC) license and the current status of the permittee's license; interior alterations which had been made to the property; illegal uses of interior space; the quantity and severity of calls to Police Department; the amount of police staff time required to deal with service calls to the business; automatic revocation of the conditional-use permit by not operating for 180 days; failure of the permittee to preserve or provide records of sales of food and alcohol; and regarding compliance with the conditional-use permit requirements.

Attorney Eckert reiterated that staff's staff report and attachments would be identified as Exhibits 1-9.

Luis Niebla representing Citrus International and Owner Vivian Xie (Permittee) spoke in opposition to the voiding of Conditional-Use Permit No. 11-006. Mr. Niebla expressed his interest in leasing out the venue/restaurant to another lessee. Owner Xie rebutted statements by James Eckert, presented her viewpoint on the events relating to the violations of the conditional-use permit, and answered questions from Council regarding her knowledge of what was happening at the business and what solutions she would propose going forward.

The Permittee requested that the letter requesting the stay dated September 29, 2015, and date-stamped by the Planning Department on September 30, 2015, be included as part of the record. City Attorney Lee responded that said document would be designated as Exhibit A.

Mayor King opened public testimony. There were no public comments.

In response to additional questions from Council, Attorney Eckert gave details on how the Permittee had received notice from the City.

Attorney Eckert summarized that the sincerity of the Permittee going forward is not in question, but willingness to comply is, as the Permittee has admitted knowledge of violations and did not resolve them.

In response to questions from Council, Mr. Niebla and Owner Xie stated that they are willing to comply with the existing conditional-use permit or a modified conditional-use permit.

Staff responded to questions from Council regarding the timeframe for a new conditional-use permit.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Delach, Mayor King closed the public hearing.

Motion carried to close the Public Hearing as follows:

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

Mayor King announced that Council was now in the deliberation phase of the proceedings.

A motion was made by Mayor Pro Tem Stapleton to direct staff to work with the applicant to modify the conditional-use permit to address the specific issues that have been wrestled with and allow for tighter control and ensure compliance.

Following discussion, Mayor Pro Tem Stapleton modified his motion and moved to direct the City Attorney to prepare a revised resolution revoking Conditional Use Permit No. 11-006 and temporarily staying the revocation to provide the opportunity to negotiate modifications to the conditional use permit that are acceptable to staff and the Council, and for staff to report back at

the October 20, 2015 Council meeting as to the timeframe needed to process a conditional use permit modification. Council Member Allen seconded the motion.

City Attorney Lee asked for and received clarification that a resolution was not being adopted at this time, but that a resolution would be prepared for presentation to the Council at a November 2015 Council meeting.

Motion carried as follows:

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

ADJOURNMENT

At 11:17 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned in memory of Rudy Fonseca to its next regular meeting of the Council/Agency/Authority on Tuesday, October 20, 2015 at 6:30 p.m. for closed session, and 7:30 p.m. for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, Chief Deputy City Clerk

Approved this 17th day of November 2015:

John C. King, Mayor/Chair



MINUTES OF NOVEMBER 3, 2015

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. All City Council Members were present. There was no closed session.

ROLL CALL

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

Council Members Absent: None.

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

Staff Members Present: City Manager Andrea M. Miller, City Attorney Candice K. Lee, Police Chief Kim Raney, Public Works Director Siobhan Foster, Community Development Director Brian Lee, Human Resources Director Danielle Tellez, Parks and Recreation/Library Director Amy Hall-McGrade, Acting Assistant Fire Chief Jim Enriquez, Assistant to the City Manager Angel Carrillo, GIS Technician James Knox, and Chief Deputy City Clerk Sharon F. Clark.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Stapleton led the Pledge of Allegiance.

INVOCATION

Chaplain Dave Truax gave the invocation.

PRESENTATIONS – None.

PUBLIC COMMENTS

Acting Assistant Fire Chief Enriquez reported on the response to the second-alarm fire which occurred in the City on Saturday, October 24, 2015.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Mayor Pro Tem Stapleton requested that the meeting be adjourned in memory of Ed Seidner; commented that today is Election Day for the school districts; thanked the Covina Chamber of Commerce for the Golf Tournament fundraiser on Monday, November 2, 2015; reported that he would provide the agenda, minutes of the prior meeting, and a status report from the last Sanitation District meeting to the Covina Library for anyone interested; and announced that Jack Fielding, Covina Irrigating Company Board Member on behalf of the City, had retired from the Covina Irrigating Company and thanked him for his years of service. In closing, he explained the Green Light effort to show support for military members by displaying a green light, encouraged the public's participation, and requested that a green light be displayed at City Hall.

Council Member Allen expressed regret that he had been unable to attend the Golf Tournament fundraiser due to work; and commended the Parks and Recreation Department on a job well-done on the Halloween costume contest, and thanked the judges for their participation.

Council Member Delach commented that she had missed the Halloween event due to being out of town, but had enjoyed Council Member Marquez' costume as Elliott from the movie, *E.T.*

Council Member Marquez complimented Parks & Recreation on the Halloween and Dia de los Muertos events.

Mayor King announced that the meeting would be adjourned in memory of Ed Seidner; thanked Los Angeles County Supervisor Michael D. Antonovich for the great dialogue during the City Council Special meeting on October 21, 2015; reported that several Council Members had attended the celebration of Reynolds Buick's 100th Anniversary; thanked Parks and Recreation/Library Director Hall-McGrade and staff for the excellent Halloween Carnival & Day of the Dead events; and reminded Covina water customers of new watering restrictions beginning on November 1, 2015. In closing, he announced that the Covina Rotary Club is partnering with the City to host the annual Field of Valor on November 7-14, 2015, at Sierra Vista Middle School, to be open nightly until 9:00 p.m., with an opening ceremony to be held on Sunday, November 8, 2015, at 10:00 a.m.

Mayor Pro Tem Stapleton announced that the transition overpass from the southbound 605 freeway to the eastbound 10 freeway would be opening this week.

CITY MANAGER COMMENTS

City Manager Miller commented that Consent Calendar item #9 refers to Cienega Avenue as Cienega Street, which will be corrected upon the approval of the final map by Los Angeles County, and that street signs have already been updated.

CONSENT CALENDAR

A motion was made by Mayor Pro Tem Stapleton, seconded by Council Member Marquez, to approve Consent Calendar Items CC 1 – CC 10, except for items CC 6 and CC 8, which were pulled for separate consideration.

Motion approved the Consent Calendar items CC 1 through CC 10; except CC 6 and CC 8 as follows:

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

- CC 1.** City Council approved the minutes of the October 21, 2015 Special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.
- CC 2.** City Council approved the payment of City demands in the amount of \$2,162,012.44.
- CC 3.** Successor Agency to the Redevelopment Agency approved the payment of Agency demands in the amount of \$10,934.21.
- CC 4.** City Council approved Amendment of Fiscal Year 2015-2016 Parks and Recreation Department, Library Services Division Budget by \$10,858 and accepted grant funding.
- CC 5.** City Council approved the Annual Report of the Prospero Park Owners Association Business Area Enhancement District and adopted **Resolution No. 15-7410** declaring its intent to levy an annual assessment for the fiscal year 2015- 2016 in the Prospero Park Area Business Enhancement District, and establish the date, time and place for the public hearing.
- CC 7.** City Council received and filed an informational report on the Five-Year Grid Trimming Schedule for Street and Park Trees.
- CC 9.** City Council accepted the work performed by California Professional Engineering, Inc. for the amount of \$245,508; authorized the City Clerk to file a Notice of Completion for Public Works Project No. T-0733, Glendora Avenue and Cienega Street Traffic Signal Installation; and adopted **Resolution No. 15-7413** appropriating \$12,590 in available Measure R Fund Balance (account no. 2410-0000-33000) and increasing the fiscal year 2015-2016 Capital Projects Fund budget (account no. 4010-2350-55340-T-0733) in the amount of \$12,590.
- CC 10.** City Council approved the Annual Report of the Downtown Covina Business Area Enhancement District (BAED), and adopted **Resolution No. 15-7414**, declaring its intent to levy an annual assessment for the fiscal year 2015-2016 in the Downtown Covina Business Area Enhancement District, and establish the date, time and place for the public hearing.

CONSENT CALENDAR ITEMS PULLED FOR SEPARATE CONSIDERATION

- CC 6. Confirmation of the continued existence of an emergency condition at Roycove Reservoir and Pump Station.**

Mayor Pro Tem Stapleton asked if the emergency project is still on schedule and budget. City Manager Miller responded that it is.

CC 8. Declaration of an emergency condition at Jalapa Lift Station and authorization for the City Manager to execute all related necessary contracts and documents.

Mayor Pro Tem Stapleton asked what the time schedule is for completion of the project. Public Works Director Foster responded that the repairs had been completed ahead of schedule and on budget.

A motion was made by Mayor Pro Tem Stapleton, seconded by Council Member Delach, to approve Consent Calendar items #6 and #8.

Motion approved the Consent Calendar items CC 6 and CC 8 as follows:

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

CC 6. City Council adopted **Resolution No. 15-7411** 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.

CC 8. City Council adopted **Resolution No. 15-7412** 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 authorized the City Manager to execute all necessary contracts and documents with a qualified contractor to respond to the emergency conditions at Jalapa Lift Station.

City Manager Miller commented that the development of a 10-year Capital Projects Improvement Plan was underway which would help to minimize the number of emergency repairs and allow projects to be presented to Council well in advance.

PUBLIC HEARING – None.

CONTINUED BUSINESS – None.

NEW BUSINESS – None.

ADJOURNMENT

At 7:45 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority was adjourned in memory of Ed Seidner to the next regular meeting of the Council/Agency/Authority scheduled for Tuesday, November 17, 2015, at 5:00 p.m. for study session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California 91723; and at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, Chief Deputy City Clerk

Approved this 17th day of November 2015:

John C. King, Mayor/Chair

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CITY OF COVINA
Check Register
OCT. 16 - OCT. 29, 2015

ITEM NO. CC 2

Check #	Check Date	Vendor	Name	Amount
5029	10/14/15	487	CalPERS	\$27,340.00
5030	10/14/15	487	CalPERS	\$27,340.00
5031	10/14/15	487	CalPERS	\$27,340.00
5032	10/14/15	487	CalPERS	\$27,340.00
5033	10/26/15	4160	ICMA	65.00
5034	10/26/15	1405	ICMA RETIREMENT	4,245.87
5035	10/26/15	4003	MidAmerica	2,439.96
5036	10/26/15	2033	NATIONWIDE RETI	6,740.38
5037	10/26/15	4223	ZUMWALT, KRISTI	750.00
			subtotal EFT/wires	\$123,601.21
76951	10/22/15	23	ABORTA BUG INC	65.00
76952	10/22/15	52	ADVANCED GRAPHI	9.50
76953	10/22/15	158	AMERICAN TRAFFI	16,185.00
76954	10/22/15	219	AT&T	726.31
76955	10/22/15	219	AT&T	17.96
76956	10/22/15	219	AT&T	19.73
76957	10/22/15	219	AT&T	2,234.34
76958	10/22/15	219	AT&T	2,367.08
76959	10/22/15	4371	AYRES LAGUNA WO	528.92
76960	10/22/15	341	BEST BEST & KRI	324.47
76961	10/22/15	437	BURRO CANYON EN	120.00
76962	10/22/15	487	CalPERS	725.78
76963	10/22/15	575	CAVENAUGH & ASS	558.00
76964	10/22/15	634	CHEVRON PRODUCT	293.88
76965	10/22/15	649	CINTAS CORP #69	168.29
76966	10/22/15	749	COUNSELING TEAM	520.00
76967	10/22/15	783	COVINA WATER	652.63
76968	10/22/15	849	DAPEER ROSENBLI	7,788.60
76969	10/22/15	3701	DEPARTMENT OF J	439.00
76970	10/22/15	4292	DUDEK	16,412.50
76971	10/22/15	970	EDISON CO	1,775.83
76972	10/22/15	3747	FIRST CHOICE LA	1,495.00
76973	10/22/15	1156	GAS COMPANY, TH	647.08
76974	10/22/15	1194	GLOBAL ENVIRONM	500.00
76975	10/22/15	3825	GOLDEN EMPIRE C	11,880.00
76976	10/22/15	1204	GOLDEN STATE WA	57.20
76977	10/22/15	1241	GRAND PRINTING	1,639.01
76978	10/22/15	1275	HAAKER EQUIPMEN	160.23
76979	10/22/15	3687	HILTON DEL MAR	630.39
76980	10/22/15	1361	HOLLIDAY ROCK C	774.99
76981	10/22/15	1427	INGLEWOOD, CITY	2,863.74
76982	10/22/15	1437	INTER-CON SECUR	5,143.44
76983	10/22/15	4077	INTERWEST CONSU	33,250.00

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76984	10/22/15	1617	LA CNTY REGISTR	75.00
76985	10/22/15	1619	LA CNTY SHERIFF	976.96
76986	10/22/15	1646	LANGUAGE LINE S	16.92
76987	10/22/15	4344	LILLEY PLANNING	3,420.00
76988	10/22/15	1908	MICHAEL J O'DAY	140.00
76989	10/22/15	1933	MISSION LINEN S	22.14
76990	10/22/15	2104	OFFICE DEPOT	193.00
76991	10/22/15	4201	OFFICE TEAM	889.60
76992	10/22/15	4365	OLMSTED COUNTY	342.52
76993	10/22/15	99999	ALMA CORTES	39.37
76994	10/22/15	99999	AMAL YACOB	45.00
76995	10/22/15	99999	AMBER BAKER	85.31
76996	10/22/15	99999	ANITA TORRES	56.00
76997	10/22/15	99999	CECILIA HAMBLET	85.00
76998	10/22/15	99999	CLOTILDE CARLOS	75.00
76999	10/22/15	99999	CONSTANCE SCOTT	18.00
77000	10/22/15	99999	DAVID LUTZ	18.00
77001	10/22/15	99999	FRANK P FIRRMAN	113.00
77002	10/22/15	99999	GEORGIANNA KRUCZYNSKI	18.00
77003	10/22/15	99999	GILBERT RUIZ	30.00
77004	10/22/15	99999	GRACIELA ARMAS	85.00
77005	10/22/15	99999	JACQUELINE JOCHIMS	15.00
77006	10/22/15	99999	JAMES KNOX	312.56
77007	10/22/15	99999	JEFF HOPKINS	32.55
77008	10/22/15	99999	JENKA ROMERO	60.00
77009	10/22/15	99999	JENNIFER JONES	80.00
77010	10/22/15	99999	JOAN YOUMANS	18.00
77011	10/22/15	99999	JUNE EVINGER	5.00
77012	10/22/15	99999	JUNE REISNER	40.00
77013	10/22/15	99999	KAITLIN WEST	70.00
77014	10/22/15	99999	KATHERINE MEZA	85.31
77015	10/22/15	99999	KATHRYN FRAUSTO	40.00
77016	10/22/15	99999	KENIA VILLAVICENCIO	25.00
77017	10/22/15	99999	KIMBERLY HERRING	15.00
77018	10/22/15	99999	LA RAINE MARTINEZ	36.00
77019	10/22/15	99999	MARGARET PENMAN	95.00
77020	10/22/15	99999	MARIA G TAPIA	25.00
77021	10/22/15	99999	MARIE STRAW	36.00
77022	10/22/15	99999	MARILUNA MOSTACERO	39.37
77023	10/22/15	99999	MARLEN ORDAZ	15.00
77024	10/22/15	99999	MARTHA VALLE	45.00
77025	10/22/15	99999	MARY MARQUEZ	70.00
77026	10/22/15	99999	MARYJO JONAS	18.00
77027	10/22/15	99999	MAYRA RANGEL	91.00

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77028	10/22/15	99999	MELISSA SALAS	70.00
77029	10/22/15	99999	MICHELLE HERNANDEZ	45.00
77030	10/22/15	99999	NGHI "SHIRLEY" HONG	125.00
77031	10/22/15	99999	OLGA ACOSTA	39.37
77032	10/22/15	99999	PAUL MALUSO	39.37
77033	10/22/15	99999	PEGGY TARANTO	18.00
77034	10/22/15	99999	ROBERTA MUNOZ	39.37
77035	10/22/15	99999	ROBERTA OLSEN	18.00
77036	10/22/15	99999	SHARON PIMENTEL	18.00
77037	10/22/15	99999	SOROPTIMIST CLUB OF COVINA/WEST	100.00
77038	10/22/15	99999	STEPHANIE R QUEZADA	91.00
77039	10/22/15	99999	STEPHANIE STORY	149.50
77040	10/22/15	99999	VERONICA P. CORTEZ	18.00
77041	10/22/15	99999	VICTORY AUTO CONNECTIONS	241.00
77042	10/22/15	99999	WEN TZER YEH	60.35
77043	10/22/15	4177	PETTY CASH	327.33
77044	10/22/15	2415	REPUBLIC MASTER	363.45
77045	10/22/15	2537	SAN DIEGO REGIO	622.00
77046	10/22/15	3690	SANTA ANA COLLE	979.80
77047	10/22/15	2557	SANTA ANITA FAM	560.00
77048	10/22/15	2619	SGV EXAMINER	328.50
77049	10/22/15	2676	SMART AND FINAL	529.61
77050	10/22/15	2747	STATLER, TIMOTH	153.56
77051	10/22/15	2855	TIME WARNER CAB	557.51
77052	10/22/15	2966	V & V MANUFACTU	137.23
77053	10/22/15	2980	VARGAS, MONICA	17.46
77054	10/22/15	4065	VERIZON BUSINES	608.64
77055	10/22/15	2999	VERIZON CALIFOR	939.19
77056	10/22/15	3001	VERIZON WIRELES	1,861.61
77057	10/22/15	3004	VICTORY EXTERMI	50.00
77058	10/22/15	3078	WEST PAYMENT CE	295.35
77059	10/26/15	68	AFLAC	3,925.10
77060	10/26/15	69	AFSCME	840.00
77061	10/26/15	487	CaIPERS	58,415.02
77062	10/26/15	3846	CLEA	490.00
77063	10/26/15	3846	CLEA	98.00
77064	10/26/15	775	COVINA POLICE A	2,750.00
77065	10/26/15	789	COVINA-FSA, CIT	1,094.20
77066	10/26/15	878	DELTA DENTAL OF	7,646.07
77067	10/26/15	1106	FRANCHISE TAX B	250.00
77068	10/26/15	1106	FRANCHISE TAX B	125.00
77069	10/26/15	1247	GREAT WEST LIFE	4,943.72
77070	10/26/15	3795	LEGAL SHIELD	287.42
77071	10/26/15	2234	PERS	151,088.37

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77072	10/26/15	2235	PERS LONG TERM	166.99
77073	10/26/15	2946	UNITED WAY OF G	17.50
77074	10/26/15	3014	VISION SERVICE	793.77
77075	10/26/15	4255	VOYA FINANCIAL	4,564.63
77076	10/26/15	3764	WAGeworks	26.00
77077	10/26/15	3045	WASHINGTON NATI	76.18
77078	10/29/15	3	12 MILES OUT.CO	1,200.00
77079	10/29/15	4188	ACCO ENGINEERED	1,219.41
77080	10/29/15	91	ALAS, NINA	168.00
77081	10/29/15	113	ALL CITY MANAGE	6,323.07
77082	10/29/15	4117	ARTISTIC RECONS	455.00
77083	10/29/15	219	AT&T	34.97
77084	10/29/15	220	AT&T LONG DISTA	33.00
77085	10/29/15	3981	BARBER, CHARLES	112.00
77086	10/29/15	4353	BREA, CITY OF	17,638.59
77087	10/29/15	423	BRUNSWICK COVIN	122.52
77088	10/29/15	477	CALIF, STATE OF	757.68
77089	10/29/15	589	CELAYA, VERA FL	126.00
77090	10/29/15	617	CHARTER OAK GYM	2,516.52
77091	10/29/15	4303	CHRISTOF MUNOZ	1,470.00
77092	10/29/15	4346	CLASS ACT PERFO	375.00
77093	10/29/15	692	CODE PUBLISHING	150.15
77094	10/29/15	730	CONTEMPORARY IN	60.00
77095	10/29/15	3235	COOK, SHAWNA	984.86
77096	10/29/15	749	COUNSELING TEAM	300.00
77097	10/29/15	766	COVINA DISPOSAL	12,291.32
77098	10/29/15	783	COVINA WATER	189.43
77099	10/29/15	3982	CUGNU, CAROL A	261.59
77100	10/29/15	829	CURLEY, JOHN	276.97
77101	10/29/15	859	DAVIS, RYAN	79.99
77102	10/29/15	4072	DE LEON, JUAN C	447.24
77103	10/29/15	970	EDISON CO	114.10
77104	10/29/15	4332	ERIC ARROYO	900.00
77105	10/29/15	1055	FEDEX	61.64
77106	10/29/15	1098	FOSTER, DAVE	73.52
77107	10/29/15	4126	FUENTES, BRITTA	212.17
77108	10/29/15	1180	GIAMMARCO, ANTH	354.90
77109	10/29/15	1198	GLOBALSTAR LLC	53.10
77110	10/29/15	1215	GONZALES, RICHA	287.00
77111	10/29/15	1235	GRAINGER	110.77
77112	10/29/15	1241	GRAND PRINTING	2,134.81
77113	10/29/15	4345	HELTON, JUDITH	500.00
77114	10/29/15	1416	IMPERIAL NOTARY	126.00
77115	10/29/15	4349	Intelli-Tech	16,221.68

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77116	10/29/15	3654	JEREMIAH DONOVA	430.52
77117	10/29/15	1619	LA CNTY SHERIFF	1,141.09
77118	10/29/15	1638	LAM, LY CHOU	345.24
77119	10/29/15	3190	LAYNE, JONATHAN	578.35
77120	10/29/15	3209	LAYNE, SHARON	182.00
77121	10/29/15	1691	LEVEL 3 COMMUNI	1,161.95
77122	10/29/15	1694	LEWIS ENGRAVING	59.95
77123	10/29/15	1707	LIEBERT CASSIDY	26,355.50
77124	10/29/15	1708	LIFE ASSIST INC	1,324.35
77125	10/29/15	4212	MALETZ, CHRISTI	358.40
77126	10/29/15	3932	MAR, ARLENE D.	449.95
77127	10/29/15	4089	MEASOM, DEVIN T	189.04
77128	10/29/15	1933	MISSION LINEN S	23.14
77129	10/29/15	3236	MUNOZ, VINCENT	252.00
77130	10/29/15	4302	MYRNA RODRIGUEZ	297.00
77131	10/29/15	3718	NADENE VALDEZ	402.52
77132	10/29/15	2104	OFFICE DEPOT	87.18
77133	10/29/15	4201	OFFICE TEAM	889.60
77134	10/29/15	99999	AFT ONE LLC	42.07
77135	10/29/15	99999	ANNE PERKINS-YIN	162.96
77136	10/29/15	99999	BLANCA MEJIA	25.00
77137	10/29/15	99999	BORIS MERCADO	33.00
77138	10/29/15	99999	BRIAN FREDERICKSEN	13.14
77139	10/29/15	99999	GEORGE RELOCK	79.53
77140	10/29/15	99999	GLENDA KLENSCH	122.48
77141	10/29/15	99999	GLENN LEE	14.61
77142	10/29/15	99999	IRENE GARDEA	31.49
77143	10/29/15	99999	JOYCE DEGENNARO	44.26
77144	10/29/15	99999	MICHAEL PAYAN	3.00
77145	10/29/15	99999	NICOLE BOUCHEREAU	28.97
77146	10/29/15	99999	PABLO PRADO	44.61
77147	10/29/15	99999	QUAIL CAPITAL INVESTMENTS LLC	7,613.50
77148	10/29/15	99999	QUAIL CAPITAL INVESTMENTS, LLC	7,829.30
77149	10/29/15	99999	THERESA FRANKE	18.63
77150	10/29/15	2189	PARADA, MIGUEL	164.02
77151	10/29/15	2204	PASADENA, CITY	47,194.00
77152	10/29/15	4213	PRISK, JOSHUA	297.50
77153	10/29/15	2345	QUILL	140.97
77154	10/29/15	2415	REPUBLIC MASTER	250.98
77155	10/29/15	3796	RICHARD, WATSON	26,790.24
77156	10/29/15	2444	RIO HONDO COLLE	331.20
77157	10/29/15	3655	ROBERT WONG	126.00
77158	10/29/15	2466	RODRIGUEZ, DAVI	36.00
77159	10/29/15	3882	ROMAN, LILIANA	85.30

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77160	10/29/15	4377	SCHAEFER AMBULA	677.36
77161	10/29/15	2607	SERESINGHE, AJI	1,300.00
77162	10/29/15	2612	SEVOLD, CHERYL	318.47
77163	10/29/15	2617	SGV ECONOMIC PA	5,250.00
77164	10/29/15	2619	SGV EXAMINER	477.00
77165	10/29/15	2620	SGV NEWSPAPER G	302.56
77166	10/29/15	2714	SOUTHERN CA GAS	557.39
77167	10/29/15	2744	STATE DISBURSEM	164.03
77168	10/29/15	2787	SUTMAN, WILLIAM	79.80
77169	10/29/15	2818	TAVANNA	15.40
77170	10/29/15	2846	THOMAS, TERRI	668.05
77171	10/29/15	2903	TRI-XECUTEX COR	80.00
77172	10/29/15	2901	TRIFYTT SPORTS	648.00
77173	10/29/15	2926	TYLER TECHNOLOG	51,308.26
77174	10/29/15	3234	VELARDE-KUBANIK	560.00
77175	10/29/15	2999	VERIZON CALIFOR	76.43
77176	10/29/15	3187	WAGONER, PAMELA	2,113.65
77177	10/29/15	3041	WARD, BRIAN	90.29
77178	10/29/15	3102	WILLDAN FINANCI	62.50
77179	10/29/15	3134	XEROX CORPORATI	426.57
77180	10/29/15	4370	YOUNGBLOOD, ERV	225.00
 <i>subtotal checks</i>				 \$ 626,181.98
 <i>subtotal payroll</i>				 \$ 606,515.08
 <i>subtotal voids</i>				 \$ -
 <i>subtotal Worker's Compensation</i>				 \$ 18,353.20
 TOTAL checks/EFTs				 \$ 1,374,651.47

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
Check Register
OCT. 16 - OCT. 29, 2015

ITEM NO. CC 3

Check #	Check Date	Vendor	Name	Amount
1246	10/22/15	2452	RJS FINANCIAL	49,840.00
1247	10/22/15	2999	VERIZON CALIFOR	81.88
1248	10/29/15	254	AZUSA LIGHT & W	51.65
1249	10/29/15	970	EDISON CO	205.64
1250	10/29/15	1156	GAS COMPANY, TH	15.75
1251	10/29/15	2942	UNITED SITE SER	68.17
			<i>subtotal checks</i>	\$50,263.09
			<i>subtotal Payroll</i>	\$10,148.61
			TOTAL CHECKS/EFT's/PAYROLL	\$60,411.70

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CITY OF COVINA AGENDA REPORT

ITEM NO. CC 4

MEETING DATE: November 17, 2015

TITLE: Proposed Budget Amendment - Repair of the Police Department Armored Rescue Vehicle and the Use of Asset Forfeiture Funds

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

RECOMMENDATION: Adopt **Resolution No. 15-7415** amending the FY 2015-2016 Adopted Budget to reflect an appropriation from the Asset Forfeiture Fund for the repair of the Police Department's Armored Rescue Vehicle.

BACKGROUND:

The Police Department acquired an Armored Rescue Vehicle through the military procurement program. This vehicle is staged at the Police station for its immediate use by Department personnel in response to an emergency. This vehicle became operational in March 2015. On May 29, 2015, while driving to the location of a search warrant in Los Angeles, the vehicle experienced a mechanical problem resulting in it overheating and damaging the engine.

DISCUSSION:

The vehicle was inspected by Public Works Maintenance staff and the Police Department vendor, who determined the engine was extensively damaged. Two options were presented; rebuild the off shore manufactured Mercedes diesel engine or replace the engine with a used Cummins diesel engine. The costs for either option were comparable. Replacing the engine with a Cummins diesel engine has the added long term benefit of more readily available parts and being more cost effective to service or repair. The cost to replace the engine with a used Cummins diesel engine is \$10,000.00 which includes all parts and labor. These funds are available through the current Asset Forfeiture Fund.

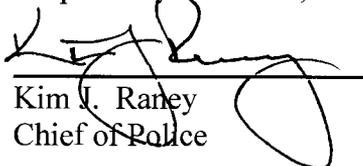
FISCAL IMPACT:

The funding source is the Narcotic Seizure Federal Justice account, (2222 0000 10274).

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Kim J. Raney
Chief of Police

RESOLUTION NO. 15-7415

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2015-2016 ADOPTED BUDGET TO REFLECT AN APPROPRIATION FROM THE ASSET FORFEITURE FUND TO REPAIR THE POLICE DEPARTMENT ARMORED RESCUE VEHICLE.

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California ; 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, amendments (increases/decreases) to the Budget shall be by approval and Resolution of the City Council; and

WHEREAS, the Covina Police Department Armored Rescue Vehicle is in need of repairs;

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

SECTION 1. Amend the Fiscal Year 2015-2016 Adopted Budget with the following increase to approved appropriations:

Appropriation Accounts:

Asset Forfeiture Fund Motor Vehicle Maintenance
2222-2100-52450 \$10,000

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

PASSED, APPROVED AND ADOPTED this 17th day of November, 2015

John C. King, Mayor

ATTEST:

Sharon Clark, Chief Deputy City Clerk

APPROVED AS TO FORM;

City Attorney

CERTIFICATION

I, Sharon Clark, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Resolution No. 15-7415 was adopted by the Covina City Council at a regular meeting thereof held this 17th day of November 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sharon Clark
Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 5

MEETING DATE: November 17, 2015

TITLE: Proposed Budget Amendment- Purchase of Police Department vehicles including equipment retrofit.

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

RECOMMENDATION: Adopt **Resolution No. 15-7416** amending the Fiscal Year 2015-16 Adopted Budget to reflect an appropriation from the Central Replacement Fund to purchase five (5) Police Department vehicles and six (6) aftermarket police package retrofits.

BACKGROUND:

The Covina Police Department is in need of five new vehicles to replace existing high mileage vehicles. The total purchase price from Wondries Fleet Group, Alhambra, California; including taxes is \$135,780 as outlined below.

- \$27,633 (2015 Ford Explorer SUV) to replace Unit 5 2010 Ford Crown Victoria
- \$27,633 (2015 Ford Explorer SUV) to replace Unit 8 2011 Ford Crown Victoria
- \$27,633 (2015 Ford Explorer SUV) to replace Unit 17 2011 Ford Crown Victoria
- \$26,858 (2015 Ford Explorer SUV-DB) to replace Unit D2 2007 Ford Crown Victoria
- \$26,023 (2015 Ford Taurus Sedan-DB) to replace Unit DS 2000 Ford Crown Victoria

In addition, \$36,907 is needed to retrofit all five new vehicles plus one existing fleet vehicle with emergency equipment. The following is the breakdown:

- \$8,589.28 (2015 Ford Explorer SUV)
- \$8,589.28 (2015 Ford Explorer SUV)
- \$8,589.28 (2015 Ford Explorer SUV)
- \$3,069.75 (2015 Ford Explorer SUV)
- \$3,069.75 (2015 Ford Interceptor Sedan)
- \$5,000.00 (Conversion from existing fleet)

In total, **\$172,687** is the amount needed to purchase these vehicles and fund the retrofits.

DISCUSSION:

Police Department patrol vehicle Unit 5 has been in service since 2010 and has 85,000 miles. Units 8 and 17 have been in service since 2011 and have 80,000 and 85,000 miles respectively. These two vehicles have been driven 10-20 hours per day, seven days a week and have averaged up to 20,000 hard miles per year. Additionally, Unit 8 needs approximately \$6,000 in repairs

due to recent pursuits. All three patrol units have reached the end of their serviceable life. Replacement of these three vehicles has been recommended by the Public Works Department.

Police Department administrative and detective vehicles D2 and DS have been in service since 2007 (90,000 miles) and 2000 (80,000 miles) respectively. The vehicles were originally purchased and used as police patrol vehicles then later retrofitted to administrative vehicles. These two vehicles are now beyond their serviceable life and replacement has been recommended by Public Works.

The sixth vehicle will be pulled from existing fleet and converted to a detective vehicle.

Section 2.20.200 of the Covina Municipal Code (CMC) provides, in part, that the formal bidding procedures may be waived where it is to the City's advantage to combine its purchases with those of another entity. Accordingly, it is staff's intention that these vehicles be procured by exercising an existing purchase option through a purchasing agreement with the City of Los Angeles. By doing so, the City will realize significant savings in both vehicle cost as well as in vehicle delivery. This purchase will utilize the Cooperative Purchase provision of the City of Los Angeles Cooperative Provision P.O. #000-1607129.

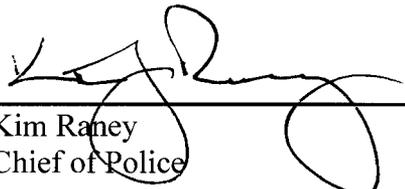
FISCAL IMPACT:

If approved, \$172,687 would be allocated from the Central Equipment Fund (Fund 7010-6010-55550) for the purchase of the five vehicles and retrofit of six vehicles with emergency equipment.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None

Respectfully submitted,



Kim Raney
Chief of Police

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Resolution 15-7416

RESOLUTION NO. 15-7416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2015-2016 ADOPTED BUDGET TO REFLECT AN APPROPRIATION FROM THE CENTRAL EQUIPMENT FUND TO PURCHASE FIVE (5) POLICE VEHICLE AND SIX (6) AFTERMARKET POLICE PACKAGE RETROFITS.

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

WHEREAS, the budget for the City of Covina for 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, amendments (increases/decreases) to the Budget shall be by approval and Resolution of the City Council; and

WHEREAS, Five (5) City vehicles assigned to the Covina Police Department have reached the end of the serviceable life and replacement is required; and

WHEREAS, the five (5) new vehicles and one (1) existing fleet vehicle require retrofit with emergency equipment.

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

SECTION 1. Amend the Fiscal Year 2015-2016 Adopted Budget with the following increase to approved appropriations:

Appropriation Account:

Central Equipment Fund Motor Vehicle Expenditures
7010-6010-55550 \$172,687

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

PASSED, APPROVED AND ADOPTED this 17th day of November, 2015

John C. King, Mayor

ATTEST:

Sharon Clark, City Clerk

APPROVED AS TO FORM;

City Attorney

CERTIFICATION

I, Sharon Clark, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Resolution No. 15-7416 was adopted by the Covina City Council at a regular meeting thereof held this 17th day of November 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sharon Clark
Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 6

MEETING DATE: November 17, 2015

TITLE: **Resolution No. 15-7417** 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. 15-7417** 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 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.

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.

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 tentative project schedule is outlined below with project completion expected at the end of December 2015.

October 2015	November 2015	December 2015
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 compromised 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:

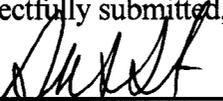
Booster Pump Control Panel/VFD System Upgrade	\$28,127
SCADA Upgrade	\$30,930
Demolition and Installation Services	\$12,570
Contingency Allowance	\$1,210
Contract Administration/Inspection	\$7,163
Estimated Total	\$80,000

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

			
City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Resolution No. 15-7417

RESOLUTION NO. 15-7417

**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 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; 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 at the end of December 2015; 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, 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. 15-7417 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 at the end of December 2015 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 17th day of November 2015.

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 7

MEETING DATE: November 17, 2015

TITLE: First Amendment to Letter Agreement with Kimley-Horn and Associates, Inc. for Traffic Engineering Design Services for Intersection of Workman Avenue and Hollenbeck Avenue, Project No. T-1407

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Authorize the City Manager to Execute First Amendment to the Letter Agreement with Kimley-Horn and Associates, Inc. for Traffic Engineering Design Services for Intersection of Workman Avenue and Hollenbeck Avenue, Project No. T-1407 increasing the cost by \$3,300 from \$38,500 to \$41,800.

BACKGROUND:

On July 10, 2014, the Interim Public Works Director executed a contract with Kimley-Horn and Associates, Inc. in the amount of \$38,500 for traffic engineering design services to complete the project plans, specifications, and cost estimate for modifications at the intersection of Workman Avenue and Hollenbeck Avenue, Project No. T-1407. The initial contract did not include services for construction support, including the review of material submittals, answering requests for information (RFIs) by the contractor, and/or other related scopes of services necessary during the construction phase. Construction support services are typically included in design services contracts to ensure that the correct materials and methods are employed by the construction contractor. Upon completion of the initial scope of services, the City of Covina paid Kimley-Horn and Associates, Inc. \$38,500 for services rendered.

On July 7, 2015, the City Council awarded a \$226,214 construction contract to Palp, Incorporated DBA Excel Paving Company (Contractor) for the Improvements of Workman Avenue and Hollenbeck Avenue, Project No. T-1407. Project T-1407 consists of modifications to the traffic signal at the intersection of Workman Street and Hollenbeck Avenue, signing and striping, and the re-pavement of:

- Hollenbeck Avenue and Workman intersection;
- Hollenbeck Avenue from 200 feet north of Workman Street to 300 feet south of Workman Avenue; and
- Workman Street from 150 east of Hollenbeck Avenue to 150 feet west of Hollenbeck Avenue.

DISCUSSION:

On October 5, 2015, the City Engineer issued a Conditional Notice to Proceed for the project. Following the issuance of the Conditional Notice to Proceed, the Contractor submitted material specifications for the traffic signal equipment to the City. The submittals require confirmation from Kimley-Horn that the traffic signal equipment is acceptable prior to ordering. Since the traffic signal equipment has a lengthy delivery lead time, the timely review of the submittals by Kimley-Horn is critical to the project schedule. Construction is projected to begin within twelve weeks of Kimley-Horn’s approval of the submittals.

The proposed First Amendment to the Letter Agreement would increase the amount of the agreement by \$3,300, from \$38,500 to \$41,800, and fund the construction support services necessary for clarification and review of critical construction documents. The amended scope of services to be provided by Kimley-Horn, as reflected in the proposed First Amendment to Letter Agreement, is as follows:

- Clarifications and Interpretations. Consultant services for Clarifications and Interpretations shall include the response to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City or designated representative as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City; and
- Limitation of Responsibilities. Consultant shall not include the responsibility for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

FISCAL IMPACT:

The fiscal impact associated with the proposed First Amendment to the Letter Agreement is \$3,300, which would increase the initial contract with Kimley-Horn and Associates, Inc. from \$38,500 to \$41,800. Funding in the amount of \$271,456 has been appropriated for the construction contract, contingency allowance, and contract administration/inspection. The contingency allowance approved by City Council on July 7, 2015, which includes \$22,621 in available Measure R Fund Balance (account no. 2410-0000-33000), may be used to cover the additional design contract cost of \$3,300.

The following table presents a summary of the sources of funds that will be used:

Measure R Fund Balance (2410-0000-33000)	\$248,835
General Fund (1010-2100-50010)	\$ 22,621
Total Sources	\$271,456

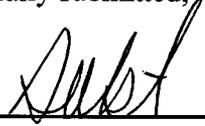
The following table represents the project summary:

Base Bid	\$226,214
Contingency Allowance	\$ 22,621
Contract Administration/Inspection	\$ 22,621
Total Sources	\$271,456

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

			
City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: First Amendment to Letter Agreement with Kimley-Horn and Associates, Inc. for Improvements of Workman Avenue and Hollenbeck Avenue

Attachment B: Original Letter Agreement for Traffic Design Engineering Services for the Intersection of Workman Avenue and Hollenbeck Avenue dated July 10, 2014

Attachment C: Notice to Proceed dated November 17, 2015

**FIRST AMENDMENT TO
LETTER AGREEMENT FOR
TRAFFIC ENGINEERING DESIGN SERVICES FOR INTERSECTION OF
WORKMAN AVENUE AND HOLLENBECK AVENUE IN THE CITY OF COVINA,
CALIFORNIA**

This First Amendment to the July 10, 2014 Letter Agreement for Traffic Engineering Design Services for Intersection of Workman Avenue and Hollenbeck Avenue in the City of Covina, California (“Agreement”) between the City of Covina, a California municipal corporation (“City”) and Kimley-Horn and Associates, Inc., a California corporation (“Contractor”), is dated and effective November 17, 2015, and is between City and Contractor.

RECITALS

A. City and Contractor entered into the Agreement for Contractor’s performance of Traffic Engineering Design Services for Intersection of Workman Avenue and Hollenbeck Avenue (Project No. T-1407).

B. Scope of Services of the Agreement provides that the City and Contractor may complete Additional Services only upon written authorization from the City of Covina, pending mutual agreement between City and Kimley-Horn regarding scope, cost, and schedule.

C. The parties desire to amend the Agreement for Additional Services to include Construction Phase Services.

D. Consultant services for Clarifications and Interpretations shall include the response to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City or designated representative as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

E. Limitation of Responsibilities. Consultant shall not include the responsibility for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

The parties therefore agree as follows:

Section 1. The City finds that Contractor has complied and continues to comply with the Contract Specifications.

Section 2. The Fees and Billing of the Agreement is hereby amended to increase the lump sum fee amount by Three Thousand Three Hundred Dollars (\$3,300) for a total lump sum fee amount of \$41,800.

Section 3. Except as expressly modified or supplemented by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Covina,
a California municipal 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

Contractor:

Kimley-Horn and Associates, Inc.,
a California corporation

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.]

Kimley»Horn

July 10, 2014

Mr. Alex Gonzalez
Interim Director of Public Works
City of Covina
534 N. Barranca Avenue
Covina, CA 91723

RE: Letter Agreement for Traffic Engineering Design Services for Intersection of Workman Avenue and Hollenbeck Avenue in the City of Covina, CA

Dear Alex:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this letter agreement to provide Civil engineering design services for the proposed modifications at the intersection of Workman Avenue and Hollenbeck Avenue in the City of Covina. This letter agreement is based upon our recent email and telephonic discussions with you. Our understanding of the project, scope of services, fee, and schedule are provided below.

Project Understanding

Kimley-Horn recently completed an intersection evaluation study for this intersection upon City's request which recommended that a left-turn channelization along with appropriate left-turn phasing be provided for the north and south approaches at this intersection. We understand that intersection design Plans, Specifications, and Estimate (PS&E) would need to be prepared for this intersection based upon the recommendations of the intersection evaluation study.

Scope of Services

Task 1: Project Initiation, Coordination and Management

Kimley-Horn will prepare for and attend a kick-off meeting with City staff to discuss the specific aspects of the design efforts for this assignment. The following agenda is proposed for the meeting:

- Define the schedule for plan submittals and reviews.
- Obtain information about relevant design aids, as-builts drawings, City title block, Assessor's Parcel map copies for determining City's right-of-way limits, City standard plans, and digital copies of conceptual designs and base mapping as available.
- Any other topics relevant to the project.

Task 2: Field Review and Survey

Concurrently with the Task 1 kick-off meeting, Kimley-Horn will perform field work to document the existing conditions at the intersection. Field surveys will be performed to locate features such as traffic signal equipment, signing and striping, curb/gutter, sidewalk, bike lanes, curb ramps, and the presence of visible drainage features and surface utilities.

Task 3: Prepare Design Plans and Specifications

Base mapping will be prepared from available information from the City including street improvement plans and other available as-built plans and the field surveys and measurements obtained in Task 2. The base mapping will be prepared using AutoCAD in English units. Caltrans symbology will be used, and the plans will conform to City of Covina engineering standards. Kimley-Horn will contact the concerned utility companies and obtain and indicate on plans existing underground utility information that may conflict with the proposed work. The following documents will be prepared:

- **Traffic Signal Design:**
One sheet will be prepared for the intersection of Workman Avenue and Hollenbeck Avenue, at a scale of 1" = 20'. The plan will include modified signal phasing, pole and conductor schedule.
- **Signing and Striping Plan:**
One sheet will be prepared for the intersection of Workman Avenue and Hollenbeck Avenue, at a scale of 1" = 40'. The plan will include existing and modified striping and signage within the project limits. Both northbound and southbound approaches will be marked for red-curb as per the City standards.
- **Roadway Plan:**
One sheet will be prepared for the intersection of Workman Avenue and Hollenbeck Avenue, at a scale of 1" = 40'. The plan will show any rehabilitations needed on the existing pavement, upgrades to existing curb ramps at the intersections (if determined to be necessary per the latest ADA requirements), and adjustments to existing utilities affected by the proposed work.
- **Special Provisions:**
Kimley-Horn will prepare Special Provisions for the design, based upon the City of Covina Standard Specifications.

Kimley-Horn will submit the above documents to the City for review two times- once at 75%, and the second time at 95%. Two sets of full size (24"X36") plans and two sets of special provisions will be submitted to you for review. Upon plans and special provisions being approved, one set of Mylars and final special provisions will be submitted to the City.

Task 4: Opinion of Probable Cost

Kimley-Horn will prepare the preliminary opinion of construction cost estimates at the 75% submittal. The preliminary opinion of construction cost estimate will be revised and updated for the 95%

submittal. The opinion of probable construction cost estimate will be finalized and submitted with the final Mylar.

Project Schedule

We will complete the tasks described above as expediently as practical based upon a mutually agreed upon schedule.

Additional Services

Efforts not included in the scope of services in this proposal shall be considered additional services. Kimley-Horn will complete additional services only upon written authorization from **the City of Covina**, pending mutual agreement between you and Kimley-Horn regarding scope, cost and schedule. Additional services could include additional meetings, bike lane design, drainage improvements or storm water BMP plans, landscaping and irrigation plans, street lighting plans, signal timing, additional submittals, traffic control plans, interconnect plans, construction support services, permitting, preparation of bid package or as-built plans or other efforts not identified in this Scope of Services and could be provided based upon our billing rates that are subject to adjustment.

Fee and Billing

Kimley-Horn will perform the services described in the Scope of Services for a lump sum fee of **\$38,500**. The fee includes all labor and expense for the defined tasks. All permitting, application, and report review fees, if any, will be paid directly by the Client. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 25 days of the date of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer City of Covina. Kimley-Horn in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

____ Please email all invoices to _____ @ _____.

Please email invoices to Agonzalez @ COVINACA.GOV AND provide a hard copy to the address listed above (please note below if it should be to some else's attention or an alternative address).

___ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to some else's attention or an alternative address).

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Sri Chakravarthy, P.E., T.E.
Associate



Vikas Sharma, P.E.
Project Manager

Attachment: Standard Provisions

Authorized by:

City of Covina, CA



Name

Interim Director of Public Works

Title

7/10/14

Date

S:\Proposals\2014\June\Covina Intersection Mod\Letter Agreement for Intersection Modification - Hollenbeck and Workman.doc

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- (2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not

containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the

Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances and Conditions. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covina.ca.gov

DATE: November 17, 2015

TO: Vikas Sharma, P.E.

FROM: David G. Gilbertson, City Engineer

SUBJECT: **Construction Support Services for Improvements at the Intersection of Workman Avenue and Hollenbeck Avenue, Project No. T-1407**

Dear Mr. Sharma:

This letter constitutes your **NOTICE TO PROCEED** for the subject project.

You are hereby notified to commence work on November 18, 2015 in accordance with the following:

Scope of Services for Construction Phase:

- Clarifications and Interpretations – Consultant services for Clarifications and Interpretations shall include the response to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City of Covina (City) or designated representative as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City; and
- Limitation of Responsibilities - Consultant shall not include the responsibility for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Fee: Not to Exceed \$3,300 for up to 20 hours of time.

Sincerely,

CITY OF COVINA

David G. Gilbertson, P.E.
City Engineer

The City of Covina provides responsive municipal services and manages public resources to enhance the quality of life for our community.



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 8

MEETING DATE: November 17, 2015

TITLE: Quarterly Report of the Treasurer to the City Council and the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended September 30, 2015

PRESENTED BY: **Geoffrey Cobbett, Treasurer**
John Michicoff, Interim Finance Director

RECOMMENDATION: Receive and file.

BACKGROUND:

Pursuant to Government Code Section 53600 et seq. and Section 4.0 of the City of Covina's Investment Policy, the Treasurer is required to render a report to the City Council and City Manager, containing detailed information of all securities, investments and moneys of the City. The report shall be submitted on a quarterly basis.

DISCUSSION:

The attached quarterly report for the City and Successor Agency reflect the portfolio balances for the quarter ended September 30, 2015. The report is in conformity with the City's Investment Policy as well as Government Code 53601.

Due to timing constraints and the availability of information required to complete the investment report within the prescribed 30 days following the end of the quarter, the September 30, 2015, investment report could not be completed in time to be placed on an agenda in the month of October 2015. Therefore, in order to be in compliance with the City's Investment Policy, the report was rendered to the City Council and City Manager under a separate memorandum prior to the conclusion of that 30-day period. The report is now being placed on tonight's City Council meeting which was the next available regularly-scheduled City Council meeting after the completion of the 30-day period. A copy of the separate transmittal memorandum has been included in this report for informational purposes.

There are sufficient funds to meet the pooled-expenditure requirements for all City funds for the next six months.

FISCAL IMPACT:

None.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



John Michicoff
Interim Finance Director

			
City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- A - CITY Quarterly Report of the Treasurer to the City Council for the Quarter Ended September 30, 2015
- A - AGENCY Quarterly Report of the Treasurer to the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended September 30, 2015
- A-1-CITY Cash and Investment Summary
- A-1-AGENCY Cash and Investment Summary
- A-2 Total Investment Portfolio as of September 30, 2015
- A-3 Investment Transaction Summary
- A-4 Investment Holdings by Sector
- A-5 Cash and Investments - Three-Year Comparison
- A-6 City LAIF Statement for September 2015
- A-7 Successor Agency LAIF Statement for September 2015
- A-8 LAIF Market Valuation for September 30, 2015
- B Transmittal Memo for September 2015 Investment Report

**EXHIBIT A
 QUARTERLY REPORT OF THE TREASURER TO THE CITY COUNCIL
 FOR THE QUARTER ENDED SEPTEMBER 30, 2015**

CASH BALANCE	6/30/2015	46,400,079.01
RECEIPTS	7/1/15-9/30/15	17,633,467.99
DISBURSEMENTS	7/1/15-9/30/15	<u>(24,841,107.78)</u>
CASH BALANCE	9/30/2015	<u><u>\$39,192,439.22</u></u>

ANALYSIS OF CASH AND INVESTMENT BALANCE - BOOK VALUE

LOCAL AGENCY INVESTMENT FUND		23,439,990.75
BOND LOGISTIX INVESTMENT PORTFOLIO	EXHIBIT A-2	12,885,819.47
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS	EXHIBIT A-2	<u>113,150.82</u>
TOTAL INACTIVE PUBLIC DEPOSITS		\$36,438,961.04
CHECKING AND PETTY CASH BALANCES		<u>4,753,462.91</u>
CASH AND INVESTMENT BALANCE	9/30/2015	\$41,192,423.95
CASH HELD BY BOND TRUSTEES		<u>12,686,868.93</u>
TOTAL CASH AND INVESTMENT BALANCE	9/30/2015	<u><u>\$53,879,292.88</u></u>

gm

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

Respectfully submitted,



Geoffrey Cobbett
 Treasurer

EXHIBIT A
QUARTERLY REPORT OF THE TREASURER TO THE SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY
FOR THE QUARTER ENDED SEPTEMBER 30, 2015

CASH BALANCE	6/30/2015	8,056,487.22
RECEIPTS	7/1/15 - 9/30/15	228,215.40
DISBURSEMENTS	7/1/15 - 9/30/15	<u>(307,521.27)</u>
CASH BALANCE	9/30/2015	<u><u>\$7,977,181.35</u></u>

ANALYSIS OF CASH AND INVESTMENT BALANCE

CHECKING ACCOUNT		331,034.29
LOCAL AGENCY INVESTMENT FUND		1,905,292.06
BOND LOGISTIX INVESTMENT PORTFOLIO	EXHIBIT A-2	5,690,882.67
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS	EXHIBIT A-2	<u>49,971.83</u>
AVAILABLE CASH BALANCES		\$7,977,180.85
CASH AND INVESTMENTS HELD BY BOND TRUSTEES		<u>4,050,273.87</u>
TOTAL CASH & INVESTMENT BALANCE	9/30/2015	<u><u>\$12,027,454.72</u></u> <i>dm</i>

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

Respectfully submitted,



Geoffrey Cobbett
Treasurer

EXHIBIT A-1
CITY OF COVINA
CASH AND INVESTMENT SUMMARY
FOR THE QUARTER ENDED SEPTEMBER 30, 2015

TYPE OF INVESTMENT	ISSUER	BOOK VALUE \$	ACQUISITION DATE	MATURITY DATE	MARKET VALUE \$
City of Covina:					
Drawer & Petty Cash	N/A	8,560.49	N/A	N/A	8,560.49
General - Checking Account	Bank of the West	2,104,489.81	N/A	Demand	2,104,489.81
Public Agency Saving - Parking Fines	Bank of the West	18,150.37	N/A	Demand	18,150.37
Utility Billing Account	Wells Fargo	464,741.41	N/A	Demand	464,741.41
Workers' Compensation - Checking Account	Bank of the West	15,000.00	N/A	Demand	15,000.00
Payroll - Checking Account	Bank of the West	35,000.00	N/A	Demand	35,000.00
Federal Treasury Narcotics - Checking Account	Bank of the West	14,652.51	N/A	Demand	14,652.51
Federal Justice Department Admin - Checking Account	Bank of the West	71,284.80	N/A	Demand	71,284.80
Money Market	Bank of the West	2,008,307.52	N/A	Demand	2,008,307.52
AFLAC Flexible Spending Account	Bank of the West	13,276.00	N/A	Demand	13,276.00
Bond Logistix Investment Portfolio	Various	12,885,819.47	Various	Various	12,850,740.04
Wells Fargo Money Market and U.S. Treasury Bills	Various	113,150.82	N/A	Demand	113,150.82
Local Agency Investment Fund	State of California	23,439,990.75	N/A	Demand	23,439,990.75
Subtotal (A)		\$41,192,423.95			\$41,157,344.51
Cash Held Under 3rd Party Administrator:					
2010 Covina Water Revenue Bond	U.S. Bank	4,090,199.81	N/A	Demand	\$4,090,199.81
2009 Covina Wastewater Bonds	BNY Mellon	8,596,669.12	N/A	Demand	\$8,596,669.12
Subtotal (B)		\$12,686,868.93			\$12,686,868.93
TOTAL (A+B)		\$53,879,292.88			\$53,844,213.44

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

EXHIBIT A-1
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
CASH AND INVESTMENT SUMMARY
FOR THE QUARTER ENDED SEPTEMBER 30, 2015

TYPE OF INVESTMENT	ISSUER	BANK VALUE \$	ACQUISITION DATE	DATE	MARKET VALUE \$
Successor Agency to the Covina Redevelopment Agency:					
Checking Account	Bank of the West	331,034.29	N/A	Demand	331,034.29
Bond Logistix Portfolio	Various	5,690,882.67	Various	Various	5,675,390.21
Wells Fargo Money Market and Treasury Bills	Various	49,971.83	N/A	Demand	49,971.83
Local Agency Investment Fund	State of California	1,905,292.06		Demand	1,905,292.06
Subtotal (A)		\$7,977,180.85			\$7,961,688.40
Cash Held Under 3rd Party Administrator:					
(1) 2013 Series A Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	1,765,436.48	N/A	Demand	1,765,436.48
(2) 2014 Series A Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	1,960,312.24	N/A	Demand	1,960,312.24
(3) 2004 Series B Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	324,525.15	N/A	Demand	324,525.15
Subtotal (B)		\$4,050,273.87			\$4,050,273.87
TOTAL (A+B)		\$12,027,454.72			\$12,011,962.27

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

Fabrizia A. Z
 CITY OF COVINA
 Bond Department
 Investment Portfolio as of
 September 2015

Purchase Date	Qty	Market Price Per Share	Total Original Cost Value	Original Cost Value-CITY	Original Cost Value-AGENCY	Total Market Value	Market Value-CITY	Market Value-AGENCY	Coupon	CUSIP	Maturity	Issuer	Held by
02/28/10	8,500	103.534000	901,796.88	625,535.78	276,261.10	880,039.00	610,443.32	269,595.68	3.0000	912828MS6	2/28/2017	US Treasury	Bond Logistics
11/20/10	7,750	101.284000	802,760.74	556,838.88	245,921.86	800,451.00	553,236.72	245,214.28	2.2500	912828PK0	1/30/2017	US Treasury	Bond Logistics
12/31/10	5,000	104.477000	525,351.56	364,412.66	160,938.90	522,385.00	362,334.89	160,030.11	2.7500	912828PN4	12/31/2017	US Treasury	Bond Logistics
12/31/10	4,250	104.477000	445,333.52	308,921.63	136,411.89	444,027.25	308,901.65	136,025.60	2.7500	912828PN4	12/31/2017	US Treasury	Bond Logistics
09/03/15	6,750	104.698000	705,480.48	489,359.95	216,120.53	706,711.50	490,213.86	216,497.64	2.7500	912828PY0	2/18/2018	US Treasury	Bond Logistics
05/02/11	7,000	101.031000	710,761.72	506,896.41	223,865.31	707,217.00	490,644.50	216,652.50	2.0000	912828QF0	4/30/2016	US Treasury	Bond Logistics
06/30/11	7,000	100.999000	726,113.28	503,672.00	222,441.28	706,993.00	490,409.12	216,583.88	1.7500	912828QP8	5/31/2016	US Treasury	Bond Logistics
05/02/11	7,500	100.905000	821,500.00	569,837.46	251,662.54	807,240.00	559,945.94	247,294.06	1.5000	912828QR4	6/30/2016	US Treasury	Bond Logistics
08/01/11	7,500	100.951000	769,218.75	533,572.31	235,646.44	757,147.50	525,199.03	231,948.47	1.5000	912828OX1	7/31/2016	US Treasury	Bond Logistics
09/04/15	8,000	103.810000	828,000.00	574,346.21	253,653.79	830,480.00	576,066.48	254,413.52	2.2500	912828QY9	9/3/2015	US Treasury	Bond Logistics
10/31/11	9,000	100.641000	911,601.56	632,336.84	279,264.72	905,769.00	628,291.06	277,477.94	1.0000	912828RM4	10/31/2016	US Treasury	Bond Logistics
02/05/14	6,000	100.501000	604,335.94	419,200.55	185,135.39	603,006.00	418,278.03	184,727.97	0.8750	912828RX0	12/31/2016	US Treasury	Bond Logistics
01/31/12	7,750	100.518000	777,354.88	539,493.44	238,261.44	779,014.50	540,367.18	238,647.32	0.8750	912828SC5	1/31/2017	US Treasury	Bond Logistics
04/03/14	9,000	100.729000	901,195.31	625,118.49	276,076.82	906,561.00	628,840.43	277,720.57	1.0000	912828SM3	3/31/2017	US Treasury	Bond Logistics
04/30/12	10,000	100.590000	1,001,796.88	694,901.26	306,895.62	1,005,000.00	697,123.12	307,876.88	0.8750	912828SS0	4/30/2017	US Treasury	Bond Logistics
07/02/12	9,250	100.275000	920,664.06	638,623.09	282,040.97	927,543.75	643,195.22	284,148.53	0.7500	912828TB6	6/30/2017	US Treasury	Bond Logistics
07/31/12	8,250	99.815000	821,777.34	570,029.83	251,747.57	823,473.75	571,206.56	252,267.19	0.5000	912828TG5	7/31/2017	US Treasury	Bond Logistics
08/31/12	8,000	99.996000	790,875.00	548,594.28	242,280.72	799,968.00	554,901.68	245,066.32	0.6250	912828TM2	8/31/2017	US Treasury	Bond Logistics
10/01/12	4,500	99.953000	444,480.47	308,316.03	136,164.44	449,788.50	311,997.97	137,790.53	0.6250	912828TS9	9/30/2017	US Treasury	Bond Logistics
01/31/13	9,750	100.266000	969,820.31	672,720.56	297,099.75	977,593.50	678,112.47	299,481.03	0.8750	912828UJ7	1/31/2018	US Treasury	Bond Logistics
04/30/13	6,500	99.487000	644,007.81	446,719.14	197,288.67	646,665.50	448,562.66	198,102.84	0.6250	912828UJ1	4/30/2018	US Treasury	Bond Logistics
05/15/13	9,250	100.008000	922,868.15	640,151.96	282,716.19	925,055.50	641,669.23	283,386.27	0.2500	912828VCI	5/15/2016	US Treasury	Bond Logistics
09/04/15	8,000	101.349000	808,437.50	560,776.59	247,660.91	810,792.00	562,409.80	248,382.20	1.3750	912828VK3	6/30/2018	US Treasury	Bond Logistics
09/04/15	8,000	100.401000	800,750.00	555,444.12	245,305.88	803,208.00	557,149.12	246,058.88	1.0000	912828XA3	5/15/2018	US Treasury	Bond Logistics
Subtotal Securities			\$ 18,576,702.14	\$ 12,885,819.47	\$ 5,690,882.67	\$ 18,576,130.25	\$ 12,890,740.04	\$ 5,675,390.21					
Wells Fargo Mktk			\$ 163,122.65	113,150.82	49,971.83	\$ 163,122.65	113,150.82	49,971.83					
Total Value of Portfolio			\$ 18,739,824.79	\$ 12,998,970.29	\$ 5,740,854.50	\$ 18,689,252.90	\$ 12,963,890.85	\$ 5,725,362.05					

The purpose is to demonstrate compliance with the city's adopted Investment Policy. This is a required report per Government Code section 51646(b). The investment portfolio as presented is in compliance with the City's and Agency's adopted Investment Policy.

* Agency is the Successor Agency to the Covina Redevelopment Agency

EXHIBIT A-3
CITY OF COVINA & SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
Investment Transaction Summary
for the Quarter Ended September 30, 2015

Qty	Purch Date	Maturity	Share Price at Purch Date	Original Cost Value	Market Value at Purchase Date	Discount / (Premium) on		Issuer	CUSIP	Held by
						Purchase	Redemption			
6,750	09/03/15	2/18/2018	104.698000	705,480.48	706,711.50	1,231.02		US Treasury	912828PY0	Bond Logistix
8,000	09/04/15	9/3/2015	103.810000	828,000.00	830,480.00	2,480.00		US Treasury	912828QY9	Bond Logistix
8,000	09/04/15	6/30/2018	101.349000	808,437.50	810,792.00	2,354.50		US Treasury	912828VK3	Bond Logistix
Total				2,341,917.98	2,347,983.50	6,065.52				

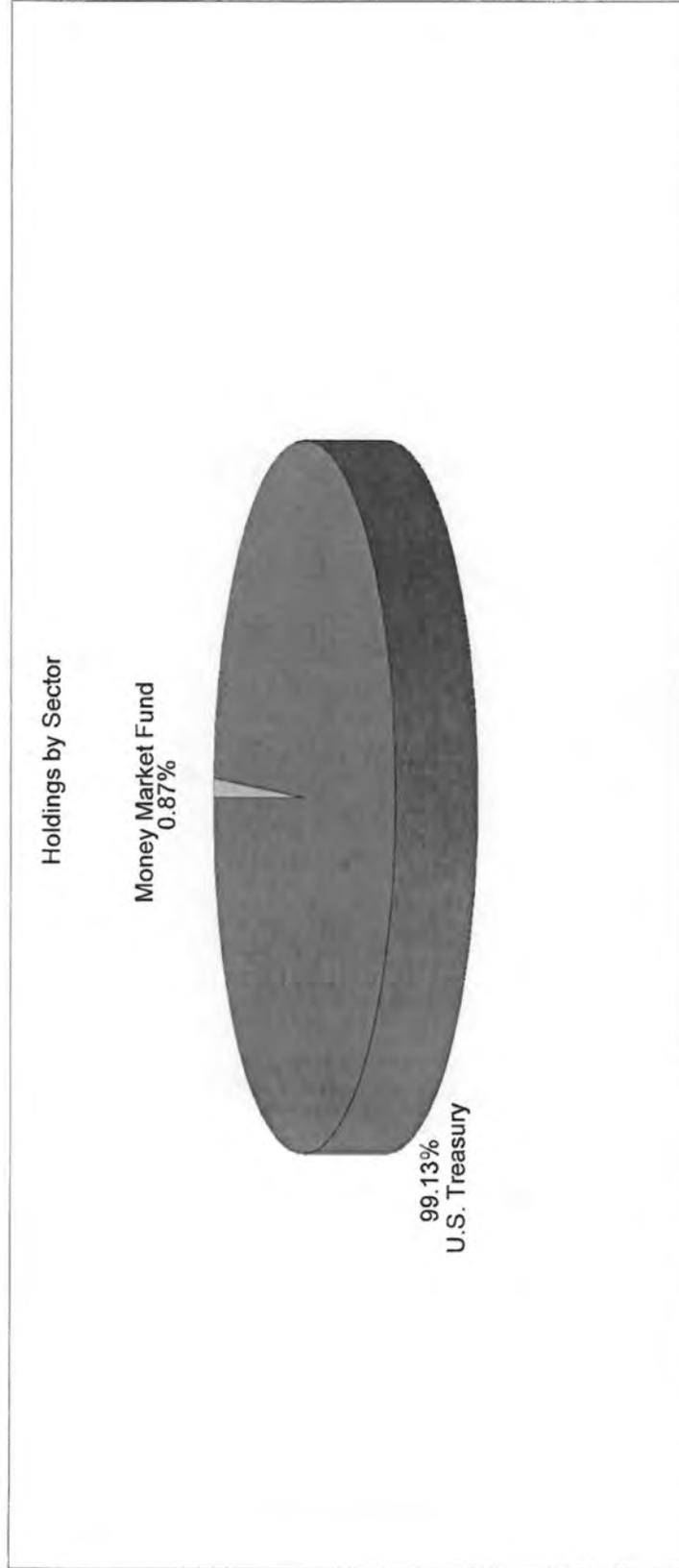
Qty	Purch Date	Maturity	Sale/ Maturity Date	Share Price at Sale	Original Cost Value	Sale / Maturity Price	Gain / (Loss) on		Interest Earnings Since Purchase	Issuer	CUSIP	Held by
							Redemption	Gain / (Loss) on Sale / Redemption				
7,500	11/30/09	11/30/2016	09/04/15	102.780000	792,890.63	770,859.38	(22,031.25)	28,727.68	US Treasury	912828MA5	Bond Logistix	
7,600	08/31/11	8/31/2016	09/04/15	100.560000	762,612.50	764,275.00	1,662.50	15,074.03	US Treasury	912828RF9	Bond Logistix	
7,000	09/30/11	9/30/2016	09/04/15	100.580000	708,613.28	704,046.88	(4,566.40)	9,788.46	US Treasury	912828RJ1	Bond Logistix	
7,750	07/15/14	7/15/2017	09/04/15	100.330000	775,211.91	777,573.24	2,361.33	4,017.16	US Treasury	912828WT3	Bond Logistix	
Total					3,039,328.32	3,016,754.50	(22,573.82)	57,607.33				

Net Revenue Analysis - for Period Ending June 30, 2015						
Period	Portfolio Manager	Interest Revenue	Gain / (Loss) on Management Fees	Net revenue / (Loss) Revenue	Fees as a % of Revenue	
Previous Quarter	Bond Logistix	67,004.01 \$	55,347.66	(\$4,931.51)	117,420.16	4%
Previous 12 mos.	Bond Logistix	274,068.90 \$	(88,642.19)	(15,013.71)	\$170,413.01	8%

PREVIOUS 12 MONTH FEE ANALYSIS	
	Oct 2014-Sep 2015
Investments Held (Bond Logistix)	\$ 18,739,824.79
Total Fees	\$15,013.71
Fees as % of Portfolio	0.08%

EXHIBIT A-4
CITY OF COVINA AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
Investment Holdings by Sector

	Bond Logistix* Investment Book Value	Total Percentage
Money Market Fund	163,123	0.87%
U.S. Treasury	18,576,702	99.13%
Total	18,739,825	100.00%

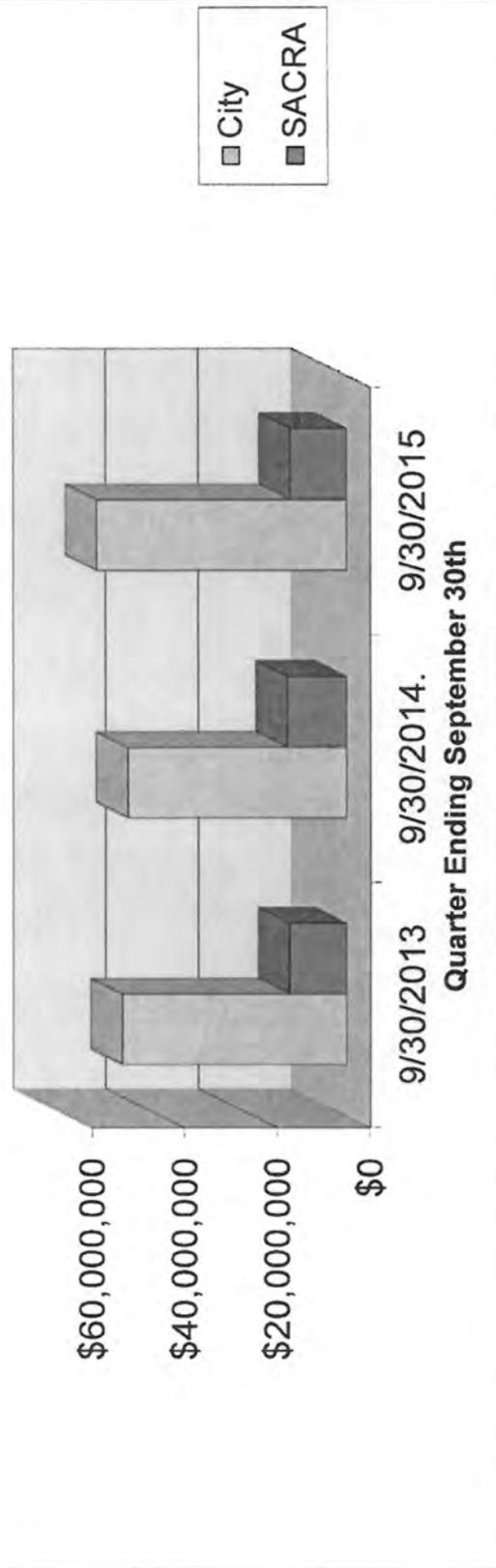


* Bond Logistix average S&P rating: AA+. Average coupon rate: 1.42% (based on weighted average of Original Cost Value)

This chart shows the breakdown of the City's investments into the various investment sectors.

Quarter Ending	City	SACRA
9/30/2013	48,316,953.70	12,247,693.43
9/30/2014	47,122,710.99	12,654,957.17
9/30/2015	53,879,292.88	12,027,454.72

City of Covina & SACRA* Total Cash & Investments Three Year Comparison



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

*Successor Agency to Covina Redevelopment Agency

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

www.treasurer.ca.gov/pmia-laif/laif.asp
 October 21, 2015

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

PMIA Average Monthly Yields

Account Number:
 98-19-219

Tran Type Definitions

September 2015 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/25/2015	9/25/2015	RW	1479577	MARIETTA P. SANTOS	-2,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	23,439,990.75
Total Withdrawal:	-2,000,000.00	Ending Balance:	21,439,990.75

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

www.treasurer.ca.gov/pmia-laif/laif.asp
October 21, 2015

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

PMIA Average Monthly Yields

Account Number:
65-19-007

Tran Type Definitions

September 2015 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,905,292.06
Total Withdrawal:	0.00	Ending Balance:	1,905,292.06



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
10/08/15	0.35	0.36	216
10/09/15	0.36	0.36	218
10/10/15	0.36	0.36	218
10/11/15	0.36	0.36	218
10/12/15	0.36	0.36	215
10/13/15	0.36	0.36	214
10/14/15	0.36	0.36	214
10/15/15	0.36	0.36	214
10/16/15	0.36	0.36	214
10/17/15	0.36	0.36	214
10/18/15	0.36	0.36	214
10/19/15	0.36	0.36	211
10/20/15	0.36	0.36	208
10/21/15	0.36	0.36	209

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

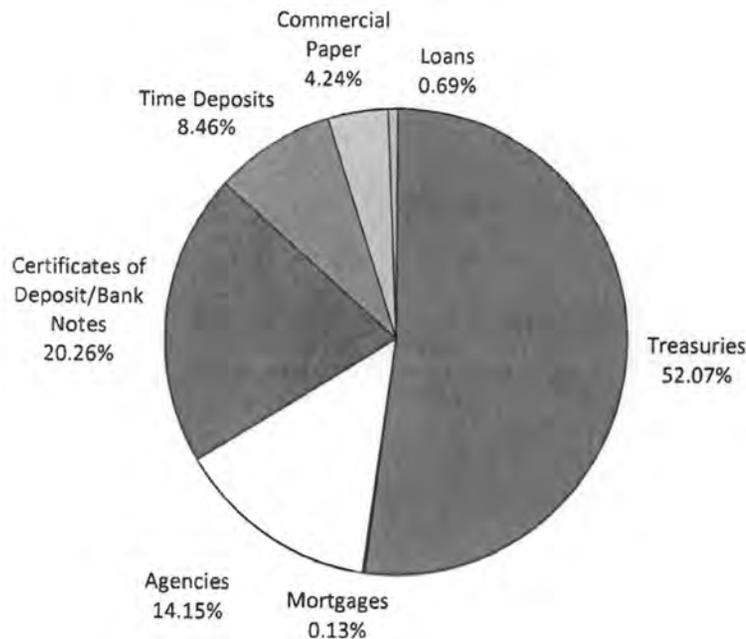
Quarter Ending 09/30/15

Apportionment Rate: 0.32%
 Earnings Ratio: 0.00000875275068308
 Fair Value Factor: 1.000594646
 Daily: 0.35%
 Quarter to Date: 0.33%
 Average Life: 210

PMIA Average Monthly Effective Yields

SEP 2015 0.337%
 AUG 2015 0.330%
 JUL 2015 0.320%

**Pooled Money Investment Account
Portfolio Composition
09/30/15
\$66.5 billion**





CITY OF COVINA

INTER-OFFICE MEMORANDUM

DATE: October 29, 2015

TO: Honorable Mayor and Members of the City Council
Andrea M. Miller, City Manager

FROM: Geoffrey Cobbett, Treasurer
John Michicoff, Interim Finance Director 

SUBJECT: Quarterly Investment Report for the Quarter ended September 30, 2015

Pursuant to Section 4 of the City of Covina's Investment Policy, a quarterly investment report must be rendered to the City Council and City Manager within 30 days after the close of the quarter being reported.

Due to timing constraints and the availability of information required to complete the investment report, the September 30, 2015, quarterly report could not be completed in time to be placed on the November 17, 2015, City Council agenda. Therefore, in order to be in compliance with the City's investment policy, the quarterly investment report is transmitted to the City Council and City Manager herewith prior to the conclusion of that 30 day period.

The actual report will be placed, together with this transmittal memorandum, on the next available regular scheduled City Council meeting for formal consideration and review by the City Council and the public.

If you have any questions, please feel free to contact John Michicoff, Interim Finance Director, at (626) 384-5576.



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

MEETING DATE: November 17, 2015

TITLE: Proposed Agreement between the Cities of La Verne and Covina for the Transfer of a Portion of Covina's Rule 20A Allocation to the City of La Verne and Written Notice to Southern California Edison Making a Formal Request to Transfer and Assign a Portion of Rule 20A Funds Contained in the Covina Allocation to City of La Verne

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Authorize City Manager to assign \$3.1 million of Covina's Rule 20A Funds allocation to the City of La Verne and execute an agreement establishing a purchase rate of fifty cents (\$0.50) for every one dollar (\$1.00) of Rule 20A Funds for a total purchase price of \$1.55 million payable to the City of Covina by the City of La Verne within five (5) business days of the effective date of the agreement; and
- 2) Authorize the City Manager to deliver a written notice to Southern California Edison, with a copy to the City of La Verne, making a formal request to transfer and assign \$3.1 million of Rule 20A Funds contained in the Covina allocation to and for the benefit of the City of La Verne within five (5) business days of Covina's receipt of the acquisition funds from the City of La Verne.

BACKGROUND:

The California Public Utilities Commission (CPUC) Rule 20A establishes program funding for the undergrounding of overhead utilities by municipalities in the Southern California Edison territory. The CPUC uses a formula to determine annual funding allocations to individual cities that may be used for Rule 20A eligible projects. These allocations, which accumulate until they are expended for undergrounding projects, can only be used to underground electric facilities that meet the strict criteria established by Rule 20A. The CPUC requires that cities maintain active projects or the money may be reallocated to other jurisdictions.

To qualify for funding through these proceeds, projects must produce a benefit to the general public, not just customers in the affected area. This may be satisfied by one or more of the following criteria:

- The location has an unusually heavy concentration of overhead facilities;
- The location is heavily traveled;

- The location is an arterial or major collector road in a City’s general plan; and/or
- The overhead equipment must be located within or pass through a civic, recreational, or scenic area.

DISCUSSION:

The City of Covina has approximately \$4.9 million in unallocated Rule 20A Funds. Given Covina does not have any undergrounding projects planned, the City is proposing to transfer and assign \$3.1 million to the City of La Verne in accordance with the terms of the attached agreement at a purchase rate of fifty cents (\$0.50) for every one dollar (\$1.00) of Rule 20A Funds for a total purchase price of \$1.55 million payable to the City of Covina by the City of La Verne within five (5) business days of the effective date of the agreement. Covina will be able to use the \$1.55 million received from the City of La Verne on priority capital improvement projects, such as pavement rehabilitation, construction of a new senior center, remodel of the City Hall duplicating room into meeting space, and/or other initiatives.

Within five (5) business days of the receipt of the \$1.55 million payment from the City of La Verne, the City Manager must deliver a written notice to Southern California Edison, with a copy to the City of La Verne, making a formal request to transfer and assign \$3.1 million of Rule 20A Funds contained in the Covina allocation to and for the benefit of the City of La Verne.

The City of La Verne shall indemnify, defend, protect, and hold harmless Covina, its elected officials, officers, employees, and agents, from any and all claims, damages, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature arising out of or in any way related to the performance or non-performance of the attached agreement or in connection with the use of Rule 20A Funds from the Covina Allocation in connection with the construction of the Projects, including legal challenges of all types or natures, including but not limited to administrative, judicial, or legislative actions.

The City of La Verne is planning an undergrounding project that qualifies for CPUC Rule 20A Funds. The proposed alignment is approximately 7,180 linear feet along White Avenue generally bounded by Towne Center Drive and First Street. The La Verne City Council will consider the attached agreement at its November 16, 2015 meeting.

FISCAL IMPACT:

Through the proposed transfer and assignment of \$3.1 million of the City’s total available Rule 20A Fund allocation of \$4.9 million to the City of La Verne, the City of Covina will receive \$1.55 million in General Fund revenue that can be used as needed on priority capital improvement projects and/or other initiatives. The proposed purchase rate of fifty cents (\$0.50) for every one dollar (\$1.00) of Rule 20A Funds is consistent with the purchase rates in recent transactions involving other municipalities:

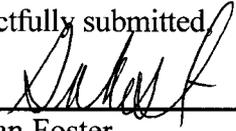
Purchaser	Seller	Purchase Rate (per \$1.00 Rule 20A Funds)	Acquisition Price	Rule 20A Allocation	Date
Newport Beach	Mission Viejo	\$0.55	\$93,482.40	\$169,968	2013
Laguna Beach	Rancho Santa Margarita	\$0.55	\$95,506.00	\$173,649	2013
Newport Beach	Garden Grove	\$0.45	\$831,591.90	\$1,847,982	2012
Newport Beach	Mission Viejo	\$0.50	\$94,127.50	\$188,255	2011
Indian Wells	Placentia	\$0.43	\$480,650.00	\$1,117,791	2010
Average – Purchase Rate		\$0.50			

If approved, the City of Covina would have \$1.8 million in Rule 20A Funds available for future undergrounding projects.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for CEQA compliance and is exempt per Section 15061(b)(3). The project is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The transfer of a portion of the City's Rule 20A Fund allocation to the City of La Verne will not result in any significant effect of the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Agreement between the Cities of La Verne and Covina for the Transfer of a Portion of Covina's Rule 20A Allocation to the City of La Verne

AGREEMENT BETWEEN THE CITIES OF LA VERNE AND COVINA FOR THE TRANSFER OF A PORTION OF COVINA’S RULE 20A ALLOCATION TO THE CITY OF LA VERNE

This Agreement is entered into as of _____, 2015 (Effective Date), by and between the **City of La Verne**, a California municipal corporation with its principal place of business at 3660 D Street, La Verne, California 91750 (La Verne), and the **City of Covina**, a California municipal corporation with its principal place of business at 125 E. College Street, Covina, CA 91723-2199 (Covina). La Verne and Covina are sometimes individually referred to herein as “Party” and collectively as “Parties”.

RECITALS

A. Electric Utilities collect and annually allocate funds to communities to convert overhead electric facilities to underground electric facilities (Rule 20A Funds).

B. La Verne is actively planning one or more projects to underground overhead electric facilities that qualify for the application of California Public Utilities Commission (CPUC) Rule 20A Funds (Projects). La Verne desires to obtain additional Rule 20A Funds allocation to finance such Projects.

C. Southern California Edison (SCE) currently has designated and dedicated a balance of \$4.9 million in Rule 20A Funds for the benefit of Covina (Covina Allocation), and Covina currently has no active projects which can make use of the Covina Allocation.

D. La Verne desires to acquire, for consideration, a portion of the Covina Allocation to use in connection with the Projects, and Covina desires to transfer a portion of the Covina Allocation to La Verne to enable the Rule 20A Funds, which have been allocated to Covina, to be used for their intended purpose of undergrounding electric facilities and to derive economic benefit from the Covina Allocation.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Covina agrees to assign, for use by La Verne, its rights and interests in \$3.1 million of the Covina Allocation to La Verne, and La Verne agrees to acquire, for consideration, \$3.1 million of the Covina Allocation in accordance with the terms of this AGREEMENT.

Section 2. Covina agrees to provide the requested \$3.1 million share of the Covina Allocation to La Verne for Rule 20A, at a purchase rate of **Fifty Cents (\$0.50)** for every **One Dollar (\$1.00)** of Rule 20A funds.

Section 3. Within five (5) business days of the Effective Date, La Verne shall make a payment to Covina in the amount of **One Million, Five Hundred and Fifty Thousand Dollars (\$1,550,000.00)** (Acquisition Price). The Acquisition Price shall be made in immediately available funds via check or wire transfer to an account designated by Covina. The Acquisition Price shall constitute full consideration for the transfer and assignment of the Covina Allocation.

Section 4. Within five (5) business days of Covina's receipt of the Acquisition Price funds, Covina shall deliver a written request to SCE, with a copy to La Verne, making a formal request to transfer and assign the **Three Million, One Hundred Thousand Dollars (\$3,100,000)** of Rule 20A Funds contained in the Covina Allocation to and for the benefit of La Verne. Covina shall cooperate in good faith with La Verne to provide any additional documentation or information that is reasonably requested by SCE to complete the transfer. In the event that SCE is unable to complete the transfer, Covina shall return the Acquisition Price funds to La Verne within ten (10) business day of La Verne's notification to Covina.

Section 5. La Verne acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of the Covina Allocation for use in the Projects and that Covina has not made any representation or warranty to La Verne with respect to same. The actual use of the Covina Allocation by La Verne shall be subject to the rules and procedures adopted by SCE, CPUC, and such other conditions or requirements as are set forth in the Public Utilities Code.

Section 6. La Verne shall indemnify, defend, protect and hold harmless Covina, its elected officials, officers, employees, and agents, from any and all claims, damages, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature arising out of or in any way related to the performance or non-performance of this Agreement or in connection with the use of Rule 20A Funds from the Covina Allocation in

connection with the construction of the Projects, including legal challenges of all types or natures, including but not limited to administrative, judicial, or legislative actions.

Section 7. In the event that either Party is in breach of its obligations as set forth in this AGREEMENT, then the non-defaulting Party shall have the right to terminate this Agreement on ten (10) business days' written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law.

Section 8. All notices to be given pursuant to this AGREEMENT shall be delivered in person or by commercial overnight delivery to the address of the Party set forth above, and addressed to the City Manager of such Party and shall be effective upon receipt.

Section 9. This AGREEMENT shall be governed and construed in accordance with the laws of the State of California, and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Los Angeles.

Section 10. Each Party shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

Section 11. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 12. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

Section 13. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

Section 14. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Section 15. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the dates indicated below.

City:
City of Covina,
a California municipal corporation

City:
City of La Verne,
a California municipal corporation

By: _____
Name: Andrea M. Miller
Title: City Manager

By: _____
Name: Robert Russi
Title: City Manager

Date: _____

Date: _____

Attest:

Attest:

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

By: _____
Name: Lupe Estrella
Title: Deputy City Clerk

Approved as to Form:

Approved as to Form:

By: _____
Name: Candice K. Lee
Title: City Attorney

By: _____
Name: Robert Kress
Title: City Attorney

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 10

MEETING DATE: November 17, 2015

TITLE: Professional Services Agreement with Avery & Associates to Conduct an Executive Search Recruitment for the Position of Finance Director

PRESENTED BY: **Danielle Tellez, Human Resources Director**
John Michicoff, Interim Finance Director *jm*

RECOMMENDATION: Authorize the City Manager to engage Avery & Associates, and to negotiate and execute a professional services agreement to conduct an executive search recruitment for the position of Finance Director

BACKGROUND:

As part of the 2015-16 budget review process, the City Manager proposed a combination of personnel staffing changes, department reorganizations, reduction in personnel, and potential increases in revenue sources. As such, the Finance Director position became vacant in May 2015. It has been staffed through an Interim appointment since July 1, 2015.

City staff conducted a recruitment from June through August to find a suitable replacement. However, after conducting several interviews, staff was unable to make a recommendation to fill the position.

DISCUSSION:

In order to capture a much larger pool of candidates, staff solicited a Request for Proposal from several executive staff recruitment firms with two proposals being received. Those proposals were from Alliance Resource Consulting, LLC and Avery and Associates.

Upon review of the proposals and subsequent professional reference checks, staff has determined that both firms have extensive background in conducting executive level searches for Finance Directors and both would do a fine job in assisting the City to locate a qualified candidate.

Here are some brief summary points of services provided by each vendor:

- Develop an understanding of the specific needs of the City and applicants
- Develop a search strategy and advertise the position via, referrals, recommendations, professional web-site list servers and various other available professional networks
- Conduct thorough candidate assessments including personal interviews
- Formal presentation to the City of each candidate via a “book” or collection of data on the recruitment process
- Assist in the actual interview process as needed

- The approximate timetable is 15 to 16 weeks which would be targeted for mid-February for completion.
- If hired candidate is terminated, each vendor will replace the employee for out-of-pocket costs and no additional consulting fee.

FISCAL IMPACT:

The below chart summarizes the proposed fee for services:

Vendor Name	Consulting Fee	Additional Fee	Out-of-Pocket Fee
Alliance Resource Consulting	\$ 25,000	\$1,500 per meeting in excess of 3	Only Direct Costs
Avery and Associates	\$ 17,900	None	Up to \$7,000

As seen in the chart above, the cost of services for Alliance starts at \$25,000 and may increase depending on whether additional meetings or direct costs are warranted. The cost of services for Avery & Associates would potentially top out at \$24,900. However, since Avery & Associates currently has several recruitments in process within Covina’s geographical area, potential reimbursable costs will be significantly reduced and shared amongst the other clients utilizing their services.

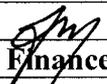
Funding for the executive search recruitment is available in the Fiscal Year 2015-16 Adopted Budget in the General Fund, Water Fund and SACRA Fund due to salary and benefit savings from the personnel reorganization noted earlier in this report.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Danielle Tellez
Human Resources Director

			
City Manager	City Attorney	Finance	City Clerk

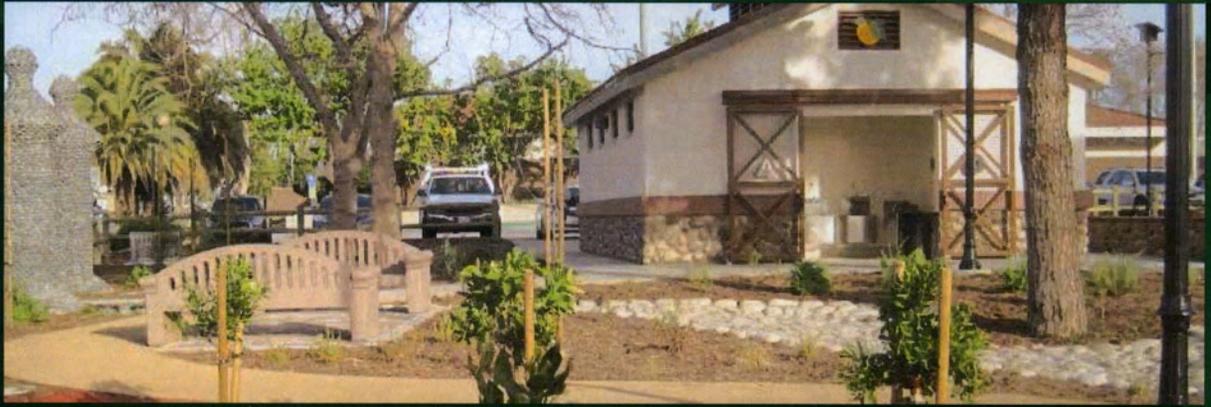
ATTACHMENTS:

- Attachment A: Alliance Resource Consulting, LLC Proposal
- Attachment B: Avery & Associates Proposal

Executive Recruitment Search

FINANCE DIRECTOR

City of Covina, CA



FINANCE DIRECTOR

City of Covina, CA

October 20, 2015

VIA ELECTRONIC MAIL

Ms. Danielle Tellez
Human Resources Director
City of Covina
125 E. College Street
Covina, CA 91723

Dear Ms. Tellez:

Alliance Resource Consulting is pleased to submit this proposal to assist the City of Covina in its efforts to recruit and screen candidates for the Finance Director position. Enclosed is our proposal which outlines how we would partner with your organization to recruit the best individuals. It describes the steps we will take to accomplish the recruitment within your desired timeframe. If you desire some modification of the proposed work program, we would be pleased to discuss that with you.

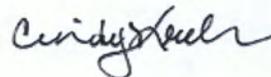
Alliance Resource Consulting's corporate motto is "The Power of Partnership." We take this seriously and have built our reputation on providing services of the highest quality. Alliance Resource Consulting was formed in 2004 when our executive search consultants acquired the highly regarded executive search practice of one of the largest public sector consulting/government services companies in the United States. With the innovative use of technology and a commitment to forming enduring partnerships with our clients, Alliance Resource Consulting is committed to setting a new standard for the industry.

We do not have any potential conflicts of interest from past recruitments or relationships. We will be happy to answer any additional questions you may have. We look forward with great interest to working with you on this very important assignment.

Sincerely,



Sherrill Uyeda
Founding Partner



Cindy Krebs
Regional Director

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FINANCE DIRECTOR

City of Covina, CA

1 – OUR UNDERSTANDING

It is our understanding that the City of Covina wishes to engage an executive search firm to assist in its Finance Director recruitment.

The Finance Director will oversee all functions and operations of the Finance Department with the assistance of eight staff. The role of the Finance Director will include serving as a strategic partner with other members of the executive management team and the City Council.

Alliance Resource Consulting prides itself on its commitment to customer service to both the client and the candidates.

2 – FIRM QUALIFICATIONS



2.1 Project Team

In 2004, Alliance Resource Consulting acquired the national executive recruiting practice of MAXIMUS. We are committed to providing our clients with the highest caliber of service in the industry. Our team of dedicated professionals utilizes custom-built state-of-the-art technology in conducting a search.

We are based out of Long Beach, California. We also have offices in Palo Alto, California; Tallahassee, Florida and Seattle, Washington.

Our current staffing is:

Sherrill Uyeda – Founding Partner
Cindy Krebs - Regional Director, Pacific Northwest
David McDonald – Regional Director, East Coast
Syldy Tom – Manager
Richard Kaplan – Research Consultant
Geoff Gambling – Research Consultant
Linda Kann – Special Projects and Graphics Manager
Mark Vicente – Special Projects Assistant

Sherrill Uyeda and Cindy Krebs will work on this recruitment. Biographies can be found in Appendix B and references can be found in Appendix C.

2.2 Our Experience

We believe we are exceptionally well qualified to assist you. We have extensive nationwide experience recruiting financial executives for government agencies and special districts and have helped to place excellent people in both small and large organizations.

Currently, we are recruiting for the Assistant Chief Financial Officer for the City of Culver City (CA), the Chief Financial Officer, Assistant Chief Financial Officer and the Municipal Utilities Department Finance Officer for the City of Stockton (CA).

FINANCE DIRECTOR

City of Covina, CA

We have completed the following finance recruitments:

- Water and Wastewater Finance Director - Broward County, FL
- Finance Director/City Treasurer - City of Glendora, CA
- Deputy Controller - City and County of San Francisco, CA
- Director of Accounting, Operations and Systems - City and County of San Francisco, CA
- Gross Receipts Tax Director - City and County of San Francisco, CA
- Finance Director - City of El Monte, CA
- Chief Financial Officer - Santa Margarita Water District, CA
- Controller - Rancho California Water District, CA
- Finance Director - Coachella Valley Water District, CA
- Assistant Finance Director - Coachella Valley Water District, CA

Our ability to carry out the work required by your agency is enhanced by our past experience in providing similar services to others, and we expect to continue such work in the future. It should be noted that all of the recruitments listed above were completed on time and within budget.

We will preserve the confidential nature of any information received from you or developed during our work on this recruitment in accordance with our established professional standards.

We assure you that we will devote our best efforts to carrying out the work required. The results obtained, our recommendations and any written material we provide will be our best judgment based on the information available to us.

2.3 Advantages of Our Firm

Relative to your present search requirements, we believe the principal advantages in using Alliance Resource Consulting which differentiate us from other firms are:

- Our track record of success in placing superior senior level executives in particularly sensitive and highly responsible/accountable positions.
- Our specialization in public sector executive search on a nationwide basis.
- Our extensive experience recruiting financial executives for government agencies and special districts.
- Our PROACTIVE recruitment of candidates who may not be seeking new employment and would not normally respond to routine advertising and highly qualified candidates who might be overlooked by traditional recruiting approaches.
- Our ability to develop and meet a recruitment timeline to fit your needs.
- The fact that we assign two professionals to each recruitment to ensure we are always available to quickly respond to your most pressing requirements.
- The quality of our work and the fact that most of our clients have retained our services on more than one engagement.
- Our proven ability to identify and recommend qualified female and minority candidates.
- The transparency of our recruitment process. We will provide you a client login to our recruiting system so you can see how things are progressing at any time. We will also prepare weekly updates for you throughout the peak of the recruiting process.
- Our reputation among clients and candidates for timely communication and documentation (e.g., acknowledgement of receipt of candidate application, client status reports, candidate interviews, client meetings and candidate feedback).



FINANCE DIRECTOR

City of Covina, CA

- The thoroughness of our documented reference, internet and background checks. We request very specific references from candidates and supplement our reports with information gathered from available information sources such as LexisNexis and public records. Our ability to enhance the recruitment process through stakeholder outreach, the use of online surveys, and targeted research.
- The fact that all of our graphics work is done in-house, saving our clients time and money.
- Our promise to conduct the recruitment at the cost proposed. We have never charged a client more than our proposed amount.

3 – RECRUITMENT METHODOLOGY & APPROACH

Alliance Resource Consulting believes that we are an extension of your organization. As such, we work within your expectations and guidelines. Our objective is to find the best qualified candidates. While notices in professional journals may be helpful, many of the best candidates must be sought out and their interest encouraged. Our general familiarity with the organization, knowledge of the field and our relationships with professional organizations make us well qualified to assist you.

Our clients have found that we are able to:

- Develop the appropriate specifications for a position.
- Encourage the interest of top-level people who would be reluctant to respond to advertisements.
- Preserve the confidentiality of inquiries, consistent with State public disclosure and open meeting laws.
- Save a considerable amount of time for client staff in developing and responding to candidates.
- Protect the confidentiality of the information discussed with or received from the client.
- Build consensus among those involved in the hiring process.
- Independently and objectively assess the qualifications and suitability of candidates for the particular position for which we are recruiting.
- Adhere to client's budget and schedule expectations.

If you desire to retain us for a full and thorough recruitment process, we will do the following for your recruitment:

3.1 Strategy Development

We will interview members of the Search Committee and other client contacts to obtain a detailed understanding of the position, key goals and challenges, and organizational culture. We will also discuss expectations regarding desirable training, experience and personal characteristics of candidates. In addition, should you request it, we will conduct/facilitate community outreach meetings and focus group discussions.

We also have experience creating and managing community surveys, should the organization want input from its constituents. We will also gather/review relevant information about the organization, such as budgets, organization and/or department goals, organization charts, etc.

Once our findings have been summarized, we will submit a Recruitment Profile with the desired qualifications and characteristics to you for approval. The Recruitment Profile that will be sent to potential candidates will include information about the organization, the job and the criteria established by you.

3.2 Active Recruitment

Once you have approved the Recruitment Profile, we will actively seek out individuals who meet your expectations. To achieve the best response, we will take a three-prong approach to attracting candidates:

1. **Direct Contact** – We will mail invitations and recruitment profiles to targeted individuals in comparable organizations at the appropriate level. These invitations will be followed up with direct phone calls to potential candidates to gauge interest.
2. **Internal “Job Alert”** – Over the past eleven years, we have developed an active database of over 20,000 candidates who are active in various public sector positions. We will send a new “job alert” to all our registered users in the Alliance Resource Consulting candidate application program. Prospective candidates will be contacted via e-mail with a link to the PDF version of the Recruitment Profile.
3. **Advertisements** – We will place job advertisements in the appropriate professional journals and on-line sites.

As a matter of corporate policy, we do not discriminate against any applicant for employment on the basis of race, religion, creed, age, color, marital status, sex, sexual preference, disabilities, medical condition, veteran status or national origin. A substantial percentage of the placements made by our firm have been minority or female candidates.

Frequent communication with our clients is a hallmark of our firm. While consultants will provide regular updates on the progress of your search, you will also be able to access up-to-date ‘real time’ information regarding your search from our secure website.

3.3 Candidate Evaluation

We will review, acknowledge and evaluate all resumes received. Candidate evaluation will begin with an analysis based upon criteria contained in the Recruitment Profile, information contained in the resumes submitted to us, and our knowledge of the people and organizations for which they work.

The next phase in candidate evaluation will focus on gaining additional information from the qualified group of candidates through written supplemental information questionnaires and other resources. Telephone interviews will be conducted with the most promising candidates to gain a better understanding of their backgrounds, qualifications and interest in the position.

3.4 Progress Report Meeting

After the resume deadline, we will submit to you a progress report of the leading candidates. This report will include summary resumes, supplemental information, and the original resumes of those candidates we believe to be best qualified for the position. Supplemental information on a candidate typically includes: the size of the organization for which the person works, reporting relationships, budget responsibility, the number of people supervised, related experience and reasons for interest in the position. Any other specific information will be dictated by the criteria set forth in the Recruitment Profile.

The purpose of our progress report is two-fold. It allows you an opportunity to review the candidates and choose those who you would like to invite to be interviewed for the position. It also allows us to receive feedback on the caliber of the candidates recruited. In addition, at this point we will have conducted preliminary background checks on each of

the presented candidates. Of course, we are flexible and may consider other individuals as final candidates who are subsequently identified and were not included in the progress report.

3.5 Preliminary Interviews

We will interview (either in person or via video-conference) those candidates identified by you to be the leading candidates. We will conduct a preliminary interview with questions that focus on the selection criteria. Additionally, we will verify degrees and certifications and continue to gather information about the candidate's professional backgrounds.

3.6 Client Interviews & Interview Books

We will assist you in scheduling final candidates for interview with your organization, and will send the candidates packets of information which we obtain from you should you request it (e.g., information about the organization and the geographic area, budgets, etc.).

We will prepare final interview books for the selection panel. These books will include interviewing/selection tips, suggested interview questions, and rating forms for your use. Candidates will not be ranked, for we believe it will then be a matter of chemistry between you and the candidates.

We will also be on-site for the interview day(s). We will brief the interview panel at the start of the interviews and will facilitate the process throughout the day. After the last candidate interview, we will assist you in "debriefing" the interview panel members.

As part of our process in evaluating candidates, we make telephone reference checks. In conducting these references, it is our practice to speak directly with individuals who are, or have been, in a position to evaluate the candidate's performance on the job. To gain a well-rounded impression of the candidates, we speak with current and prior supervisors, peers and subordinates. These references and our evaluations provide you with a frank, objective appraisal of the candidates. Once we finalize references on the top one or two candidates and conduct credit/criminal/civil litigation/motor vehicle record checks through an outside service, we will provide you with a detailed candidate evaluation report.

3.7 Special Assistance

Our efforts do not conclude with presentation of the final report. We are committed to you until a successful placement is made. Services that are routinely provided include:

- Arranging the schedule of interviews and the associated logistics for final candidates.
- Advising on starting salary, fringe benefits, relocation trends and employment packages.
- Acting as a liaison between client and candidate in discussing offers and counter offers.
- Conducting a final round of reference checking with current employers (if not previously done for reasons of confidentiality).
- Notifying those candidates who were not recommended for interview of the decision. Following up with the client and the selected candidate once he/she has joined the organization to ensure a smooth transition.

FINANCE DIRECTOR

City of Covina, CA

4 – OUR CLIENT'S ROLE

The client has a very important role in the recruitment process. While we may identify and recommend qualified candidates, it is the client who must make the decision about which candidate to hire.

In order to insure that the best candidates are available from which to choose, our clients should be willing to do the following:

- Clearly inform us about matters relevant to the search that you wish to keep confidential (e.g., salary, personnel issues, and other privileged information).
- Supply us with the names of people you have previously interviewed/ considered for this position.
- Forward us copies of the resumes you receive, to avoid duplication of effort.
- Provide feedback to Alliance Resource Consulting regarding the information and recommendations provided by us.
- Promptly decide upon and follow up in scheduling interviews with the most promising candidates.
- Assist in providing information to candidates that will enable them to make their career decisions.
- Uphold confidentiality (while respecting relevant state laws about open disclosure) to protect the integrity of the recruitment process, as well as the candidate's involvement.

By doing the above, we will maximize the likelihood of mutual success.

Finally, please be reminded that the United States Immigration Reform and Control Act of 1986 requires that all employers verify an employee's eligibility to work in the United States. Since Alliance Resource Consulting cannot serve as your agent in this matter, your hiring process should include this verification procedure.

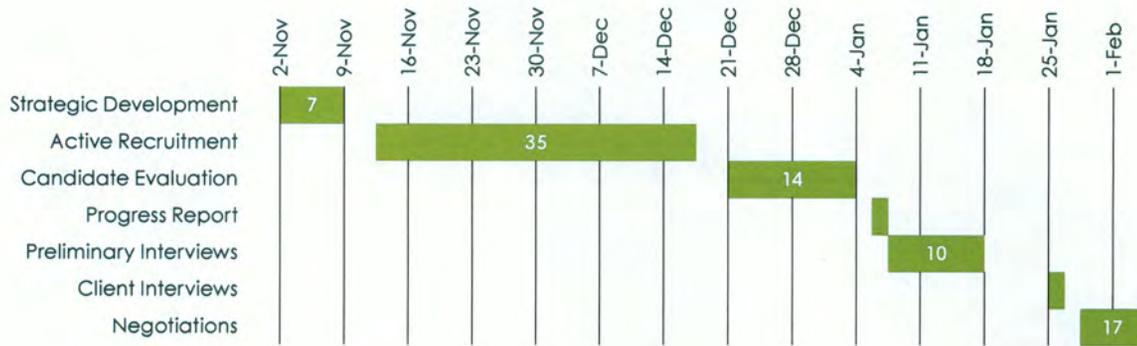
5 – PROJECTED TIMELINE

The following is a typical schedule to conduct a thorough recruitment. However, we would be pleased to modify this to meet your needs:

1st Week	Meet with the appropriate individuals to gather background information.
	Develop and obtain approval for the Recruitment Profile.
2nd - 3rd Week	Develop a list of potential candidates to target.
	Prepare and place advertisements, if desired.
4th - 9th Week	Active recruitment--solicit, receive and acknowledge resumes.
10th Week	Evaluate resumes and gather supplemental information. Submit progress report and meet with you to review leading candidates.
11th Week	Verify degrees and certifications and interview the best qualified candidates.
12th - 14th Week	Submit final report and initiate the interview process with you.
Following Interviews	Conduct references, credit/criminal/civil litigation/motor vehicle record checks, and assist with negotiations.

FINANCE DIRECTOR

City of Covina, CA



6 – ALLIANCE ADVANTAGES

6.1 Technology

Alliance Resource Consulting is the only firm to utilize a custom-built “online” client/candidate management system. This custom system allows candidates to input their resumes and cover letters on our website. (For candidates who wish to email or mail us a hard copy of their resume, we will input the information for them.) One of the benefits of our system is that it enables our client contact to check the latest applicant list in real-time.

One of our strengths is our use of social media to best market the recruitment. We have active accounts on LinkedIn, Twitter and Facebook. The use of social media allows us to contact our network and “followers” to alert them to our recruitment announcements, informational updates and reminders. It allows us to stay one step ahead of our competitors.

Alliance Resource Consulting is always searching for new ways technology can help us save our client’s money. One way we do this is by using Skype to interview out of town candidates. Our innovative ways have set us apart from our more traditional competitors.

6.2 Stakeholder Outreach

Our firm has used several methods, including stakeholder meetings, community forums and surveys, for stakeholder outreach in a number of previous recruitments. For example, for the previous City of San José City Manager recruitment, our consultants facilitated 13 community outreach meetings where citizens were invited to attend and express their opinions about what they were looking for in city manager candidates. For the City of Alexandria’s City Manager recruitment, we also met with special interest groups such as business leaders, Chamber of Commerce members and historic preservation groups.

During the recruitment of the City Administrator for the City of Huntington Beach (CA), the consultants met with each councilperson, each department head, conducted an open citizen forum and a forum for a group of stakeholders comprised of two citizens recommended by each councilperson. For the City Manager recruitment conducted for the City of Moreno Valley (CA), the consultants conducted a community panel as well. Our previous experience in stakeholder outreach makes our firm very qualified to conduct the meetings with the Mayor’s Office and City Council Members as well as facilitate multiple stakeholder outreach forums throughout the City that your request for proposal outlined.

FINANCE DIRECTOR

City of Covina, CA

Lastly, our firm has significant experience in creating community surveys should you wish to provide this option to your community. We have utilized surveys for many of our recruitments and can prepared them in different languages, if required. The surveys can be accessed on-line, or at our office and our client's office.

6.3 Diversity Outreach

Striving for diversity in our recruitments is a hallmark of our firm. We use a variety of sources for outreach to various minority communities to ensure the desired diversity of our candidate pool. In addition to our personal contacts in various minority communities, we advertise our positions in publications that target minorities in government and further publicize the position through minority organizations such as Blacks in Government and the International Hispanic Network. To ensure a diverse pool, we also create a recruiting list of qualified candidates from communities that have a comparable level of diversity as our client's community.

We have created lists for comparable diversity during recruitments for the City Manager for the City of Compton (CA), the City of Tigard (OR), the Assistant City Manager/Chief Operating Officer for the City of Ventura (CA), and the Assistant City Manager for the City of Irvine, CA. The final pool for the City of Irvine included three women among the six finalists. We also collect Equal Employment Opportunity (EEO) information on our candidate pool. This information is accessible to our clients in real time on our company website.

6.4 Weekly Client Updates

Our consultants provide our client contacts written recruitment updates on a weekly basis. These updates include work done that was completed during the week and what we expect to work on the following week.

7 – RECRUITMENT COSTS

The three major client meetings will be: one to develop the Recruitment Profile, one to present our Progress Report, and one to attend the first round of candidate interviews. We propose a fixed fee of \$25,000 for the work outlined above. If additional on-site meetings are required, a budget increase of \$1,500 per meeting will be added to the fee. Please note that this amount does not include reimbursement of candidates who travel to be interviewed by you. Unless you notify us to the contrary, we will assume that you will handle these reimbursements directly.

Our fee will be split among four equal invoices. All invoices are due and payable upon receipt. We do NOT base our fees on a percentage of the position's salary.

Our billing schedule on a retained fee (and based not on an hourly rate) is as follows:

1st Billing	Due after Start Meeting	First Phase	\$6,250
2nd Billing	Due upon our submittal of a draft recruitment profile	Second Phase	\$6,250
3rd Billing	Due after we meet and submit our Progress Report to you	Third Phase	\$6,250
4th Billing	Due after the client conducts interviews with finalists	Fourth Phase	\$6,250

Please note that this is a standard billing schedule and can be modified as requested.

FINANCE DIRECTOR

City of Covina, CA

You may discontinue this assignment at any time by written notification. In the unlikely event that this occurs, you will be billed for all expenses incurred to the date of the cancellation, and for professional fees based upon the time elapsed from the commencement of the assignment to the date of cancellation. If a cancellation occurs within the first 30 days of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.

Guarantee

We are committed to working with you until a placement is made. However, if the selected candidate (recommended by us for hire, and excluding internal candidates) should be terminated within one year from the date of hire, we will re-do the search for no additional professional fee. Naturally, we would expect to be reimbursed for any expenses that might be incurred.

8 – ALLIANCE SUMMARY

Thank you for reviewing our proposal. Should you decide to retain Alliance Resource Consulting for your executive search needs, we will do the following:

- Partner with you and act as an extension of your organization.
- Define a recruitment strategy and timeline, develop a recruitment profile and attract/research prospective candidates.
- Conduct a multi-layered candidate screening analysis on the applicants.
- Communicate frequently and on-time with both the client and candidates.
- Allow client contacts to access the recruitment database in real time from remote sites.
- Interview and screen leading finalists.
- Facilitate the client interview process.
- Complete the candidate selection and closure of recruitment.

Our firm's motto is "the Power of Partnership" and we are committed to adding value to your organization's goals and mission. We bring an ethical, transparent and well-documented recruitment process to all our clients.

9 – CONTACT INFORMATION

Sherrill Uyeda Office: (562) 901-0769 x331
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 E-mail: suyeda@alliancerc.com
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 E-mail: ckrebs@alliancerc.com
 Skype: cindyk_arc



FINANCE DIRECTOR

City of Covina, CA

ALLIANCE RESOURCE CONSULTING LLC

HEADQUARTERS

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SEATTLE, WASHINGTON

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 Alliance Resource Consulting, LLC



FINANCE DIRECTOR

City of Covina, CA

APPENDIX-A

Finance Searches Conducted by Alliance Resource Consulting

Agoura Hills, CA, City of	Finance Director
Arlington County, VA	Comptroller
Barstow, CA, City of	Finance Director
Broward County, FL	Water and Wastewater Finance Director
Burbank, CA, City of	Finance Services Director
Coachella Valley Water District, CA	Director of Finance
Covina, CA, City of	Finance Manager
El Monte, CA, City of	Finance Director
El Segundo, CA, City of	Assistant Finance Director
Glendora, CA, City of	Finance Director/City Treasurer
Huntington Beach, CA, City of	Finance Director
Kansas City, MO, City of	Business Manager
Long Beach, CA, City of	Accounting Operations Officer
Long Beach, CA, City of	City Controller
Moulton Niguel Water District, CA	Director of Finance
Sacramento, CA, City of	City Treasurer
Sacramento County, CA	Chief Financial Officer
San Francisco, CA, City/County of	Audit Director
San Francisco, CA, City/County of	Gross Receipts Tax Director
San Francisco, CA, City/County of	Deputy Controller
San Francisco, CA, City/County of	Director of Accounting, Operations and Systems
Santa Clara Valley Water District, CA	Chief Financial Officer
Santa Fe Springs, CA, City of	Director of Finance
Santa Margarita Water District, CA	Chief Financial Officer
Yorba Linda Water District, CA	Finance Director

APPENDIX-B

BIOGRAPHIES

Sherrill A. Uyeda – Founding Partner

Sherrill Uyeda has over fifteen years of public sector executive search experience. She began her career in executive search in 1998 with Norman Roberts & Associates, Inc. From 1999 to 2004, Ms. Uyeda was an executive search consultant with MAXIMUS, a leading government consulting firm which assists state, federal and local governments. In 2004, along with Eric J. Middleton, she founded Alliance Resource Consulting LLC.

Since 2007, Ms. Uyeda has been instrumental in expanding the organization's presence to include regional offices in Palo Alto (CA), Tampa (FL) and Seattle (WA). She fosters an environment of frequent communication to both clients and candidates and transparent and ethical recruitments on a timely basis. Her leadership and collaborative skills have led to an impressive hiring and retention rate.

Ms. Uyeda's track record of recruiting high-profile government executives across the nation in various industries include: city and county management, transportation, utilities, human resources, library services, building and planning, economic development and pension and retirement systems. Past clients for nationwide recruitments have included the City/County of San Francisco (CA), the County of Los Angeles (CA), Arlington County (VA), Broward County (FL), the City of Atlanta (GA), the City of Alexandria (VA), the City of Boston (MA), the City of Dallas (TX), and the City of San José (CA). Past retirement systems, she has recruited for are: Contra Costa County Employees Retirement Association, Fresno County Employees Retirement Association, Kern County Employees Retirement Association, Marin County Employees Retirement Association, Santa Barbara County Employees Retirement System, and Sonoma County Employees Retirement Association.

Additional areas of expertise include: facilitating community forums and outreach meetings, conducting multi-lingual citizen surveys and compensation and benefits negotiations.

Ms. Uyeda graduated from the University of Southern California, with both a Bachelor of Arts degree in Communication Arts and Sciences and a Master of Public Administration degree. She is a member of the Society for Human Resources Management.

Cindy Krebs – Regional Director

Cindy Krebs joined Alliance Resource Consulting in 2012 after serving more than 25 years as a high level manager and principal consultant for local governments, regional agencies and special districts. The experience she gained while working in the public sector gives Ms. Krebs a unique understanding of the complexities associated with public service careers as well as a strong appreciation for people who choose to dedicate themselves to improving the communities they serve. Ms. Krebs is highly adept at working with executive management teams, Board members, and community/special interest group and has managed several high profile recruitments for Alliance.

Ms. Krebs graduated from Baker University with Bachelor of Art degrees in both Communications and Spanish. She is also a graduate of CORO's Orange County Leadership program. Ms. Krebs is fluent in Spanish and proficient in French and Italian.



FINANCE DIRECTOR

City of Covina, CA

APPENDIX-C REFERENCES

City of El Monte, CA

Name: Debbie Scott-Leistra
Title: Director of Human Resources/Risk Management
Phone #: (626) 580-2040

City of Anaheim, CA

Name: Ed Cruz
Title: Sr. Personnel Analyst
Phone #: (714) 765-5243

City of Glendora, CA

Name: Victoria Cross
Title: Director of Human Resources & Risk Management
Phone #: (626) 914-8204

City of Long Beach, CA

Name: Pat West
Title: City Manager
Phone #: (562) 570-6916



October 22, 2015

Danielle Tellez, HR Director
City of Covina
125 E. College Street
Covina, CA 91723

Dear Ms. Tellez:

We are pleased to submit our proposal for the recruitment of the new Finance Director for the City of Covina. We take great pride in providing our clients exceptional service and excellent results. These successful client partnerships result from an active and comprehensive level of Principal involvement leading to positive business relationships and highly satisfied clients.

Our firm is well qualified to support you in this assignment based on our extensive public sector experience and specifically our expertise in finance related recruitments. We feel our experiences in doing similar recruitments would be beneficial in helping assess the right fit for the position. Currently, we are conducting recruitments for Finance Director for the City of El Segundo, CFO for the Ventura County Health Care Agency, Administrative Services Director for the City of Sausalito and a Finance Manager for the Clark County Water Reclamation District. Recently we completed a Finance Director recruitment for the City of Oxnard. In 2014, we also completed Finance Director recruitments for the cities of Pleasanton, South San Francisco and Benicia; Finance and Technology Director for the City of Ventura, Chief Financial Officer searches for the City of Santa Rosa and Silicon Valley Clean Water and Administrative Services Director recruitment for the City of Albany. In the past 36 months, we completed searches for Administrative Services Director for the cities of Los Altos Hills and Moreno Valley, Finance Director for the cities of Stockton and Piedmont, and Director of Finance/Administration for the South Orange County Wastewater Authority. Based on our recent assignments, our database of finance professionals is extensive and would be very beneficial to the City in this project.

Following your review of this proposal, we hope our credentials will provide the basis for your positive consideration of our firm. Enclosed you will find the following information:

- Company Profile
- Firm Qualifications

William Avery & Associates, Inc.
Consultants to Management

3-1/2 N. Santa Cruz Ave., Suite A
Los Gatos, CA 95030
408.399.4424
Fax: 408.399.4423
www.averyassoc.net



October 22, 2015

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City of Covina
125 E. College Street
Covina, CA 91723

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- Company Profile
- Firm Qualifications
- Recruitment Team

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- Recruitment Plan
- Consulting Fee
- Guarantees & Ethics
- Recruitment Timeline

Thank you for the opportunity to be considered for this recruitment. If you have any questions, please do not hesitate to call me at 408-399-4424.

Sincerely,

William Avery
William H. Avery

WHA:jmc



PROPOSAL FOR THE CITY OF COVINA FOR THE RECRUITMENT OF A FINANCE DIRECTOR

William Avery & Associates, Inc. – Our Profile

William Avery & Associates, Inc. (Avery Associates) is a successful and service focused Management Consulting firm based in Los Gatos, California. Incorporated in 1982, the firm specializes in Executive Search, Labor Relations and Human Resources/Management Consulting.

The firm currently includes two Principals and several key consultants. Bill Avery, the founder of Avery Associates, heads the firm. He oversees the Labor Relations practice and leads key searches. Paul Kimura is the Principal who oversees the Executive Search and Recruitment practice. Key staff members include Cris Piasecki, who supports the search practice and the firm's administrative staff includes Tomi Ewing, the Finance/Contracts Administrator, and Jackie Collins, Jessica Towner and Michelle Ross. Temporary staff as needed augments the team.

Mr. Avery, having served in the past as a City Manager, provides the firm with direct experience and knowledge of city administration. Mr. Kimura's expertise in executive, technical and business recruitment, which he gained during his nineteen years of high technology experience, provides the basis for many of the recruitment strategies and tactics utilized by the firm. Collectively and combined, the firms Principals offer exceptional expertise in the area of public sector recruitment and consulting.

Firm Qualifications – What Differentiates Avery Associates

Exceptional service delivery and a very high quality work product provide excellent results for our clients. This begins with the initial client meetings, which lead to detailed timelines for deliverables followed by weekly recruitment status updates following initiation of the search. Our candidate outreach efforts are professionally and confidentially conducted. The evaluation materials we provide clients are routinely characterized as accurate, comprehensive and of very high quality. We believe more so than any other public sector recruitment firm. This is largely based on our interview system utilizing behavioral interview techniques. This leads to a quality product with excellent end results for our clients.

The service element is based on two factors: The first is the collective service philosophy from all of our organizational team members. They are each dedicated to providing service and support to clients. The second factor is based on the high level of engagement and participation from the firm Principals in every search assignment. This hands-on involvement includes client interface, identifying and developing the ideal candidate profile and position specification, development of the search strategy, candidate outreach, interviewing and assessment, completion



of reference interviews, candidate presentation, final interview facilitation and when desired, negotiation of employment terms with the successful candidate.

Recruitment Team for the City of Covina

Bill Avery will serve as the Project Lead for this assignment. Mr. Avery will be personally involved in the initial client meetings, development of the ideal candidate profile and search strategy, interviewing and assessment of candidates, the presentation of candidates, attendance at final interviews and will be available throughout the search process to provide other related consulting services.

Recruitment Plan and Services Provided

I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. Mr. Avery will meet with the key decision makers to discuss the organizational needs and position requirements. Our goal for this aspect of the recruitment process is to:

- Understand the City and departmental priorities for this position.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes, interpersonal skills and operational style of the ideal candidate.
- Discuss the goals, objectives, deliverables, and challenges related to this position.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to this opportunity.

We would welcome the opportunity to have other discussions with various key staff as appropriate. Based on these discussions, a candidate profile and a final recruitment strategy will be presented for final approval. The ideal candidate profile would be incorporated into the formal position announcements. The candidate profile is also utilized in various other means as a marketing tool, an advertising copy, and for other announcements.

II. Development of the Search Strategy and Advertising

The search strategy is developed in conjunction with the organizational assessment. The final approach is based on your input and considerations during the assessment activity. For this assignment, we feel it is critical to develop a high level of visibility with a



comprehensive outreach program supplemented by a focused targeted recruitment approach. We would incorporate the following elements into the search:

- Original research, which consists of identification and contact of incumbents who meet the profile, and would be a possible source of candidates.
- Development of a targeted candidate list to be contacted by phone or e-mail, based on contacts, referrals and recommendations from key sources and other current and former Finance personnel who have extensive contacts and networks in this area.
- Active referral solicitation from various sources and contacts within the not-for-profit community and the finance community, developed from our many years of recruitment consulting.
- Internet job postings on local, regional and national employment bulletin boards, especially those which focus on finance, and on our company website.
- Public information sources that include various membership listings such as the League of California Cities, California Society of Municipal Finance Officers (CSMFO) and GFOA.
- An extensive, personalized mailing campaign to individuals identified through the means identified above and/or those affiliated with Finance throughout the state and country.
- Advertising in JOBS AVAILABLE Magazine and other publications or periodicals deemed appropriate for this search.
- Utilization of our extensive key executive contacts included in our recruitment database.

III. Candidate Assessment

Our assessment process involves several “tiers” of evaluation. All candidates responding to these positions will initially, be evaluated based on their resume and if appropriate, an extensive phone “screening” by a firm Consultant. Candidates who pass the initial “qualifying” criteria are then scheduled for a formal interview with Mr. Avery. These extended personal interviews typically take one hour and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place.



In interviewing candidates, we utilize a methodology based on “behavioral” interview techniques. Fundamentally, this approach explores a candidate’s past accomplishments and experiences. The philosophy here is that the best indicator of future performance is assessing past behavior. This methodology allows the firm to “project” how a candidate would approach and address challenges in the new position.

Those individuals who best fit the position requirements will have a Candidate Assessment Report developed by the Principal who conducted the interview. Additionally, two initial reference interviews are performed on these candidates. The reference interviews provide our clients with additional insights on the candidate’s “behavior” and style.

IV. Candidate Presentation

Upon completion of formal interviews and initial reference interviews, a selection of candidates for presentation is made. Typically, the number of final candidates requested by our clients range from five to seven. We feel our extensive screening, interview, and reference process; combined with the knowledge gained during our initial assessment period, enable our client to proceed with fewer rather than more finalists.

The final candidates are presented in our candidate presentation “book.” Each finalist will have a file consisting of a candidate summary sheet, a resume, the Candidate Assessment Report (based on the formal interview), and candidate reference reports.

V. Selection Process

Once the final candidate interview group is identified, we will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will also provide candidates with guidance related to travel planning, hotel accommodations, as well as other interview planning issues.

VI. Recruitment Closure and Follow-Up

Based on the firm’s experience in human resource management and executive search, we are able to assist our clients in the formulation of appropriate compensation and other employment arrangements. We will be available throughout our retention to assist in this process.

As a matter of policy, Avery Associates monitors the transition and progress of any executive we place with a client. Within the first three to six months after the City has hired the individual, we will speak with that individual to ensure that an effective transition has occurred. During the same period, we will also review the individual’s status with your office.



Consulting Fee

Based on the services described in our proposal, the professional services consulting fee for this recruitment will be \$17,900. Our invoicing for professional services would be \$6,900 at the outset of the search. A second invoice of \$5,500 would be submitted upon the Clients acceptance of a finalist candidate group. The final balance of \$5,500 would be invoiced upon acceptance of a job offer constituting completion of the search. Our invoicing models ensures the firm will remain totally committed to the City throughout the duration of the search as the final invoice is not submitted until the City has an accepted candidate. The consulting fee will be inclusive of all services defined within this proposal unless otherwise stated.

In addition to the Professional Services Fee, normal and direct out-of-pocket expenses associated with the search are charged back to the client. Expenses for this assignment would be a not-to-exceed amount of \$7,000 without the express consent of the City. These expenses include: advertising, clerical time, supplies, printing, telephone, postage, background checks, and consultant travel for client discussions, meetings and local or out-of-area candidate interviews. All expense items will be detailed and billed on a monthly basis.

Guarantees and Ethics

Whenever William Avery & Associates, Inc. is retained; we make several guarantees and commitments to a client. Due to our experience, knowledge and success within the management-consulting field, we assure a client that we will only present candidates who meet a substantial majority of the ideal qualifications that you have outlined. We are also committed to continue our search efforts until a successful candidate is employed.

It is also our practice to replace a candidate who may voluntarily resign during the first year of his/her employment. This same commitment applies if the client finds it necessary to terminate or to request the resignation of the selected individual in the first year for any reason. In either case, we invoice a client only for out-of-pocket expenses incurred in identifying a replacement.



**CITY OF COVINA
FINANCE DIRECTOR – RECRUITMENT SCHEDULE**

Description (Weeks)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Initial meeting(s)	<u>1</u>																			
- Job announcement draft			<u>3</u>																	
- Advertising and marketing in place.			<u>3-4</u>																	
- Recruitment strategy finalized			<u>3-4</u>																	
- Approve and print job announcements			<u>4-5</u>																	
Recruitment period								<u>4-10</u>												
- Candidate screening								<u>6-10</u>												
Candidate Interviews												<u>11-12</u>								
- Complete references													<u>13</u>							
- Preparation of candidate book													<u>13</u>							
Presentation of candidates														<u>14</u>						
Final interviews																<u>16</u>				



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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 11

MEETING DATE: November 17, 2015

TITLE: Professional Services Agreement with Rice, Englander and Associates for Legislative Advocacy

PRESENTED BY: Andrea M. Miller, City Manager

RECOMMENDATION: Approve the Professional Services Agreement with Rice, Englander and Associates for Legislative Advocacy and authorize the City Manager to execute the Agreement on behalf of the City.

BACKGROUND:

A goal of the City's intergovernmental relations program is to enable timely and effective advocacy of the City's interests on pending legislation and issues at the local, regional, state and federal government agencies. Because of the significant impact of state decisions and actions on City business, emphasis is placed on working with state agencies.

DISCUSSION:

One of the most effective ways to influence and advocate on behalf of the City is to engage the services of a consultant who has experience effectively advocating at the state government, has an understanding of the complexity of the system and the legislative process, and is located in Sacramento at the State Capitol. This ensures the City has the latest information about legislation that can potentially impact the City and provide the necessary intelligence to enable the City to actively engage in the process and drive legislation to the extent possible to achieve the best result for Covina. This type of consultant or advocate can also assist in drafting and presenting new legislation for consideration should the need arise and assist the City in maneuvering through the various state departments and agencies to address administrative and regulatory matters and obtain support in terms of funding.

Rice, Englander and Associates has served the City well since February 2011, and has kept the City updated and engaged as to the developments in Sacramento that affect Covina. This has been especially critical at a time when the state has pursued legislation that has negatively impacted local government and the ability to deliver services to our constituents.

Rice, Englander and Associates provides regular updates related to the numerous bills going through the legislative process that may potentially impact local governments and/or the City of Covina. Additionally, Rice, Englander and Associates prepares City officials and staff for meetings with state legislators and their respective staff and assists in drafting letters of support or opposition for legislation that affects Covina.

The Professional Services Agreement with Rice, Englander and Associates expired on October 17, 2015. Given the quality of service received, staff recommends the City continue to engage the firm for legislative advocacy services.

Attached is a proposed Professional Services Agreement between the City and Rice, Englander and Associates for Legislative Advocacy for a twelve (12) month period through November 17, 2016, with two additional one-year terms upon written notice from the City Manager. The proposed agreement may be terminated without cause with seven (7) days' written notice by either party.

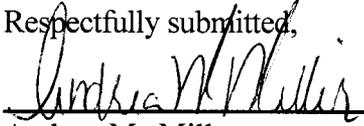
FISCAL IMPACT:

The annual cost for the advocacy services is \$3,000 per month, or \$36,000 per year. Funding is included in the FY 2015/16 Adopted Budget. In future years, the funding will be proposed for inclusion by the City Council in the adopted budgets.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,



Andrea M. Miller
City Manager

			
City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Proposed Professional Services Agreement

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 17th day of November, 2015 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 Rice/Englander & Associates, a partnership with its principal place of business at 6005 Camellia, Sacramento, CA 95819 (“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 information to City staff and City Council regarding activities occurring at the State Capitol as they relate to the City of Covina, 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 information on State activities as they relate to the City of Covina 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 consulting services necessary for the Project (“Services”). All Services shall be subject to, and performed in accordance with, this Agreement, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from November 17, 2015 to November 17, 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 City may elect to extend this Agreement for two additional one year terms by written notice from the City Manager to Consultant

within ten (10) days prior to the expiration date of the Agreement. In no event shall this Agreement be extended beyond November 17, 2018.

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. 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: TONY RICE.

3.2.5 City's Representative. The City hereby designates Andrea M. Miller, City Manager, 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 TONY RICE, or his 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.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 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*: \$2,000,000 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.

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 \$1,000,000 per claim, and shall be endorsed to include contractual liability.

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) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; 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.

(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.

(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 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.

3.2.11.5 Separation of Insureds; No Special Limitations. 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.

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 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.

3.2.11.8 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.

3.2.11.9 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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement which shall not exceed a total monthly compensation of three thousand dollars (\$3,000.00) for an annual total of thirty-six thousand dollars (\$36,000.00) without written approval of City's 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.

3.4 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:

Tony Rice
Rice/Englander & Associates
6005 Camellia Avenue
Sacramento, CA 95819

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Andrea M. Miller, City Manager

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 ENGLANDER/RICE KNABE & ALLEN**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 17th day of November, 2015.

CITY OF COVINA

By: _____
Andrea M. Miller
City Manager

Attest: _____
Sharon Clark
Chief Deputy City Clerk

**RICE/ENGLANDER & ASSOCIATES
a PARTNERSHIP**

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)



CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 1

MEETING DATE: November 17, 2015

TITLE: Proposed Ordinance Repealing Chapter 5.12 (“Billiard Parlors, Billiard and Pool Tables”) and Modifying Regulations Relating To Dancing and Entertainment By Repealing Chapter 5.28 (“Dance And Dance Halls”) and Adopting A New Chapter 5.28 (“Entertainment”) In Title 5 (“Business Licenses And Regulations”) of the Covina Municipal Code

PRESENTED BY: Chief Kim Raney, Covina Police Department
Captain Derek Webster, Covina Police Department
Stephanie Stabio, Associate Planner, Covina Police Department
Brian K. Lee, AICP, Community Development Director

RECOMMENDATIONS: (1) Conduct a public hearing considering Ordinance No. 15-2046; close the public hearing; introduce and waive further reading of Ordinance No. 15-2046; and direct staff to agendize the Ordinance for second reading and adoption.

(2) Direct staff to analyze costs related to various permits established pursuant to the proposed ordinance and prepare a resolution establishing the fees for City Council consideration; and

(3) Direct staff to create a “one-time CUP Modification” program related to entertainment-related conditions of approval and present the proposed program to the City Council for further consideration at a future meeting.

BACKGROUND:

The City of Covina has a long history of encouraging the development of art and culture in the City, and it recognizes that the variety of entertainment venues within the City provide a rich and diverse cultural experience for its residents and visitors. The City also recognizes that establishments that provide entertainment – especially when alcohol is also furnished at that location, have the potential to generate excessive noise disturbances, disorderly conduct by patrons both inside and outside of the establishment, and other adverse impacts upon the health, safety, and welfare of surrounding business and residential community.

Since 1964, in an effort to mitigate the negative impacts generated from entertainment establishments, the City has required the owner to obtain a regulatory permit before providing dance or other forms of entertainment within the City. However, other than a few minor modifications in 1972 and 1973, the City’s regulation of establishments that provide or allow dance and/or entertainment has remained static since 1964.

In addition to regulating dance and/or entertainment through a regulatory permit, some business establishments that provide entertainment are also regulated through a conditional use permit (e.g., restaurants that furnish alcoholic beverages and entertainment). However, there are several establishments that provide a form of live or non-live entertainment that do not fall within the parameters of a conditionally permitted use and it is only through a regulatory entertainment permit that the City can impose conditions designed to prevent the adverse impacts resulting from such establishments.

Since 1964, there has been a surge in establishments that provide some form of entertainment, whether live or non-live, in an effort to gain or hold the attention of patrons – especially at establishments that serve food and alcoholic beverages. Most recently, there has been an increase in restaurants that have been approved by the City and the Department of Alcoholic Beverage Control to be bonafide eating establishments that, through the provision of alcohol and entertainment, are morphing into “nightclub” establishments without adequate regulations designed to prevent the adverse secondary impacts that such establishments create.

Despite strong efforts by City staff to enforce the current regulations pertaining to dance and other forms of entertainment, Police Department data supports the premise that establishments that provide or otherwise allow entertainment (especially those that also provide alcoholic beverages) routinely generate a greater percentage of police-related calls and require a greater number of police service hours than establishments that do not provide entertainment.

Although the City remains committed to supporting the vibrant nightlife that exists in Covina, it is imperative that the City revise and strengthen its entertainment regulations, both live and non-live, in order to (i) keep pace with the changes in the entertainment industry – including the regulation of event promoters used by establishments that provide entertainment, (ii) to provide clear direction to City businesses and City staff, and (iii) to continue efforts to deter the adverse and potentially deleterious impacts resulting from such business establishments.

In an effort to allow staff to draft a comprehensive ordinance regulating live and non-live entertainment, in September 2015, the City Council adopted Ordinance No. 15-2040 which imposed a moratorium that prohibited for a period of forty-five days (1) the issuance of any new permits for dances or entertainment venues and uses and (2) the establishment or expansion of dance or entertainment venues or uses. In October 2015, the City Council adopted Ordinance No. 15-2044 which extended the moratorium originally created by Ordinance 15-2040 for an additional ten (10) months and fifteen (15) days, with the provision that the moratorium would expire upon the effective date of a new and comprehensive ordinance regulating live and non-live entertainment as adopted by the City Council.

DISCUSSION:

Ordinance 15-2046 would regulate both live and non-live forms of entertainment provided in the City of Covina, while still providing ample opportunity for entertainment to be presented for the benefit of guests. Amongst other actions, Ordinance 15-2046 seeks (i) to enhance the definitions of terms used in the Covina Municipal Code in connection with the regulation of entertainment; (ii) to clearly set forth the procedures to apply for an “Entertainment Permit” or “Event Promoter Permit”, as well as the review of said applications and the grounds for approving, approving with conditions, and denying said applications; (iii) to authorize and set forth the grounds for the suspension and revocation of Entertainment Permits and Event Promoter Permits; and (iv) to protect an applicant’s and/or permittee’s due process rights in the case of a denial, suspension, or revocation of an Entertainment Permit and Event Promoter Permits.

Entertainment Permit

Pursuant to Ordinance 15-2046, any person who provides, permits, or allows any form of entertainment must obtain a current and valid Entertainment Permit issued by the Covina Police Chief, unless otherwise exempted.

Ordinance 15-2046 includes the following definitions:

“Entertainment” means any single event, a series of events, or an ongoing activity or business, occurring alone or as part of another business, to which persons (including patrons and guests) are invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing guests or patrons. Entertainment shall include both live entertainment and non-live entertainment, as defined by this Chapter.

“Live Entertainment” means every form of live performance – whether a single event, a series of events, or an ongoing activity or business, occurring alone or as a part of another business, to which persons (including patrons and/or guests) are invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing guests or patrons, whether or not they are compensated for the performance

“Non-live Entertainment” includes any form of entertainment that is not defined as “live entertainment”. Non-live entertainment shall include, but shall not be limited to, jukeboxes, MP3 players, billiard tables, arcade or other electronic gaming devices, pinball machines, and televisions

Although an Entertainment Permit is required for entertainment establishments, certain types of establishments that have not demonstrated a tendency to create adverse impacts upon the community are exempt from the requirement to obtain such a permit. Amongst the establishments that are exempt from the requirement to obtain an Entertainment Permit are those that provide:

The presentation of ambient or incidental recorded music played on radio, stereo, music recording machine, MP3 player, or other similar device without a disk jockey, so long as no other entertainment (including dancing) as defined in this Chapter is provided or allowed and that there is no fee, charge, donation, or other compensation required for entry or admission into the entertainment establishment

Entertainment provided for those guests individually invited and admitted to a private event (such as a wedding, reception, recital, or celebration) at a residence where there is no fee, charge, donation, or other compensation required for entry or admission into the entertainment establishment, and where the entertainment is not audible at a distance of fifty feet (50’) or more from the premises upon which the entertainment is occurring.

Non-amplified entertainment, excluding any form of dancing (whether by performers, patrons, or guests), conducted in any establishment or venue with a

maximum occupancy of forty-nine (49) or fewer persons, so long as the actual occupancy does not exceed forty-nine (49) persons and there is no fee, charge, donation, or other compensation required for entry or admission into the entertainment establishment

Entertainment consisting of 5 or fewer televisions (with the sound emanating solely from the internal speakers of said televisions) in any establishment or venue with a maximum occupancy of forty-nine (49) or fewer persons, so long as the actual occupancy does not exceed forty-nine (49) persons, where there is no other form of entertainment provided at said entertainment establishment (including, but not limited to, dancing by performers, patrons, or guests), and there is no fee, charge, donation, or other compensation required for entry or admission into the entertainment establishment

In addition to authorizing the Chief of Police or his or her designee to impose conditions upon an Entertainment Permit, Ordinance 15-2046 sets forth operating standards applicable to entertainment establishments including, but not limited to, hours of operation, security requirements, regulation of queues, abatement of nuisances (including graffiti, excessive noise, disturbances of the peace, public drunkenness, and loitering), and a requirement for operators to cooperate with law enforcement investigations.

Entertainment Permits would be valid for one (1) year from the date of issuance. Permittees desiring to continue providing entertainment without interruption after the expiration of an Entertainment Permit are required to apply for a new or subsequent Entertainment Permit at least sixty (60) days prior to the expiration of the Entertainment Permit.

Event Promoter Permit

In a further attempt to protect the community from the adverse impacts of entertainment establishments within the City, Ordinance 15-2406 also requires persons engaging in the activities of an event promoter to obtain an Event Promoter Permit. An “Event Promoter” includes, but is not limited to, persons who promote an event in exchange for direct or indirect receipt of compensation, admission or entrance fees paid by spectators, or concessions or other sales at the event.

As with an Entertainment Permit, Ordinance 15-2046 authorizes the Chief of Police to impose conditions of approval upon an Event Promoter Permit in order to ensure compliance with the Ordinance and protect the public health, safety, and welfare of the community.

Fees

The Police Department, Community Development Department, and the Finance Department are currently reviewing the proposed Ordinance and determining the appropriate fees to be assessed for processing applications for Entertainment Permits, Event Promoters, and appeals. The fees will be based on the costs that will be borne by the City in the processing and review of the applications and will likely include a tiered fee schedule to differentiate those applications related to establishments desiring to provide solely non-live entertainment versus those that seek to provide live entertainment or a combination of live and non-live entertainment which requires more analysis and investigation.

A proposed resolution establishing the permit fees will be presented for the City Council’s consideration at an upcoming meeting.

Public Outreach

In October 2015, City staff convened a “Merchants’ Workshop” to review the framework of the City’s proposed regulation of entertainment establishments with business owners who may have an interest in this topic. Representatives of all of the dining establishments in the Downtown area that provide entertainment (or who have expressed an interest in providing entertainment in the near future) were invited to the workshop as well as the Covina Chamber of Commerce.

Based on comments and suggestions by the merchants, proposed Ordinance 15-2046 was refined. Staff believes that the proposed recommendations are responsive to the feedback received from the merchants.

Existing Conditional Use Permits

During the October 2015 Merchant’s Workshop, one issue that was raised regarding the implementation of the proposed Entertainment Ordinance provisions, was the relationship of the new Entertainment Permit with existing CUP conditions. Although the CUP and the Entertainment Permit would work together to provide a regulatory framework for the operation of establishments subject to both such entitlements, there are significant differences between the two. A conditional use permit “runs with the land” and can therefore outlive the initial business for which it was designed – making such regulations applicable to a subsequent business, while an Entertainment Permit is “tailor made” for each requesting establishment, with the potential for the permit conditions to be modified as the business establishment’s operation evolves.

In the past, explicit operating conditions pertinent to the entertainment activity would be part of the menu of the CUP Conditions of Approval. One challenge of regulating the entertainment activity with the CUP Conditions of Approval is the only method of altering the adopted conditions is to modify the approved CUP; which procedurally mirrors the public hearing process of the original CUP application. Thus, the time commitment comprises potentially three (3) to six (6) months (or potentially longer if an appeal is undertaken by either the applicant or neighboring property owners), along with the fee of the CUP application. The logistical burden of modifying the existing CUP is not appealing to an operating business; and introduces an atmosphere of frustration towards the City. Conversely, from the City staff perspective, it is always challenging to try and anticipate potential business operational desires, and therefore, develop appropriate Conditions of Approval that aren’t unnecessarily burdensome while providing appropriate public safety protections. It is this challenge that the proposed Entertainment Permit ordinance is intended to address; along with creating a system that has a higher level of protection for the community while being more responsive to the ongoing operating business cycles.

In an effort to create a user-friendly foundation, it is recommended that a program be created to provide a “one-time” CUP modification “window” for all existing CUP’s with entertainment-related Conditions of Approval. (Note: All business operations that will have an entertainment component, as defined by the pending Entertainment Ordinance, will be required to obtain an Entertainment Permit, regardless of whether or not the business has an existing CUP.) During this window, the existing entertainment-oriented Conditions of Approval would be eliminated and replaced with a new Condition of Approval that provide that an Entertainment Permit would govern the entertainment component of the business. An example of a new CUP Condition of Approval may be as follows: *An Entertainment Permit shall be obtained as required by the provisions of the Covina Municipal Code, and any conditions of approval of such Entertainment Permit shall constitute conditions of this CUP.* Therefore, all entertainment-oriented operational conditions and related public safety conditions would be set by the Entertainment Permit – and could be modified as appropriate through the Entertainment Permit process – while still being enforceable as Conditions of Approval of the corresponding CUP.

FISCAL IMPACT:

None at this time as the fees for the Entertainment Permits and Event Promoter Permits would cover the City’s costs related to the administration of the Ordinance.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The adoption of this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Respectfully submitted,



 Kim J. Raney/Chief of Police
 Police Department

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Ordinance No. 15-2046

ORDINANCE NO. 15-2046

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA
REPEALING CHAPTER 5.12 (“BILLIARD PARLORS, BILLIARD AND POOL
TABLES”) AND
MODIFYING REGULATIONS RELATING TO
DANCING AND ENTERTAINMENT BY REPEALING CHAPTER 5.28 (“DANCE
AND DANCE HALLS”) AND ADOPTING A NEW CHAPTER 5.28
 (“ENTERTAINMENT”) IN TITLE 5 (“BUSINESS LICENSES AND
REGULATIONS”) OF THE
COVINA MUNICIPAL CODE**

WHEREAS, Section VII of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, the City of Covina encourages the development of art and culture in the City, and recognizes that locations that provide or otherwise allow entertainment provide a means for such development; and,

WHEREAS, the City Council of the City of Covina recognizes that the variety of entertainment venues within the City provide a rich and diverse cultural experience for the residents and visitors to the City; and,

WHEREAS, the City Council of the City of Covina also recognizes that many non-alcoholic entertainment venues provide a safe place for families and young adults to gather; and,

WHEREAS, the City Council of the City of Covina finds that the operation of establishments that provide or otherwise allow entertainment (live and/or non-live entertainment) presents an environment with the demonstrated potential for excessive noise generation and disorderly conduct by patrons, particularly at closing times and in exterior portions of the establishments (e.g., parking lots or adjacent rights-of-way), with attendant adverse impacts upon the health, safety, and welfare of surrounding businesses and residential community; and,

WHEREAS, Police Department data supports the premise that establishments providing or otherwise allowing entertainment (especially those that also provide alcoholic beverages) routinely generate a greater percentage of police-related calls and require a greater number of police service hours than establishments that do not provide entertainment; and,

WHEREAS, many establishments that provide entertainment utilize “event promoters” that control the selection of entertainment, advertise the entertainment, or otherwise control the entertainment establishment with respect to specific events and who typically directly or indirectly receive compensation,

consideration, or other revenue from sponsors, private donors, or managers and/or owners of the event site; and,

WHEREAS, “event promoters” are often difficult for City Personnel (including, but not limited to, Fire Department, Health Department, Police Department, Code Enforcement Division, and Finance Department) to identify in their efforts to enforce provisions of the Covina Municipal Code or to otherwise protect the health, safety, and welfare of the patrons of the establishment and the general public; and,

WHEREAS, the City Council of the City of Covina seeks to support the vibrant nightlife in the City by revising and strengthening its current dance and entertainment regulations to mitigate any negative impacts associated with these venues, and to minimize calls for service while ensuring a reduced fiscal impact on the City.

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

SECTION 1: Chapter 5.12 (“Billiard Parlors, Billiards and Pool Tables”) of Title 5 (“Business Licenses and Regulations”) of the Covina Municipal Code is hereby repealed and deleted in its entirety; however, such repeal shall not affect or excuse any violation of said Chapter that occurred prior to the effective date of this Ordinance, nor shall such repeal impede, deter, impact, or negate any administrative, civil, or criminal enforcement of any violation of said Chapter that occurred prior to the effective date of this Ordinance.

SECTION 2: Chapter 5.28 (“Dance and Dance Halls”) of Title 5 (“Business Licenses and Regulations”) of the Covina Municipal Code is hereby repealed and deleted in its entirety; however, such repeal shall not affect or excuse any violation of said Chapter that occurred prior to the effective date of this Ordinance, nor shall such repeal impede, deter, impact, or negate any administrative, civil, or criminal enforcement of any violation of said Chapter that occurred prior to the effective date of this Ordinance.

SECTION 3: A new Chapter 5.28 (“Entertainment”) is hereby added to Title 5 (“Business Licenses and Regulations”) of the Covina Municipal Code to read as follows:

**"Chapter 5.28
ENTERTAINMENT**

Sections:

Article I. Entertainment Permit

- 5.28.010 Purpose, and Intent.
- 5.28.020 Definitions.
- 5.28.030 Entertainment Permit Required.
- 5.28.040 Exemptions from the Entertainment Permit Requirement.
- 5.28.050 Entertainment Permit - Application and Contents Thereof.
- 5.28.060 Entertainment Permit – Investigation and Action Thereon.
- 5.28.070 Entertainment Permit – Duration.
- 5.28.080 Entertainment Permit – Non-Transferable.
- 5.28.090 Entertainment Permit – Modification, Suspension, or Revocation.
- 5.28.100 Entertainment Permit – Appeals.
- 5.28.110 Effect of Denial and Revocation of an Entertainment Permit.
- 5.28.120 Issuance of Subsequent Entertainment Permit.
- 5.28.130 Service of Notices and Orders.
- 5.28.140 Operating Standards
- 5.28.150 Indemnification
- 5.28.160 Permits Issued Prior to the Effective Date of this Chapter.
- 5.29.170 Violations and Penalties
- 5.28.180 Cumulative Remedies, Procedures, and Penalties.

Article II. Event Promoter

- 5.28.200 Event Promoter Permit Required.
- 5.28.210 Exemptions from the Event Promoter Permit Requirement.
- 5.28.220 Event Promoter Permit - Application and Contents Thereof.
- 5.28.230 Event Promoter Permit – Investigation and Action Thereon.
- 5.28.240 Event Promoter Permit – Duration.
- 5.28.250 Event Promoter Permit – Non-Transferable.
- 5.28.260 Event Promoter Permit – Modification, Suspension, or Revocation.
- 5.28.270 Event Promoter Permit – Appeals.
- 5.28.280 Effect of Denial and Revocation of an Event Promoter Permit.
- 5.28.290 Issuance of Subsequent Event Promoter Permit.
- 5.28.300 Event Promoter Contract Required.
- 5.28.310 Operating Regulations and Conditions

Article I. Entertainment Permit

5.28.010 Purpose and Intent.

It is the purpose of this Chapter to regulate the operation of establishments that provide or otherwise allow entertainment (including live and non-live entertainment) for the public health, safety, and welfare. All permittees will be held responsible for controlling patron conduct in and around the establishments, making adequate provisions for security and crowd control, protecting the City's youth from criminal activity and minimizing disturbances as a result of the operation of the entertainment.

It is the intent of this Chapter to provide options to the Chief of Police in regulating the variety of businesses and events that provide or otherwise allow entertainment. The City Council of the City of Covina finds that the imposition of conditions tailored to the particular establishment will allow the business or event to flourish while meeting the City's public health and safety needs.

5.28.020 Definitions.

For the purpose of this Chapter, the words, terms, and phrases shall be defined as set forth in this section, unless the context clearly indicates a different meaning is intended.

Words, terms, and phrases used in this Chapter that are not specifically defined shall be construed according to their context and the customary usage of the language.

A. "*ABC license*" means a license issued by the California Department of Alcoholic Beverage Control authorizing the sale of alcoholic beverages.

B. "*Business day*" means any day, Monday through Thursday, excluding City-observed holidays, during which all City departments are regularly open for business.

C. "*Chief of Police*" means the Chief of Police of the City of Covina and his or her duly authorized designee.

D. "*City*" means the City of Covina.

E. "*City Manager*" means the City Manager of the City of Covina and his or her duly authorized designee.

F. "*Dance*" and "*dancing*" means movement of the human body, accompanied by music or rhythm.

G. “*Disorderly conduct*” means any of the following: consumption of alcoholic beverages on public property, public drunkenness, obstruction of the free passage of pedestrians over public sidewalks, obstruction of the free passage of vehicles within the public right-of-way, littering, fighting, excessive noise in violation of Chapter 9.40 of this Code, the operation of automobile audio systems in a manner that violates Chapter 9.40 of this Code, and any other conduct that constitutes a public nuisance or violation of law.

H. “*Entertainment*” means any single event, a series of events, or an ongoing activity or business, occurring alone or as part of another business, to which persons (including patrons and guests) are invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing guests or patrons. Entertainment shall include both live entertainment and non-live entertainment, as defined by this Chapter.

I. “*Entertainment establishment*” means any building, structure, or premises where entertainment occurs.

J. “*Entertainment Permit*” means a permit issued pursuant to the provisions of this Chapter authorizing entertainment to be presented or allowed at an entertainment establishment.

K. “*Event*” means any activity requiring a permit under the provisions of this Chapter.

L. “*Event promoter*” and “*promoter*” means any person who:

1. Is directly or indirectly responsible for the promotion of an event as evidenced by activities such as, but not limited to, contracting with the permittee or other person providing entertainment to serve as a promoter, selecting entertainment, advertising, or otherwise holding out the event to members of the general public, inviting participants to the event, or renting or controlling the event site; and,

2. In exchange for engaging in the promotion of the event as explained in Subsection 1, directly or indirectly receives or shares in any of the following:

a. Admission or entrance fees paid by participants or spectators;

b. Compensation, consideration, or other revenue from sponsors, private donors or managers, and/or owners of the event site; or,

c. Revenues from concessions or other sales at the event

An “event promoter” and “promoter” shall not include any of the following:

3. A print, broadcast, or internet medium that is paid solely for page space or broadcast time to advertise an event, but exercises no other financial or promotional responsibilities in connection with the event;

4. A ticket seller who sells admission tickets to an event from its own place of business, off-site and in advance of such an event, but exercises no other financial or promotional responsibilities in connection with the event;

5. An entertainer or performer who is paid solely for his or her performance at an event;

6. An agent of an entertainer or a performer who is compensated solely for negotiating his or her client’s contract to perform at an event;

7. Any person who is permitted pursuant to Article I, Chapter 5.28 of this Code that engages in event promoter activities for events that the person’s permit authorizes;

8. Any person that solely works for, or is exclusively employed by, any person permitted pursuant to Article I, Chapter 5.28 of this Code, who in the course of his or her employment, promotes events that are authorized under the permit issued to his or her employer;

9. An agent, officer, or employee of the City of Covina who engages in event promoter activities exclusively for the City of Covina in the course of his or her position as an agent, officer, or employee of the City.

M. “*Hearing Officer*” means the City employee or other representative appointed by the City Manager, or a designee thereof, to hear all timely appeals set forth in this Chapter.

N. “*Live Entertainment*” means every form of live performance – whether a single event, a series of events, or an ongoing activity or business, occurring alone or as a part of another business, to which persons (including patrons and/or guests) are invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing guests or patrons, whether or not they are compensated for the performance. Live Entertainment shall include, but shall not be limited to:

1. Presentations by single or multiple performers, such as hypnotists, pantomimes, comedians, musical song or dance acts (including karaoke performances), plays, concerts, any type of contest; sporting events, exhibitions, carnivals, rodeos, or circus acts; demonstrations of talent; shows, revues; and any other similar activities.

2. Presentation of recorded music played on equipment that is operated by an agent or contractor of the entertainment establishment, commonly known as a "disc jockey" or "DJ".

3. Dancing to live or recorded music (whether by performers, patrons, or guests).

O. "*Manager*" means any person performing the type of duties generally performed by a general manager or supervisor, an assistant manager or supervisor, or a security manager or supervisor, including, but not limited to the following: supervising employees or agents of the permittee; making business decisions about the permittee's public entertainment business, including, but not limited to, hiring, disciplining or firing employees, and contracting with agents or other persons; making decisions regarding the resolution of significant operational issues that arise during the permittee's hours of operation; making final decisions about the scheduling of the permittee's employees or agents; having primary responsibility for the opening or closing of the permittee's entertainment establishment; and, being a person to whom permittee's employees and agents direct any City Official responsible for enforcing the provisions of this Code for responses to directives, questions, or requests for information.

P. "*Non-live Entertainment*" includes any form of entertainment that is not defined as "live entertainment". Non-live entertainment shall include, but shall not be limited to, jukeboxes, MP3 players, billiard tables, arcade or other electronic gaming devices, pinball machines, and televisions.

Q. "*Patron*" means any person present at the entertainment establishment, whether such person is a paying customer or guest. "Patron" does not include owners or employees of the entertainment establishment.

R. "*Permittee*" means the holder of an Entertainment Permit and any persons required to be permitted under the provisions of this Chapter, whether or not such persons are actually so permitted.

S. "*Performer*" means any person who performs any live entertainment.

T. “*Person*” means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons.

U. “*Premises*” means the location of an entertainment establishment.

V. “*Reasonable efforts*” means the adoption, posting, and enforcement of operating policies that are consistent with the requirements of this Code and any permits, license, and approvals for an entertainment establishment, the documented training of employees and contractors in the carrying out of the establishment operating policies, the provision of adequate number of licensed security personnel at the entertainment establishment, notifying the Covina Police Department of apparent criminal activity at the entertainment establishment, and the taking of all additional measures, consistent with sound business judgment, necessary to accomplish the required result.

W. “*Responsible person*” means the permittee (including any person for whom information was required to be provided for an Entertainment Permit pursuant to Section 5.28.050 and an Event Promoter Permit pursuant to Section 5.28.220), owner, proprietor, manager, assistant manager, promoter, or other person exercising control over the operation of an entertainment establishment, whether or not that person is a named permittee.

X. “*Special event*” means entertainment conducted on private property where all of the following circumstances exist:

1. The premises or location where the entertainment is to be conducted is not the subject of an existing Entertainment Permit issued pursuant to the provisions of this Chapter;

2. The person sponsoring or offering the entertainment is not in the business of regularly offering entertainment to the public;

3. Entertainment will only be offered for a limited period of time, not to exceed five (5) calendar days;

4. The entertainment is not a recurring or regularly scheduled event or celebration.

5.28.030 Entertainment Permit Required.

Unless exempted pursuant to Section 5.28.040 of this Chapter, it is unlawful for any person to provide, permit, allow, or otherwise suffer any form of

entertainment without a current and valid Entertainment Permit for said form of entertainment, issued in accordance with the provisions of this Chapter.

5.28.040 Exemptions from the Entertainment Permit Requirement.

A. The following types of entertainment and events are exempt from the Entertainment Permit required by this Chapter. However, an exemption does not relieve any person providing or allowing entertainment from complying with all other applicable laws, including, but not limited to, those regulating occupancy loads, noise levels, disturbances of the peace, and other public nuisances.

1. The presentation of ambient or incidental recorded music played on radio, stereo, music recording machine, MP3 player, or other similar device without a disk jockey, so long as no other entertainment (including dancing) as defined in this Chapter is provided or allowed and that there is no fee, charge, donation, or other compensation required for entry or admission into the entertainment establishment.

2. Entertainment provided for those guests individually invited and admitted to a private event (such as a wedding, reception, recital, or celebration) at a residence where there is no fee, charge, donation, or other compensation required for entry or admission into the entertainment establishment, and where the entertainment is not audible at a distance of fifty feet (50') or more from the premises upon which the entertainment is occurring.

3. Performances at educational institutions as defined by the California Education Code where such performances are part of an educational or instructional curriculum or program. This does not exempt such institutions from any other approval, permit, or license otherwise required by law.

4. An adult-oriented business, as defined in Chapter 9.30 of this Code, that has and is operating in accordance with a current and valid adult-oriented business regulatory permit issued pursuant to Chapter 9.30.

5. Non-amplified entertainment, excluding any form of dancing (whether by performers, patrons, or guests), conducted in any establishment or venue with a maximum occupancy of forty-nine (49) or fewer persons, so long as the actual occupancy does not exceed forty-nine (49) persons and there is no fee, charge, donation, or other compensation required for entry or admission into the entertainment establishment.

6. Entertainment consisting of 5 or fewer televisions (with the sound emanating solely from the internal speakers of said televisions) in any establishment or venue with a maximum occupancy of forty-nine (49) or fewer persons, so long as the actual occupancy does not exceed forty-nine (49)

persons, where there is no other form of entertainment provided at said entertainment establishment (including, but not limited to, dancing by performers, patrons, or guests), and there is no fee, charge, donation, or other compensation required for entry or admission into the entertainment establishment.

7. Amusements, exhibitions, meetings, and shows operating pursuant to and in accordance with a permit issued pursuant to the provisions of Chapter 5.08 of this Code.

8. Entertainment sponsored by the City of Covina or any agency of the City of Covina. The leasing or subleasing of the real property to an entertainment establishment does not constitute sponsorship of the entertainment by a public agency.

B. Any person providing or sponsoring the following entertainment shall not be exempt from the requirement for an Entertainment Permit, however, shall be exempt from payment of the Entertainment Permit fee. Said person shall not be exempt from payment of any fees associated with fingerprinting unless otherwise exempt by law.

1. Entertainment conducted or sponsored by any corporation, organization, bona fide club, society or association that is exempt from taxation pursuant to United State Internal Revenue Code Section 501(c)(3) and that holds meetings in the City other than for such entertainment at regular stated intervals; when all proceeds, if any, arising from such entertainment are used exclusively for the benevolent, charitable, religious, literary, or educational purposes of such organization, club, society, or association.

5.28.050 Entertainment Permit – Application and Contents Thereof.

A. Every person wishing to provide or allow entertainment as defined in this Chapter shall file an application with the Chief of Police on forms approved by the Chief of Police at least sixty (60) calendar days prior to the commencement of the offering of such entertainment. Such application shall, at a minimum, set forth the following information:

1. The name (if applicable) and address of the particular place for which the Entertainment Permit is desired;

2. The name(s), residence(s), business address, and telephone number(s) of the applicant (s), and, if the applicant(s) is/are a corporation, limited liability company, general or limited partnership, or any other fictitious entity, the name(s), residence(s), and telephone number(s) of:

a. All directors and officers of the corporation or limited liability company;

b. All persons who own or hold 10% or more of an ownership interest in the corporation or limited liability company;

c. All persons who are members or managers of the limited liability company;

d. All persons who are partners in the general partnership;

e. All persons who are general partners in the limited partnership;

3. A fully-dimensioned, scaled and detailed floor/site plan of the premises where the entertainment will be provided or allowed. The floor/site plan must adhere to any ABC license, all land use regulations, including any conditions of any applicable conditional use permit or other land use entitlement applicable to the entertainment establishment or premises whereon the entertainment will be presented, and shall depict, at a minimum, the following:

a. The location of primary entrances and exits for patron use;

b. The location of all emergency exits;

c. The location and dimensions of any area used for entertainment (including, but not limited to, stage, dance floor, amusement machines, pool tables, televisions, etc.);

d. The location and dimensions of any fixed and/or mobile bar(s);

e. The location and square footage of the alcohol storage area;

f. The location of all restrooms and dressing rooms;

g. The location and seating capacity of all areas where tables and/or chairs will be placed for patron use;

h. The maximum occupancy for all areas as approved by the City Building Official;

i. The location of the parking area provided for patrons;

j. The location of the designated queuing area (interior and exterior, as applicable), including the location of any stanchions or other barriers;

k. The posting locations of any required security guards;

l. The location of all security cameras; and,

m. Such other information as the Chief of Police deems necessary for the proper processing and review of the floor/site plan, for fulfilling the goals of this Chapter, and/or for the safeguarding of the public health, safety, and general welfare;

4. The proposed opening date and hours of operation of the entertainment establishment;

5. A detailed description of the specific type(s) of proposed entertainment, and the dates and times when the entertainment will be provided or allowed;

6. For special events, as defined by this Chapter, the date or dates, hours, and location of the proposed entertainment;

7. A statement as to whether an event promoter will participate in the entertainment establishment;

8. The name, permanent address, and a copy of a valid government issued identification card for any event promoter organizing, overseeing, or otherwise promoting an entertainment event;

9. A statement as to whether food or alcoholic beverages or both are to be served or permitted upon the premises and, if so, the type and provisions for dispensing same for all hours of operation. A copy of the menu listing the food and/or alcoholic beverages that are served during all hours of operation will be sufficient for compliance with this Subsection;

10. A security plan (subject to the approval of the Chief of Police) that shall address, at a minimum, the following items:

a. The name, address, telephone number, and copy of Covina Business License for who will be providing required security services. If security services will be provided by a private patrol operator (as defined by California Business & Professions Code Section 7582.1), applicant must provide a copy of the Covina Private Patrol Operator permit as issued pursuant to Covina Municipal Code Chapter 5.40);

b. A description and/or photograph of the uniform/clothing to be worn by the security personnel. Said uniform/clothing shall be approved by the Chief of Police and shall not resemble a uniform of any law enforcement agency with jurisdiction in the City;

c. Procedures for management of queuing lines;

d. Procedures for counting the number of occupants entering and exiting the entertainment establishment for purposes of complying with and enforcing approved occupancy limits;

e. The method for establishing a reasonable ratio of employees to patrons, based upon activity level, in order to ensure adequate staffing levels to monitor beverage sales and patron behavior;

f. Procedures for verifying the age of patrons for purposes of alcohol sales;

g. Procedures for ensuring that servers monitor patrons to ensure that drinking limit/potential intoxication is not exceeded. This procedure should include a description of the procedure the server would use to warn, or refuse to serve, the patron;

h. Procedures for handling obviously intoxicated persons;

i. Procedures for the provision of alternate transportation services to patrons. This may include procedures for access to a telephone, the provision of a list of taxi services, or other service that will ensure the safe travel of any patron, particularly those who are intoxicated, in leaving the entertainment establishment;

j. Procedures for handling patrons involved in fighting, arguing, disruptive behavior, or loitering about the entertainment establishment and/or the immediate adjacent area that is owned, leased, rented, or used under agreement by the permittee;

k. Procedures for contacting the Covina Police Department regarding observed or reported criminal activity; and,

l. Such other information as the Chief of Police deems necessary for the proper processing and review of the security plan, for fulfilling the goals of this Chapter, and/or for the safeguarding of the public health, safety, and general welfare;

11. The proposed security arrangements for the safety and control of patrons (including within all adjacent rights-of-way and parking areas);

12. The name or names of the person or persons managing or supervising the proposed entertainment, or any business or premises wherein the entertainment is proposed to be located;

13. A statement indicating whether the applicant and/or any person for whom information is required to be provided pursuant to this Section has ever had a permit for the same or any similar business denied, suspended, or revoked anywhere, and, if so, the circumstances, time and place of such denial, suspension, and/or revocation. The denial, suspension, revocation, or cancellation of any ABC license shall be considered as included for purposes of this Subsection;

14. A statement indicating whether the applicant and/or any person for whom information is required to be provided pursuant to this Section has ever been convicted of a misdemeanor or felony and, if so, the details of such conviction;

15. The name and address of the owner of the real property upon which it is proposed to provide or allow entertainment;

16. Written consent for the proposed entertainment on the premises from the owner of the real property on which the entertainment is to be conducted;

17. Such other information as the Chief of Police deems necessary for the proper processing and review of the application, for fulfilling the goals of this Chapter, and/or for the safeguarding of the public health, safety, and general welfare; and,

18. The signature, under penalty of perjury, of the applicant and of all persons for whom information was required to be provided pursuant to Sections 5.28.050.A.2.

B. Each application submitted pursuant to this Section shall be accompanied by a non-refundable fee that shall be established by (and modified from time to time) by resolution of the City Council.

C. The applicant and all persons for whom information was required to be provided pursuant to Sections 5.28.050.A.2 and 5.28.050.A.11 shall submit a complete set of fingerprints to the Chief of Police in a manner and form approved by the Chief of Police. Any fees for the fingerprints shall be paid by the applicant.

5.28.060 Entertainment Permit – Investigation and Action Thereon.

A. **Determination of Completeness.** The Chief of Police shall, within fifteen (15) calendar days, review the submission of any application for an Entertainment Permit and supporting documents to determine if the Application contains all of the requisite information set forth in Section 5.28.050. Any application that is missing information required pursuant to Section 5.28.050 or that is not accompanied by the requisite fee shall be deemed incomplete and shall not be processed by the Chief of Police. In such case, the Chief of Police shall issue a Notice of Incompleteness to the applicant specifying the information that is missing resulting in the incomplete application.

B. **Investigation.** Upon receipt of a complete Entertainment Permit application (and requisite fees), the Chief of Police shall conduct a thorough investigation of the application. The Chief of Police may request supplemental investigation, information, reports, and/or recommendations pertaining to relevant zoning, building, health, safety, fire, law enforcement, or other factors from any appropriate department of the City or other appropriate agency.

Among other things, the Chief of Police shall be required to check local and State summary criminal history information, including CLETS/NCIC, and to certify whether disqualifying criminal history has been discovered. Accordingly, pursuant to Penal Code Sections 11105 and 13300, the City Council explicitly authorizes the Chief of Police to obtain such information as it relates to disqualifying convictions or conduct related to the crimes and offenses described in this Chapter.

C. **Approval.** The Chief of Police shall, within sixty (60) calendar days of the submission of a completed application for an Entertainment Permit (including payment of applicable fees), approve the issuance of an Entertainment Permit, subject to the conditions set forth in Section 5.28.060.E, unless he or she determines:

1. Except for permits issued pursuant to Title 14 of this Code, other approvals, permits, licenses, or inspections are required for the activities at the subject premises or real property for which the permit is sought and the applicant and/or owner of the subject real property have not yet acquired same;

2. The issuance of the permit and conduct of the entertainment at the proposed location is inconsistent with Federal, State, and/or local laws, rules, regulations, and/or any existing permit or land-use entitlement;

3. That issuance of the permit at the proposed location will constitute an undue burden on the neighborhood because of its proximity to residences, inadequate parking, or other neighborhood circumstances and, irrespective of reasonable conditions that could be imposed thereon, will

otherwise interfere with the reasonable use and enjoyment of the neighborhood by its residents and guests;

4. The applicant or any other person for whom information is required to be provided pursuant to Section 5.28.050 has, within the past seven (7) years, been convicted of any felony or of any misdemeanor crime involving moral turpitude or which is substantially related to the qualifications, functions, or duties of a proprietor, manager, or other responsible person for an entertainment establishment;

5. The applicant or any other person for whom information is required to be provided pursuant to Section 5.28.050 has a history of committing, permitting, or failing to prevent significant violations of Federal, State, or local law, or of any license or permit, in connection with an entertainment establishment in any jurisdiction for which he or she was an owner, operator, or otherwise responsible person;

6. Based upon the information before the Chief of Police, the applicant or any other person for whom information is required to be provided pursuant to 5.28.050, has knowingly provided false or misleading information, or has otherwise omitted information in the application or in any amendment or report required to be made under this Chapter;

7. The applicant or any other person for whom information is required to be provided pursuant to Section 5.28.050 has had an Entertainment Permit denied or revoked within the twelve (12) months preceding the current application;

8. The applicant or any other person for whom information is required to be provided pursuant to Section 5.28.050 owes the City of Covina a fee authorized by Section 5.28.050.B, an administrative penalty resulting from a violation of any provision of this Chapter or of a condition of any entertainment permit issued pursuant to this Chapter, or any other fee related to the business establishment (including, but not limited to, false alarm fines, fees, or later charges authorized pursuant to Covina Municipal Code Chapter 8.20); and/or,

9. The application is otherwise incomplete.

D. **Denial.** In the event the Chief of Police does not approve an Entertainment Permit, the Chief of Police shall issue a written Notice of Denial to the applicant notify the applicant of the denial and the reasons therefor within sixty (60) calendar days of the submission of a completed application for an Entertainment Permit (including payment of applicable fees). The Notice of Denial shall also advise the applicant of the applicant's appeal rights (including method and timeline for requesting an appeal) as set forth in Section 5.28.100.

E. Conditions of Approval. Entertainment Permits shall be subject to conditions in order to ensure compliance with this Chapter, applicable Federal, State, and local law, and otherwise to protect the public health, safety, and welfare.

1. If the applicant or any person for whom information was required to be provided pursuant to Sections 5.28.050 has been issued an ABC license, conditional use permit, other special permit, or land-use entitlement applicable to the entertainment establishment or the entertainment sought to be provided or allowed, conditions placed thereon shall constitute additional conditions of the Entertainment Permit issued under authority of this Chapter.

a. The Chief of Police may require an applicant for an Entertainment Permit to demonstrate compliance with applicable conditions of existing ABC license, conditional use permit(s), other special permit(s), and/or land-use entitlement(s) prior to the issuance of the Entertainment Permit or may issue the permit conditioned on the applicant obtaining any other additional necessary special permit or other City, County, or State approval.

2. The Operating Standards set forth in Section 5.28.140 shall constitute conditions of any Entertainment Permit issued pursuant to the provisions of this Chapter.

3. The acquisition of any permit required under Title 14 of this Code for the construction, alteration, repair, improvement, modification, or demolition of any building, structure, electrical system, mechanical system, or plumbing system, or any part(s) thereof, that facilitates the entertainment being authorized under the Entertainment Permit shall be a condition of approval for any Entertainment Permit issued pursuant to the provisions of this Chapter.

4. The Chief of Police may, based upon specific and articulable facts reasonably related to insuring the public health, safety, and welfare – impose conditions upon an Entertainment Permit (including the security plan) relating to the operation of the entertainment establishment including, but not limited to:

- a. The days, hours and locations of operation;
- b. Restrictions designed to prevent minors from obtaining alcoholic beverages, such as separate entrances, exits, and restroom facilities on the premises;
- c. The number and age of persons allowed on the premises;

d. Whether licensed security guards are required, and, if so, how many;

e. Specific measures the permittee must undertake to control the conduct of patrons so as to prevent or minimize disorderly conduct within the entertainment establishment, parking areas, and adjacent public rights-of-ways;

f. Specific measures the permittee must undertake to remove trash attributable to the establishment or its patrons in and around the entertainment establishment, the surrounding neighborhood, and the adjacent public rights-of-way;

g. Specific measures the permittee must undertake to prevent the entertainment and its patrons from disturbing the peace and quiet of the surrounding neighborhood;

h. Specific measures the permittee must undertake to prevent its patrons from engaging in disorderly conduct in the surrounding neighborhood;

i. Whether the Chief of Police must receive advance notice of the date of a particular event if that event is not held as part of the regularly scheduled events of the business; or,

j. Other matters related to the public health, safety, and welfare.

5. Nothing in this Section shall be construed to limit the authority of the Chief of Police to place conditions upon the permit that are more restrictive than the conditions of any applicable conditional use permit, special permit, or land-use entitlement, or of any applicable Operating Standard;

6. No condition may be imposed upon any Entertainment Permit that conflicts with Federal, State or local law, or that conflicts with the permittee's ABC license – however, nothing in this Subsection is intended to prevent the Chief of Police from imposing any condition related to the age of patrons inside an entertainment establishment with an ABC license if the ABC license does not address that issue. The intent of this Subsection is to allow the sale and service of food to minors in a bona fide eating establishment (ABC license types 41, 47, and various club licensed premises) with reasonable conditions imposed to prevent curfew violations and to protect minors from alcohol and other criminal activity;

7. Conditions shall be listed on, or attached to, the Entertainment Permit;

8. The imposition of any conditions other than those imposed by Sections 5.28.060.E.1, 5.28.060.E.2, and 5.28.060.E.3 is subject to appeal in accordance with the time constraints and provisions set forth in Section 5.28.100.

5.28.070 Entertainment Permit – Duration.

A. Except as provided in Subsection B of this Section, Entertainment Permits issued pursuant to this Chapter are valid for a period of one (1) year from the date of issuance.

B. An Entertainment Permit issued for a special event is valid for the term stated in the permit, but in no event for a period greater than one (1) year from the date of issuance.

5.28.080 Entertainment Permit – Non-Transferable

No person shall assign or transfer any Entertainment Permit issued pursuant to this Chapter to another person or another location, and any attempt to assign or transfer any Entertainment Permit issued pursuant to this Chapter shall render the Entertainment Permit null-and-void and shall be immediately surrendered to the Chief of Police.

5.28.090 Entertainment Permit – Modification, Suspension, or Revocation

A. **General.** The Chief of Police may modify the conditions of an Entertainment Permit or may suspend or revoke any Entertainment Permit issued pursuant to this Chapter if the Chief of Police makes any of the following findings and/or determinations:

1. There exists any ground for denial of the Entertainment Permit pursuant to Section 5.28.060 of this Chapter;

2. The permittee or other responsible person has knowingly made any false, misleading, or fraudulent statement of material fact or has knowingly omitted a material fact in the application for the Entertainment Permit or any report or records required to be filed by law;

3. Entertainment has been conducted at the entertainment establishment in a manner contrary to the Entertainment Permit or conditions thereof;

4. The permittee or other responsible person has failed to comply with one or more conditions of the permit, or any other entitlement

granted by the City or other government agency (including any conditions of an ABC license);

5. The permittee or other responsible person has violated or is violating any ordinance, law, rule, or regulation of the City, County of Los Angeles, State of California, or the United States of America, in the course of exercising any rights under the Entertainment Permit;

6. The permittee or other responsible person has operated an entertainment establishment or otherwise caused or allowed entertainment in violation of any Notice of Denial, Order of Suspension, or Order of Revocation issued pursuant to this Chapter;

7. The permittee or other responsible person has been held liable for, or has been convicted of, any offense involving the maintenance of a nuisance resulting from any act performed in exercising any rights under the Entertainment Permit; and/or,

8. The continued operation under the Entertainment Permit (and any applicable conditions) would endanger, disrupt, or otherwise be detrimental to the public peace, health, safety, morals, or general welfare of the City, its residents or guests, and/or the general public, or would otherwise constitute a public nuisance.

B. Order of Modification, Suspension, and/or Revocation. Where the Chief of Police has determined that the conditions of an Entertainment Permit shall be modified or that an Entertainment Permit shall be suspended or revoked, the Chief of Police shall provide written notice of his or her decision to the permittee.

1. **Order of Modification.** The Chief of Police shall serve a written Order of Modification upon the permittee stating the grounds for the modification, the specific modifications being imposed upon the Entertainment Permit, the effective date of the modified conditions, and the permittee's appeal rights (including method and timeline for requesting an appeal).

2. **Order of Suspension.** The Chief of Police shall serve a written Order of Suspension upon the permittee stating the grounds for the suspension, the length of the suspension, the effective date of the suspension, and the permittee's appeal rights (including method and timeline for requesting an appeal).

a) An Entertainment Permit may be suspended for a period not to exceed thirty (30) calendar days per violation, and no more than ninety (90) calendar days per suspension.

3. **Order of Revocation.** The Chief of Police shall serve a written Order of Revocation upon the permittee stating the grounds for the revocation, the effective date of the revocation, and the permittee's appeal rights (including method and timeline for requesting an appeal).

C. **Effective Date of Modification, Suspension, and/or Revocation.**

1. **General.** Except as provided in Section 5.28.090.C.2, any Order of Modification, Suspension, or Revocation issued pursuant to the provisions of this Section shall become effective, and the permittee shall adhere to such Order, after the expiration of ten (10) calendar days following service of the Order of Modification, Suspension, and/or Revocation.

a) Every person to whom a permit has been issued under this Chapter shall immediately surrender his or her permit to the Chief of Police upon the effective date of its revocation.

2. **Summary Modification, Suspension, or Revocation.** The Chief of Police may summarily and immediately modify, suspend, or revoke an Entertainment Permit issued pursuant to the provisions of this Chapter if the Chief of Police determines that any ground for modification, suspension, or revocation set forth in Section 5.28.090.A exists to the extent or degree that it creates an imminent peril or threat to the public health, safety, or welfare of the patrons, guests, or general public. Notwithstanding the provisions of Section 5.28.090.C.1, any modification, suspension, or revocation pursuant to this Subsection shall be effective immediately, however, a written Order of Modification, Suspension, and/or Revocation as set forth in Subsection 5.28.090.B must be served upon the permittee within three (3) business days of the summary action.

a) Where the Chief of Police has taken summary action pursuant to Subsection 5.28.090.C.2, he or she may also require the immediate closure of the entertainment establishment and dispersal of all patrons for the remainder of that day's operations.

b) It is unlawful and a misdemeanor for any person to fail to comply with any directive issued by the Chief of Police under authority of Section 5.28.090.C.2.

c) Pursuant to Section 5.28.100.C, a summary modification, suspension, or revocation of an Entertainment Permit pursuant to this Section is not stayed pending an appeal.

5.28.100 Entertainment Permit – Appeals

A. **Request for Appeal.** Any applicant for an Entertainment Permit that has received a Notice of Denial, any permittee that has received an Entertainment Permit subject to conditions of approval pursuant to Section 5.28.060.E, and any permittee that has received an Order of Modification, Suspension, and/or Revocation of an Entertainment Permit pursuant to the provisions of this Chapter may appeal said Notice or Order by filing a request for an appeal with the City Clerk, and tendering a filing and processing fee as set by resolution of the City Council, within ten (10) calendar days of service of the Notice, Order, or conditions of approval. The request for an appeal must be made in writing and must contain, at a minimum, the following information:

1. The name of all appellants and the address of the applicable entertainment establishment where the appellant was authorized (or was seeking to be authorized) to provide or allow entertainment pursuant to the Entertainment Permit (or Entertainment Permit Application) subject to the Notice or Order;

2. The date of the imposition of conditions, or of denial, modification, suspension, or revocation by the Chief of Police;

3. A statement as to all grounds for appeal in sufficient detail to enable a Hearing Officer to understand the nature of the controversy, however, a permittee may only appeal a summary modification, suspension, or revocation based upon the grounds for the modification, suspension, or revocation and not the Chief of Police's determination that such grounds existed to the extent or degree that it creates an imminent peril or threat to the public health, safety, or welfare of the patrons, guests, or general public;

4. The signature of each appellant under penalty of perjury as to the contents of the request for appeal.

B. Failure of the City Clerk to receive a timely appeal and payment of the appeal fee(s) constitutes a waiver of the right to contest the imposition of conditions, a Notice of Denial or Order of Modification, Suspension, and/or Revocation, and such conditions, Notice and/or Order shall be deemed final and binding.

C. **Stay of Modification, Suspension, and/or Revocation.** Where a request for an appeal has been timely filed (and all fees therefor timely tendered), any modification, suspension, or revocation of an Entertainment Permit imposed pursuant to Sections 5.28.090.A and 5.28.090.B shall be stayed pending the resolution of the appeal by the Hearing Officer pursuant to the provisions of this Chapter. However, the filing of an appeal shall not stay any summary modification, suspension, or revocation of an Entertainment Permit imposed pursuant to Section 5.28.090.C.2.

D. Upon timely receipt of a request for an appeal and applicable fees, the City Clerk shall set this matter for consideration before the Hearing Officer no later than thirty (30) calendar days from receipt of the request and payment of applicable fees. The City Clerk shall issue written notice to the appellant(s) of the date, time, and location of the appeal hearing at least ten (10) calendar days prior to the hearing.

1. If the request for an appeal seeks to challenge a summary modification, suspension, or revocation of an Entertainment Permit, the City Clerk shall set the matter for consideration before the Hearing Officer no later than ten (10) business days from receipt of the request and payment of applicable fees. The City Clerk shall issue written notice to the appellant(s) of the date, time and location of the appeal hearing at least five (5) calendar days prior to the hearing.

E. Any request by an appellant to continue an appeal hearing must be submitted to the City Clerk in writing no later than two (2) business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more than thirty (30) calendar days without stipulation by all parties.

1. Notwithstanding Subsection 5.28.100.E, if the appeal seeks to challenge a summary modification, suspension, or revocation of an Entertainment Permit, the Hearing Officer may not continue the hearing on his/her own motion for more than five (5) business days without stipulation by all parties.

F. **Appeal Hearing.** Appeal hearings conducted pursuant to the provisions of this Chapter shall comply with the following:

1. The appeal hearing shall proceed solely on those issues or defenses raised in the request for an appeal filed by the appellant(s), and all matters not contested in said request shall be deemed admitted into evidence;

2. The Chief of Police shall have the burden to establish the grounds for the imposition of conditions, denial, modification, suspension, or revocation that has been contested by the appellant by a preponderance of the evidence. The Notice of Denial and/or the Orders of Modification, Suspension, and/or Revocation (and all documents or reports relied upon and/or prepared in relation to the Notice or Order) shall be admitted into evidence and shall constitute prima facie evidence of the grounds for the imposition of conditions, denial, modification, suspension, or revocation. The Chief of Police will have the right to present additional written and/or oral evidence in support of the

imposition of conditions, denial, modification, suspension, and/or revocation subject to the appeal;

3. The appellant(s) may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the Office of the City Clerk at least three (3) business days prior to the hearing. If the appellant(s) elects to appear at the hearing by written declaration, the Chief of Police shall not be required to attend or participate at the hearing, and may instead submit a written response to the Hearing Officer to be considered at the time of the hearing;

4. The appellant, if present at the hearing, shall be given an opportunity to testify and to present written and/or oral evidence relating to the matters raised in the appellant's request for an appeal, and shall have the right to examine and cross-examine any documents and witnesses presented by the Chief of Police in support of the imposition of conditions, denial, modification, suspension, and/or revocation subject to the appeal. The Chief of Police will also have the right to examine and cross-examine any documents and witnesses presented by the appellant(s). The hearing officer may question any person who presents evidence or who testifies at any hearing. If additional evidence is presented at the hearing by any party, the hearing officer may continue a hearing on his or her own motion if additional time is required for the review or presentation of evidence, or to otherwise ensure due process to all parties;

5. The City, at its discretion, may record the hearing by stenographer or court reporter, audio recording, or video recording;

6. If the appellant(s) fails to appear, or to otherwise submit a written declaration or any admissible evidence contesting the existence of all grounds for the imposition of conditions, denial, modification, suspension, or revocation subject to the appeal, the hearing officer shall cancel the hearing and send a notice thereof to the appellant(s) by first class mail to the address(es) stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the initial conditions of approval, Notice, or Order is deemed final and binding;

7. After exhaustion of all administrative remedies, judicial review of a final administrative action is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq.

5.28.110 Effect of Denial and Revocation of an Entertainment Permit

A. If an application for an Entertainment Permit is denied or revoked by the Chief of Police pursuant to the provisions of this Chapter, no application for an Entertainment Permit submitted by the same applicant or any person for whom information was required to be provided for the denied or revoked Entertainment Permit pursuant to Section 5.28.050 shall be considered by the Chief of Police for a period of twelve (12) months from the date of denial or revocation.

B. If an application for an Entertainment Permit is revoked by the Chief of Police pursuant to the provisions of this Chapter, no application for an Entertainment Permit at the same premises as named in an application or Entertainment Permit shall be considered by the Chief of Police for a period of twelve (12) months from the date of denial or revocation.

C. **Exception.** Notwithstanding the provisions of Subsections A and B of this Section, the Chief of Police may consider an application for an Entertainment Permit in less than the stated period if the application is accompanied by evidence that the ground or grounds for denial of the previous application no longer exist. This exception does not apply to permits that have been revoked.

5.28.120 Issuance of Subsequent Entertainment Permit

Applications for a new Entertainment Permit for the same location as authorized in a current and valid Entertainment Permit shall be submitted and processed in the same manner and timeframes as set forth in Sections 5.28.050 and 5.28.060.

5.28.130 Service of Notices and Orders

A. Except as otherwise expressly required by a provision of this Chapter, any notice or order required by this Chapter may be served upon any responsible person by personal delivery or by first class mail. The date of service shall be the date it is personally delivered or placed in a U.S. Postal Service receptacle.

1. Any Order of Suspension or Order of Revocation shall, in addition to being served upon a responsible party in accordance with Subsection 5.28.130.A, shall also be posted at or upon the main entry of the entertainment establishment subject to the Order.

B. Except as otherwise expressly required by a provision of this Chapter, any notice or order issued by mail to a responsible person shall be sent to the mailing address listed on the application for an Entertainment Permit or a request for an appeal (or any other address provided by the responsible person for purposes of receiving mail). Failure of any responsible person to receive a properly addressed notice by mail shall not invalidate any action or proceeding pursuant to this Chapter.

5.28.140 Operating Standards

Unless otherwise exempt from the requirement for an Entertainment Permit pursuant to the provisions of this Chapter, all entertainment establishments shall strictly adhere to the following operating standards.

A. Hours of Operation.

1. Except as otherwise provided in an approved Entertainment Permit, all entertainment establishments shall be closed and all patrons shall vacate the premises between 2:00 a.m. and 6:00 a.m.

2. Except as otherwise provided in an approved Entertainment Permit, all live entertainment at an entertainment establishment shall cease at least thirty (30) minutes prior to the scheduled closing time for the establishment or 1:30 a.m., whichever is earlier.

B. Posting and Exhibition of Entertainment Permit

1. The permittee holding an Entertainment Permit shall keep a copy of the Entertainment Permit (along with all applicable conditions thereon) posted in a conspicuous location at the entertainment establishment named in the Entertainment Permit.

2. Any Entertainment Permit issued pursuant to this Chapter shall be kept in a readily accessible place and shown upon request to any City official responsible for enforcing the provisions of this Chapter or any other provision of this Code.

C. **Security.** Responsible persons for an entertainment establishment shall maintain on the premises of the entertainment establishment and shall strictly adhere to a written security plan submitted in accordance with Section 5.28.050.A.10 and approved by the Chief of Police.

1. Unless otherwise set forth in the approved security plan or as a condition of an Entertainment Permit, responsible persons for an entertainment establishment shall provide at least one (1) uniformed, state licensed security guard for every fifty (50) persons on the premises of an entertainment establishment and within any queue to enter the establishment (i) commencing at least thirty (30) minutes prior to scheduled entertainment or 9:00 p.m., whichever is earlier, and (ii) lasting until all activity at the entertainment establishment has ceased and all patrons have cleared the establishment and parking area.

2. Notwithstanding any other provision of law, no responsible person shall cause, allow, permit, or suffer any security personnel to, and no security personnel shall, be in possession of any firearm while on duty at the entertainment establishment.

3. Unless otherwise set forth in the approved security plan or as a condition of an Entertainment Permit, in addition to any security required pursuant to an approved security plan, an Entertainment Permit, and/or this Section, each entertainment establishment shall provide a minimum of one parking lot attendant with a reflective vest or other clothing/uniform approved by the Chief of Police to monitor activities commencing at least thirty (30) minutes prior to scheduled entertainment and lasting until all activity at the entertainment establishment has ceased and all patrons have cleared the establishment and parking area.

4. Each responsible person (including security personnel) shall use reasonable efforts to cause the orderly dispersal of individuals in the vicinity of the entertainment establishment (including the parking area and rights-of-way adjacent to the establishment) at closing time, and shall not allow individuals to congregate within fifty (50) feet of the establishment in a disorderly fashion.

5. No responsible person shall cause, allow, permit, or suffer, and no security personnel shall, sit at the bar, consume alcoholic beverages or any controlled substance, be under the influence of alcoholic beverages or any controlled substance, or engage in any other violations of law while on duty at the entertainment establishment.

6. Each entertainment establishment shall install, use, and maintain in good working condition a video security system capable of viewing and recording events at the entertainment establishment as approved by the Chief of Police. The video security system must be clearly identified and approved within the security plan submitted in accordance with Section

5.28.050.A.10. The video security system shall be on and operating at all times during business hours and until all activity at the entertainment establishment has ceased and all patrons have cleared the establishment and parking area. The video security system shall be of such to provide images of such a resolution as to clearly identify individuals for later identification.

a. The entertainment establishment shall ensure that at least one employee or other person is present on the premises during normal business hours with the necessary knowledge and skill to operate the video security system so that he or she is able to provide the Covina Police Department copies of video recordings immediately upon request.

b. Responsible persons shall preserve the video security system's recorded information of each business day for a period of not less than ten (10) business days thereafter for the Covina Police Department's review in connection with a criminal or other investigation.

D. **Queues.** Queuing lines shall be managed in an orderly manner and all disruptive and intoxicated persons shall be denied entry. Any queue located on the exterior of a building shall not obstruct the entry or exit doors of adjacent businesses and residences, and shall be located in such a manner that the adjacent sidewalk has at least three feet (3') of unobstructed clearance. All requisite City approvals and permits shall be obtained prior to placing or using any stanchions, rope, balusters, or similar barriers for queues.

E. **Alcoholic Beverages on Premises.** No person shall cause, allow, permit, or suffer any alcoholic beverage at an entertainment establishment unless otherwise authorized pursuant to and in compliance with a current and valid ABC license (unless otherwise exempt from such license).

1. All responsible persons for the entertainment establishment shall be responsible for verifying the age of those persons desiring to purchase and/or consume alcoholic beverages at the establishment in order to ensure compliance with State law restricting the age of the sale and consumption of alcohol to those twenty-one (21) years of age and older. This verification process may include such techniques as the manual checking of identification by a trained employee, the use of an identification scanner or similar device, or other method as approved in the security plan.

F. **Nuisances.** Responsible persons shall not cause, allow, permit, or suffer any nuisance condition at the entertainment establishment, parking area,

or adjacent public right-of-way. Such nuisances include, but are not limited to, disorderly conduct, disturbances of the peace, public drunkenness, consumption of alcohol in public, harassment of passersby, gambling, prostitution, loitering, public urination, lewd conduct, and possession, use, or sales of controlled substances.

G. **Graffiti.** Any graffiti painted or marked upon the premises of an entertainment establishment or any adjacent area under the ownership, possession, or control of the responsible person for the entertainment establishment shall be removed or painted over within 24 hours of its application.

H. The premises shall not be operated as an adult-oriented business as defined in Chapter 9.30 of this Code.

I. There shall be no public telephones located on the exterior of the premises of an entertainment establishment. All interior pay phones shall be designed to allow outgoing calls only.

J. **Maximum Occupancy.** A sign indicating the maximum occupancy as approved by the City shall be posted as directed by the City Building Official. No responsible person shall cause, allow, permit, or suffer any person to enter or remain in the entertainment establishment (or any area thereof) in excess of the approved maximum occupancy.

K. **Reporting Requirement.** Responsible persons shall notify the Chief of Police, in writing, within five (5) calendar days of:

1. Any enforcement action either proposed or actually taken by Alcohol Beverage Control against the entertainment establishment or any responsible person in connection with the entertainment establishment. As used herein, "enforcement action" includes, but is not limited to, the issuance of any "309 Letters", the issuance of a criminal citation to an officer/member, employee, or agent of the responsible persons for alleged violations of law at the entertainment establishment, as well as the initiation of an administrative or civil action against the entertainment establishment or responsible persons for alleged violations of law at the entertainment establishment. "Violations of law" as used herein includes failures to comply with regulations that govern liquor licenses and the premises for which they are issued;

2. Any conditions at the entertainment establishment that substantially affect the public safety which the responsible persons (including any manager and security personnel) know or reasonably should know exist at the time of occurrence;

3. Any incidents of disorderly conduct as defined by this Chapter – including any possession, use, or sale of controlled substances, that have been brought to the attention of responsible persons, or that otherwise the responsible persons know or reasonably should know to have occurred at the entertainment establishment.

L. **Event Promoters.** No responsible person shall use, hire, employ, or avail himself or herself of the service of an event promoter, as defined in this Chapter, for an entertainment establishment unless the even promoter has a current and valid Event Promoter Permit issued in accordance with the provisions of Article II of this Chapter (commencing with Section 5.28.200).

1. Responsible persons shall maintain a copy of any contracts or agreements between the entertainment establishment or responsible persons and the event promoter on file at the entertainment establishment for a period of not less than two (2) years. The two (2) year period shall commence on the later of the last day of operation of the specific event being promoted or the contract's/agreement's expiration date.

M. Responsible persons shall provide consent for and access by any person responsible for the enforcement of the provisions of this Chapter or any other provision of this Code to enter any portion of the entertainment establishment, without charge, at any time during normal business hours or during which any operations are occurring at the entertainment establishment in order to verify compliance with any Entertainment Permit (including an approved security plan and ABC license), the provisions of this Chapter or any other portion of this Code, or any other applicable law or regulation.

1. A permittee and all responsible persons shall fully cooperate with any investigation conducted in order to verify compliance with any Entertainment Permit (including an approved security plan and ABC license), an Event Promoter Permit, the provisions of this Chapter or any other portion of this Code, or any other applicable law or regulation. Cooperation shall include, but shall not be limited to, allowing investigators the immediate opportunity upon request to review any video, writing, or other record required pursuant to the provisions of an Entertainment Permit or other applicable license or permit, this

Chapter, or any other provision of law, and providing a copy of said video, writing, or other record within 72 hours.

N. A permittee and responsible persons shall be responsible for all activities occurring on the premises of an entertainment establishment (including parking areas), including those conducted by employees, managers, event promoters, and other persons acting for the benefit of the entertainment establishment, as well as by the patrons.

5.28.150 Indemnification.

Permittees and all responsible persons shall indemnify and hold the City harmless from any and all losses, claims, actions or damages suffered by any person or persons by reason of or resulting from any negligence of the permittee or its agents, employees, or patrons or on account of any act or omission of the permittee in its exercise of its Entertainment Permit or use of any premises in connection with such permit. In the event any suit or action is brought against the City, the permittee and all responsible persons shall, upon notice of the commencement thereof, defend the same, at no cost or expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the permittee jointly; provided, that in the event the City determines that one (1) or more principles of governmental or public law are involved, the City retains the right to participate in such action. The above liability shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, however, that nothing contained in this Section shall be construed as requiring the permittee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, or its officers, employees, or agents.

5.28.160 Permits Issued Prior to the Effective Date of this Chapter

Unless an earlier expiration date is specified in the terms or conditions of the permit itself, any permit for dance and/or entertainment in the City or for any billiard parlor or billiard or pool tables in the City issued before the effective date of the ordinance codified in this Section shall be valid for one year from the effective date of this Section and shall terminate thereafter. Notwithstanding any other provisions of this Chapter, all permits issued for dance or entertainment in the City or for a billiard parlor or billiard or pool tables in the City before the effective date of the ordinance codified in this Section shall be subject to suspension, modification, or revocation pursuant to the provisions of Section 5.28.090.

5.28.170 Violations and Penalties

A. Any person who violates any provision of this Chapter, or fails to comply with any obligation or requirement of this Chapter, or who fails to comply with any order or notice issued pursuant to the provisions of this Chapter, is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

B. Any person who defaces, alters, or removes any Notice or Order posted as required in this Chapter is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

C. Nothing in this Chapter shall prevent the City Attorney or City Prosecutor from prosecuting a violation of this Chapter as an infraction, at his/her discretion, as set forth in Chapter 1.16 of Title 1 of this Code.

D. Nothing in this Chapter shall prevent the City Attorney or City Prosecutor from bringing a civil action, at his/her discretion, to seek the abatement of any violation of this Code or any nuisance activity at an entertainment establishment.

E. Nothing in this Chapter shall prevent any City enforcement officer from issuing an administrative citation for violations of the provisions of this chapter, as set forth in Chapter 1.26 of this Code.

F. Each person shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this Chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

G. Public Nuisance. In addition to the penalties provided by this Chapter, any condition or activity caused or permitted to exist in violation of any provision, restriction, or requirement of this Chapter or any notice, order, or permit issued pursuant to this Chapter, shall be deemed a public nuisance and may be summarily abated by the City by any and all means (civil, administrative, and/or equitable) as provided by law or in equity.

5.28.180 Cumulative Remedies, Procedures, and Penalties.

Unless otherwise expressly provided, the remedies, procedures, and penalties provided by this Chapter are cumulative to each other and to any others available under City, State, or Federal law.

Article II. Event Promoter

5.28.200 Event Promoter Permit Required.

Unless exempted pursuant to Section 5.28.210 of this Code, it is unlawful for any person to be an event promoter or to engage in event promotion activities in the City without first having obtained an Event Promoter Permit from the Chief of Police.

5.28.210 Exceptions from the Event Promoter Permit Requirement.

An Event Promoter Permit shall not be required for any person promoting entertainment that is otherwise exempt from an Entertainment Permit as provided in Article I, Chapter 5.28 of this Code.

5.28.220 Event Promoter Permit – Application and Contents Thereof.

A. Every person wishing to be an event promoter or engage in the activities of an event promoter in the City shall file an application with the Chief of Police on forms approved by the Chief of Police at least thirty (30) calendar days prior to the commencement of the engaging in such activities. Such application shall, at a minimum, set forth the following information:

1. The name(s), residence(s), business address, and telephone number(s) of the applicant(s), and, if the applicant(s) is/are a corporation, limited liability company, general or limited partnership, or any other fictitious entity, the name(s), residence(s), and telephone number(s) of:

a. All directors and officers of the corporation or limited liability company;

b. All persons who own or hold 10% or more of an ownership interest in the corporation or limited liability company;

c. All persons who are members or managers of the limited liability company;

d. All persons who are partners in the general partnership;

e. All persons who are general partners in the limited partnership;

2. A copy of a current and valid government issued driver's license or identification card for each person providing information pursuant to this Section;

3. A copy of the applicant's current and valid Covina Business License to engage in the activities of an event promoter;

4. The name and address of the venue(s) for which the applicant will be engaging in the activities of an event promoter;

5. A copy of the current and valid Entertainment Permit for the venue(s) for which the applicant will be engaging in the activities of an event promoter;

6. The name(s) of any person(s) who will be managing or supervising the event and/or venue for which the applicant will be serving as an event promoter;

7. Whether the applicant and/or any person for whom information is required to be provided pursuant to this Section has ever had a permit for the same or any similar business denied, suspended, or revoked anywhere, and, if so, the circumstances, time and place of such denial, suspension, and/or revocation;

8. Whether the applicant and/or any person for whom information is required to be provided pursuant to this Section has ever been convicted of a misdemeanor or felony and, if so, the details of such conviction;

9. The signature, under penalty of perjury, of the applicant and of all persons for whom information was required to be provided pursuant to this Section;

10. Such other information as the Chief of Police deems necessary for the proper processing and review of the application, for fulfilling the goals of this Chapter, and/or for the safeguarding of the public health, safety, and general welfare.

B. Each application submitted pursuant to this Section shall be accompanied by a non-refundable fee that shall be established by (and modified from time to time) by resolution of the City Council.

C. The applicant and all persons for whom information was required to be provided pursuant to this Section shall submit a complete set of fingerprints to the Chief of Police in a manner and form approved by the Chief of Police. Any fees for the fingerprints shall be paid by the applicant.

5.28.230 Event Promoter Permit – Investigation and Action Thereon.

A. **Determination of Completeness.** The Chief of Police shall, within ten (10) calendar days, review the submission of any application for an Event Promoter Permit and supporting documents to determine if the Application contains all of the requisite information set forth in Section 5.28.220. Any application that is missing information required pursuant to Section 5.28.220 or that is not accompanied by the requisite fee shall be deemed incomplete and shall not be processed by the Chief of Police. In such case, the Chief of Police shall issue a Notice of Incompleteness to the applicant specifying the information that is missing resulting in the incomplete application.

B. **Investigation.** Upon receipt of a complete Event Promoter Permit application (and requisite fees), the Chief of Police shall conduct a thorough investigation of the application. The Chief of Police may request supplemental investigation, information, reports, and/or recommendations pertaining to relevant zoning, building, health, safety, fire, law enforcement, or other factors from any appropriate department of the City or other appropriate agency.

Among other things, the Chief of Police shall be required to check local and State summary criminal history information, including CLETS/NCIC, and to certify whether disqualifying criminal history has been discovered. Accordingly, pursuant to Penal Code Sections 11105 and 13300, the City Council explicitly authorizes the Chief of Police to obtain such information as it relates to disqualifying convictions or conduct related to the crimes and offenses described in this Chapter.

C. **Approval.** The Chief of Police shall, within thirty (30) calendar days of submission of a completed application for an Event Promoter Permit, approve the issuance of an Event Promoter Permit, subject to the conditions set forth in Section 5.28.230.E, unless he or she determines:

1. Other approvals, permits, licenses, or inspections are required in order for the applicant to engage in the activities of an event promoter as set forth in the application, including, but not limited to, an Entertainment Permit for the venue for which the applicant will be serving as an event promoter;

2. The applicant or any other person for whom information is required to be provided pursuant to Section 5.28.220 has, within the past seven (7) years, been convicted of any felony or of any misdemeanor crime involving moral turpitude or which is substantially related to the qualifications, functions, or

duties of a proprietor, manager, or other responsible person for an entertainment establishment;

3. The applicant or any other person for whom information is required to be provided pursuant to Section 5.28.220 has a history of committing, permitting, or failing to prevent significant violations of Federal, State, or local law, or of any license or permit, in connection with an entertainment establishment for which he or she was an owner, operator, or otherwise responsible person;

4. Based upon the information before the Chief of Police, the applicant or any other person for whom information is required to be provided pursuant to 5.28.220, has knowingly provided false or misleading information, or has otherwise omitted information in the application or in any amendment or report required to be made under this Chapter;

5. The applicant or any other person for whom information is required to be provided pursuant to Section 5.28.220 has had an Event Promoter Permit denied or revoked within the twelve (12) months preceding the current application;

6. The applicant or any other person for whom information is required to be provided pursuant to Section 5.28.220 owes the City of Covina a fee authorized by Section 5.28.220.B or an administrative penalty resulting from a violation of any provision of this Chapter or of a condition of any permit issued pursuant to this Chapter; and/or,

7. The application is otherwise incomplete.

D. **Denial.** In the event the Chief of Police does not approve an Event Promoter Permit, the Chief of Police shall issue a written Notice of Denial to the applicant notifying the applicant of the denial and the reasons therefor within thirty (30) calendar days of the submission of a completed application for an Event Promoter Permit. The Notice of Denial shall also advise the applicant of the applicant's appeal rights (including method and timeline for requesting an appeal) as set forth in Section 5.28.270.

E. **Conditions of Approval.** Event Promoter Permits shall be subject to conditions in order to ensure compliance with this Chapter, applicable Federal, State, and local law, and otherwise to protect the public health, safety, and welfare.

1. The conditions placed imposed upon any Entertainment Permit, ABC license, conditional use permit, other special permit, or land-use entitlement applicable to the entertainment establishment for which the applicant

shall be engaging in the services of an event promoter shall constitute conditions of the Event Promoter Permit issued under authority of this Chapter.

a. The Chief of Police may require an applicant for an Event Promoter Permit to demonstrate compliance with applicable conditions of existing Entertainment Permit, ABC license, conditional use permit(s), other special permit(s), and/or land-use entitlement(s) prior to the issuance of the Event Promoter Permit or may issue the permit conditioned on the applicant obtaining any other additional necessary special permit or other City, County, or State approval.

2. The Operating Regulations and Conditions set forth in Section 5.28.310 shall constitute conditions of any Event Promoter Permit issued pursuant to the provisions of this Chapter.

3. The Chief of Police may, based upon specific and articulable facts reasonably related to insuring the public health, safety, and welfare – impose conditions upon an Event Promoter Permit relating to the operation of the entertainment establishment including, but not limited to:

a. The days, hours and locations of entertainment being provided;

b. Restrictions designed to prevent minors from obtaining alcoholic beverages, such as separate entrances, exits, and restroom facilities on the premises;

c. The number and age of persons allowed on the premises;

d. Whether licensed security guards are required, and, if so, how many;

e. Specific measures the permittee must undertake to control the conduct of patrons so as to prevent or minimize disorderly conduct within the entertainment establishment, parking areas, and adjacent public rights-of-ways;

f. Specific measures the permittee must undertake to remove trash attributable to the establishment or its patrons in and around the entertainment establishment, the surrounding neighborhood, and the adjacent public rights-of-way;

g. Specific measures the permittee must undertake to prevent the entertainment and its patrons from disturbing the peace and quiet of the surrounding neighborhood;

h. Specific measures the permittee must undertake to prevent its patrons from engaging in disorderly conduct in the surrounding neighborhood;

i. Whether the Chief of Police must receive advance notice of the date of a particular event if that event is not held as part of the regularly scheduled events of the business; or,

j. Other matters related to the public health, safety, and welfare.

4. Nothing in this Section shall be construed to limit the authority of the Chief of Police to place additional conditions upon the Event Promoter Permit that are more restrictive than the conditions of any applicable Entertainment Permit, conditional use permit, special permit, or land-use entitlement, or of any applicable Operating Regulation and Condition;

5. No condition may be imposed upon any Event Promoter Permit that conflicts with Federal, State or local law;

6. Conditions shall be listed on, or attached to, the Event Promoter Permit;

7. The imposition of any conditions other than those imposed by Sections 5.28.230.E.1 and 5.28.230.E.2 is subject to appeal in accordance with the time constraints and provisions set forth in Section 5.28.270.

5.28.240 Event Promoter Permit – Duration.

A. Except as provided in Subsection B of this Section, Event Promoter Permits issued pursuant to this Chapter are valid for a period of one (1) year from the date of issuance.

B. An Event Promoter Permit issued for a special event is valid for the term stated in the permit, but in no event for a period greater than one (1) year from the date of issuance.

5.28.250 Event Promoter Permit – Non-Transferable

No person shall assign or transfer any Event Promoter Permit to any other person issued pursuant to this Chapter, and any attempt to assign or transfer any Event Promoter Permit issued pursuant to this Chapter shall render the Event Promoter Permit null-and-void and shall be immediately surrendered to the Chief of Police.

5.28.260 Event Promoter Permit – Modification, Suspension, or Revocation

A. **General.** The Chief of Police may modify the conditions of an Event Promoter Permit or may suspend or revoke any Event Promoter Permit issued pursuant to this Chapter if the Chief of Police makes any of the following findings and/or determinations:

1. There exists any ground for denial of the Event Promoter Permit pursuant to Section 5.28.230 of this Chapter;

2. The permittee or other responsible person has knowingly made any false, misleading, or fraudulent statement of material fact or has knowingly omitted a material fact in the application for the Event Promoter Permit or any report or records required to be filed by law;

3. The permittee or other responsible person has failed to comply with one or more conditions of the Event Promoter Permit, or any other entitlement granted by the City or other government agency (including any conditions of an Entertainment Permit or ABC license) issued for the venue for which the permittee is serving as an event promoter;

4. The permittee or other responsible person has violated or is violating any ordinance, law, rule, or regulation of the City, County of Los Angeles, State of California, or the United States of America, in the course of exercising any rights under the Event Promoter Permit or the Entertainment Permit issued for the venue for which the permittee is serving as an event promoter;

5. The permittee or other responsible person has engaged in the activities of an event promoter in violation of any conditions of approval, Notice of Denial, Order of Suspension, or Order of Revocation issued pursuant to this Chapter;

6. The permittee or other responsible person has been held liable for, or has been convicted of, any offense involving the maintenance of a nuisance resulting from any act performed in exercising any rights under the Event Promoter Permit or the Entertainment Permit issued for the venue for which the permittee is serving as an event promoter; and/or,

7. Continued activities under the Event Promoter Permit (and any applicable conditions) would endanger, disrupt, or otherwise be detrimental to the public peace, health, safety, morals, or general welfare of the City, its residents or guests, and/or the general public, or would otherwise constitute a public nuisance.

B. Order of Modification, Suspension, and/or Revocation.

1. Where the Chief of Police has determined that the conditions of an Event Promoter Permit shall be modified or that an Event Promoter Permit shall be suspended or revoked, the Chief of Police shall provide written notice of his or her decision to the permittee in the same manner as that set forth for the modification, suspension, and/or revocation of an Entertainment Permit pursuant to Section 5.28.090 of this Chapter.

2. The effective date of a modification, suspension, and/or revocation of an Event Promoter Permit shall be the same as that set forth for the modification, suspension, and/or revocation of an Entertainment Permit pursuant to Section 5.28.090 of this Chapter.

5.28.270 Event Promoter Permit – Appeals

A. **Request for Appeal.** Any applicant for an Event Promoter Permit that has received a Notice of Denial, any permittee that has received an Event Promoter Permit subject to conditions of approval pursuant to Section 5.28.230, and any permittee that has received an Order of Modification, Suspension, and/or Revocation of an Event Promoter Permit pursuant to the provisions of this Chapter may appeal said Notice or Order by filing a request for an appeal with the City Clerk, and tendering a filing and processing fee as set by resolution of the City Council, within ten (10) calendar days of service of the Notice, Order, or conditions of approval. The procedures and timelines for an appeal shall be the same as those set forth for an appeal of a modification, suspension, and/or revocation of an Entertainment Permit pursuant to Section 5.28.100 of this Chapter

5.29.280 Effect of Denial and Revocation of an Event Promoter Permit

A. If an application for an Event Promoter Permit is denied or revoked by the Chief of Police pursuant to the provisions of this Chapter, no application for an Event Promoter Permit submitted by the same applicant or any person for whom information was required to be provided for the denied or revoked Event Promoter Permit pursuant to Section 5.28.220 shall be considered by the Chief of Police for a period of twelve (12) months from the date of denial or revocation.

B. **Exception.** Notwithstanding the provisions of Subsection A of this Section, the Chief of Police may consider an application for an Event Promoter Permit in less than the stated period if the application is accompanied by evidence that the ground or grounds for denial of the previous application no longer exist. This exception does not apply to permits that have been revoked.

5.28.290 Issuance of Subsequent Event Promoter Permit

Applications for a new Event Promoter Permit for the same promoter providing services for the same location as authorized in a current and valid Event Promoter Permit shall be submitted and processed in the same manner as set forth in Sections 5.28.220 and 5.28.230.

5.28.300 Event Promoter Contract Required.

A. No event promoter shall promote an event except pursuant to a written contract executed between the event promoter and the person hiring the event promoter which may include, but is not limited to, the owner, manager, lessee, or renter of the entertainment establishment or premises where the event is scheduled to occur.

B. The contract shall include, at a minimum, the following information:

1. The complete name, address, telephone number, and date of birth for the event promoter;
2. A photocopy of the event promoter's government issued driver's license or identification card;
3. The event promoter's Event Promoter Permit number and Covina Business License number;
4. A photocopy, or other legible reproduction, of the event promoter's Event Promoter Permit and Covina Business License;
5. The address and name (if applicable) of the entertainment establishment where the entertainment will occur;
6. The number of the Entertainment Permit, ABC license, and any other license or permit required for the event;
7. A photocopy, or other legible reproduction of, the Entertainment Permit, ABC license, and any other license or permit required for the event;
8. The legally-authorized maximum occupancy limit of the event site, including each room, floor, or other area where the event is scheduled to occur;

9. A telephone number for the event promoter at which the event promoter will respond for the duration of the event and for two (2) hours before and after such time as the event is scheduled to occur;

10. The time(s), date(s), and length of the event(s);

11. A list naming all entertainers and performers who are scheduled to perform during the event;

12. A general description of the methods that will be used for the promotion, marketing, and advertising of the event;

13. The complete name of each employee, agent, or other representative of the event promoter that will be present at the event and the general description of their respective duties;

14. Language prohibiting the placement of signs in the City of Covina without all requisite City approvals, permits, and inspection, or within the public right-of-way.

C. A copy of the contract required by this Section shall be kept and maintained at the entertainment establishment for the duration of the event (as well as for two hours before and after such time as the event is scheduled to occur), and shall be made available by the event promoter and any responsible person for inspection and copying upon request of the Chief of Police or any City Official responsible for enforcing the provisions of this Code.

D. If the parties to the contract make any changes to the terms or provisions thereof between the time the contract is executed and the time when the event occurs, those changes shall be reflected in an amended contract which shall comply with the requirements set forth in Subsections A through C, above.

5.28.310 Operating Regulations and Conditions.

All event promoters shall strictly adhere to the following Operating Regulations and Conditions. Event promoters shall be jointly responsible for any violations of these Operating Regulations and Conditions – which shall not relieve any other responsible person of any obligations set forth in this Chapter.

A. Event promoters shall comply with the following:

1. Conditions of any applicable Event Promoter Permit, Entertainment Permit (including approved security plan), Conditional Use Permit, or other special permit or land-use entitlement;

2. All applicable Federal, State, County, and City laws, ordinances, rules, and/or regulations;

B. Record Keeping. Each event promoter shall maintain on file, for a period of not less than two (2) years from the later of the last day of operation of the specific event being promoted or the contract's expiration date, complete and accurate records of all business activities related to events for which the event promoter has performed any services or activities that are subject to the provisions of this Chapter. Such records shall include, but shall not be limited to the following:

1. All contracts required by this Chapter, as well as any contracts with performers; and,

a. Contracts with performers shall contain, at a minimum, the true name of the performer along with any fictitious/stage name under which the performer is being promoted.

2. Records of advance ticket sales, tickets sold at events, other admission or entrance fees or donations, or any other fees, charges, or donations collected at such events.

The records required by this Section shall be made available for inspection by the Chief of Police or any City Official responsible for enforcing the provisions of this Code. Clear and legible copies of such records shall be provided within seventy-two (72) hours of any request by the Chief of Police or any City Official responsible for enforcing the provisions of this Code.

C. On-Site Presence During Event. The event promoter or agent thereof (at least 21 years of age or older) shall be on-site for the entire duration of the event he or she is promoting, as well as for one (1) hour before the event is scheduled to occur and thirty (30) minutes after the conclusion of the event (unless the business establishment closes prior thereto).

D. Advertising. Event promoters shall ensure that all promotional materials, including, but not limited to, handbills, dodgers, circulars, booklets, cards, pamphlets, sheets, other written or printed notices, and/or any sample products, any of which advertise the event being promoted, contain plainly printed or stamped on the first page thereof, or on the front thereof, in a space free of other matter, the number of the applicable Event Promoter permit.

E. Cooperate fully with the Chief of Police or any City Official responsible for enforcing the provisions of this Code with any inquiry, inspection, reasonable request, or investigation necessary or appropriate to implement the requirement of this Code or to enforce any other Federal, State, County, or City law;

F. Immediately report to the Covina Police Department and, if necessary, emergency medical services at 911, any conditions which the event promoter (or his or her designated representative) knows, or reasonably should know, exist at the event and could result or could have resulted in harm or an immediate threat of harm to the health, safety, and general welfare of the spectators of the event or any member of the public.

SECTION 3: If any Article, section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each Article, section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more Articles, sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 4. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 5: The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this ordinance, the ordinance, or a summary of the ordinance, 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 6: The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SIGNED AND APPROVED this _____ day of _____, 2015.

JOHN C. KING, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 2

-
- MEETING DATE:** November 17, 2015
- TITLE:** Appeal of the Planning Commission's denial of Variance No. 15-001 a variance request for a proposed freestanding sign located at 545-547 North Citrus Avenue to exceed the maximum sign height (20 ft.) and face (75 sq. ft.) limits for property in the Town Center Commercial (TC-C) Zone
- PRESENTED BY:** Brian K. Lee, AICP, Director of Community Development
Paula Kelly, Contract Planner
- RECOMMENDATION:** Adopt Resolution No. 15-7420 Sustaining the Planning Commission's Denial of Variance No. 15-001 Because Findings Cannot be made for Approval of Variance No. 15-001 as required by Government Code Section 65906 and the Covina Municipal Code
-

BACKGROUND

The Applicant, The McIntyre Company, filed an application for a variance (Variance No. 15-001) to construct a freestanding sign that exceeds the City's maximum height and sign face requirements on real property located at 545-547 North Citrus Avenue in the Town Center Commercial (TC-C) Zone. The application is attached to this staff report as Attachment No. 1. The Applicant is proposing two versions of the freestanding sign, which proposals are described in detail in the October 13, 2015 Planning Commission staff report attached to this report as Attachment No. 3. The Applicant is proposing a freestanding sign that is 45 feet in height with a sign face of either 99 or 145 square feet. Section 17.52.220.G. of the Covina Municipal Code (CMC) provides that the maximum height of a freestanding sign on premises in the TC-C Zone is 20 feet and the maximum area of the face of a sign may not be larger than 75 square feet.

The Planning Commission of the City of Covina held a duly noticed public hearing on October 13, 2015 to consider the variance application. The Planning Commission received comments from the Applicant during the public hearing. The Applicant's comments are discussed in greater detail below. Staff also received a comment via e-mail from Mr. Robert Torres (Attachment No. 2). Mr. Torres reviewed the photo simulations contained in the Planning Commission's October 13, 2015 regular meeting agenda packet and expressed an opinion that the proposed sign is out of character with the surrounding business community. Mr. Torres also felt that an approval of the variance would set a precedent with respect to deviating from the City's Municipal Code requirements. No other members of the public provided comments during the public hearing. The minutes of the Planning Commission's October 13, 2015 regular meeting are attached to this staff report as Attachment No. 4. Planning Department staff recommended that the Planning Commission deny the variance application. Planning

Department staff also recommended two alternative actions that the Planning Commission could make in the event the Planning Commission did not wish to deny the variance application: (1) approve the variance application or (2) make a recommendation to the City Council concerning amendments to the City's Zoning Code and Design Guidelines that would permit the proposed sign and other similar signs proposed in the future for the TC-C Zone.

After the close of the public hearing and at the conclusion of the Planning Commission's discussion and deliberation, the Planning Commission voted 4-0-1 (Commissioner Manning was absent) to adopt Planning Commission Resolution No. 2015-17 PC (Attachment No. 5) denying the application for Variance 15-001. The Planning Commission determined that the findings required for granting the variance under Section 17.78.020 of the CMC could not be made.

The Applicant has submitted a timely written appeal of the Planning Commission's denial of the variance application to the City Clerk pursuant to Section 17.78.110 of the CMC (Attachment No. 6). The Applicant's filing of the appeal stays the order of the Planning Commission and the issuance of any permits predicated thereon until the City Council acts on the appeal. Section 17.78.130 of the CMC provides that the Council must hold a public hearing on the appeal during which the Applicant must present information and data in support of the appeal.

The Applicant's variance application includes written information from the Applicant about the Applicant's discussions with City staff since fall 2014 concerning a proposed "65' tall" freestanding sign. It is Planning Department staff's understanding that the City's former Interim Public Works Director had discussions with the Applicant that explored the concept of a commercial monument sign with directional signage for Metro parking at the corner of Front Street and Citrus Avenue. City staff conducted a site visit with the Applicant on October 16, 2014, prior to the Applicant's submission of any formal entitlement applications, to better understand the relationship of the Metro public improvements along Front Street and the sign concept proposed by the Applicant at that time. During the site visit, the Applicant performed a "flag test" of the 65 foot sign concept. Planning staff recalls conversations between staff and the Applicant during the site visit concerning: a reduction of the proposed sign's height; whether a code amendment application would be required; whether a variance application would be required; whether findings could be made to support a variance application; environmental review (CEQA) issues; and whether an architectural extension is considered a design element not part of the total sign height. City staff's discussions with the Applicant during this time consisted of a brainstorming of ideas. No conclusions were made by City staff concerning the Applicant's concept for the sign, nor was any decision made by the City's applicable approval bodies.

The Applicant did not have further contact with Planning staff regarding the proposed freestanding sign after October 2014, until the Applicant formally submitted a variance application on July 8, 2015, seeking approval of a 45-foot high freestanding sign.

SUMMARY OF OCTOBER 13, 2015, REGULAR PLANNING COMMISSION MEETING

The City's contract planner, Nancy Fong, presented the staff report on the proposed freestanding sign and the variance application. After the staff presentation, the Commission opened the public hearing and received comments from the Applicant's representatives, Linda Logan and Andrew McIntyre, in support of the application. Mr. McIntyre stated that the Artist Pizzeria sign located at 113 North Citrus Avenue does not conform to the maximum height limits set forth in the Town Center Specific Plan. Mr. McIntyre also stated that the Performing Arts Center marquee sign located at 104 North Citrus Avenue is permitted to have an LED display, even though LED displays are not specifically listed as permitted uses in the CMC or the Town Center

Specific Plan. Further, Mr. McIntyre presented findings to the Planning Commission that he felt supported the approval of the variance application. The following is a summary of the Applicant's comments during the October 13, 2015 public hearing and Planning Department staff's responses to those comments:

- **Artist Pizzeria:** The Applicant believes the Artist Pizzeria sign on Citrus is more than 20 feet tall and exceeds the maximum sign height permitted under the CMC and the Town Center Specific Plan. The Applicant believes this fact supports the finding that the requested variance is necessary for the preservation and enjoyment of the Applicant's substantial property right, which right is possessed by other property owners under like conditions in the same vicinity and zone, and would not constitute a grant of a special privilege inconsistent with the limitations placed upon other properties in the same vicinity and zone.

Staff response: The signage on the building located at 113 North Citrus Avenue is a "legal nonconforming" roof sign that was constructed before the CMC was amended and the Town Center Specific Plan was adopted to limit sign heights in the City's Downtown area to 20 feet. When restaurant use known as Artist Pizzeria opened, the use did not enlarge the area of the roof sign or increase the height of the sign, thereby maintaining the legal nonconforming status of the sign. The restaurant use only changed the faces of the sign, which action did not terminate the legal nonconforming status of the sign under the CMC. Staff does not believe that the roof sign is comparable to the Applicant's proposed freestanding sign. First, the roof sign is an existing legal nonconforming sign and was not approved as a result of the filing of a variance application. Second, the modification to the roof sign did not result in an increase in the size or height of the sign relative to original conditions. Third, the roof sign is different in nature than the freestanding or pylon sign proposed by the Applicant.

- **Performing Arts Center Marquee Sign with LED Display:** The Applicant believes that the LED display on the Performing Arts Center Marquee sign does not conform to the requirements of the CMC or the Town Center Specific Plan. The Applicant believes this fact supports the finding that the Applicant's requested variance is necessary for the preservation and enjoyment of the Applicant's substantial property right, which right is possessed by other property owners under like conditions in the same vicinity and zone, and would not constitute a grant of a special privilege inconsistent with the limitations placed upon other properties in the same vicinity and zone.

Staff Response: This overall sign is a replacement of the original marquee sign that existed when the location was a movie theater. At the time the current marquee sign was approved (in 2007), the City's then Planning Manager made a determination that the new marquee sign was a legal nonconforming sign because the sign was similar in appearance, function, and size to the original marquee sign and because the new copy elements (which consisted of the LED display and the associated fixed playhouse-related wording) were actually smaller than the copy elements of the original sign. Additionally, although LED displays are not specifically listed as permitted on signs in the CMC, Planning Department staff has not interpreted the CMC as prohibiting LED displays and evaluates requests for LED displays on a case-by-case basis. For the same reasons discussed above in relation to the Artist Pizzeria roof sign, staff does not believe that the marquee sign is comparable to the Applicant's proposed freestanding sign. First, the marquee sign is an existing legal nonconforming sign and was not approved as a result of the filing of a variance application. Second, the modification to the marquee sign did not result in an increase in the size or height of the sign relative to original conditions. Third,

the marquee sign is different in nature than the freestanding or pylon sign proposed by the Applicant.

- CMC Section 17.78.020.A. requires that the Planning Commission, before granting a variance, find that there are exceptional or extraordinary circumstances or conditions applicable to the subject property that do not apply generally to other property in the same vicinity and zone (Finding No. 1). The Applicant noted that Finding No. 1 can be made, because the northern portion of the Town Center Specific Plan is distinctly different from the southern portion of the Plan. That is, the southern portion of the Plan is a fairly well developed and established downtown area, whereas the northern portion is undeveloped. The Applicant also stated that the existing Howard's TV and Appliance building on the subject site sits on the property line and is 22 feet in height. Therefore, a sign with a height of 20 feet would be blocked from view.

Staff Response: In staff's opinion, this is not a valid comparison. The subject property does not have exceptional or extraordinary circumstances that do not apply to other properties in the vicinity. Staff also believes, based on the Applicant's visual simulations of the proposed 45-foot sign (see Attachment No. 8), that a 20-foot sign would not be blocked from view by the Howard's building.

- CMC Section 17.78.020.B. requires that the Planning Commission, before granting a variance, find that the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity and zone (Finding No. 2). The Applicant noted that Finding No. 2 can be made because the property to the south (the former Clippinger site) will be developed with buildings that will block the view of the pole sign, if it is limited to the 20-foot height.

Staff Response: Staff does not believe that the Applicant's statements support Finding No. 2. At this point in time, there is no project planned for the Citrus/Geneva site, and no application has been submitted to the City. It would be speculative to determine that a future development will block views of the proposed sign, since the design of any development of the Citrus/Geneva site is unknown. The facts required to support Finding No. 2 should not include a consideration of whether views of a sign will be blocked by unknown future development.

- CMC Section 17.78.020.C. requires that the Planning Commission, before granting a variance, find that the granting of the variance will not be materially detrimental to the public health, safety, convenience and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located (Finding No. 3). The Applicant disagreed with staff's determination that Finding No. 3 could not be made. The Applicant stated that the proposed sign would not block any views and that it would not present a distraction to drivers.

Staff Response: Staff contends that the proposed sign will present a distraction and is a safety concern given how impacted the subject area is by vehicular traffic and by traffic from the Metro Link.

- CMC Section 17.78.020.D. requires that the Planning Commission, before granting a variance, find that the granting of such a variance will not be contrary to the objectives of the general plan (Finding No. 4). The Applicant noted that Finding No. 4 can be made because of the following statement contained in the Town Center Specific Plan:

“Aesthetic considerations are also important to promote a vital downtown and encourage private investment and maintenance of existing investments. In particular, symbolic entrances to downtown along Citrus from the north and south are needed, according to the community. The streetscape improvements and parking improvements recently completed along Citrus Avenue in the heart of the downtown should be extended northward to the rail line, according to the Conceptual Plan. Visibility of important public buildings is also important, especially visibility of the City library and park from Citrus.”

Staff Response: While this statement is contained in the Town Center Specific Plan, the finding requires that the granting of the variance will not be contrary to the objectives of the *General Plan* [emphasis added].

STAFF RESPONSES TO APPLICANT’S APPEAL OF THE PLANNING COMMISSION DECISION

The Applicant’s appeal letter is attached to this staff report as Attachment No. 6. The comments made by the Applicant in the letter are summarized below with staff’s responses.

- Comment 1 – According to Chapter IV, Section 12, Paragraph C from the Policy and Regulatory Context of the City of Covina’s Town Center Specific Plan: “Aesthetic considerations are also important to promote a vital downtown and encourage private investment and maintenance of existing investments. In particular, *symbolic entrances to downtown along Citrus from the north and south are needed, according to the community.* [emphasis added] The streetscape improvements and parking improvements recently completed along Citrus Avenue in the heart of the downtown should be extended northward to the rail line, according to the Conceptual Plan. Visibility of important public buildings is also important, especially visibility of the City library and park from Citrus.”

Staff Response: Aesthetic considerations in the Specific Plan area are important to the City. However, such considerations are not part of the findings required for approval of a variance under CMC Section 17.78.020. Therefore, aesthetics cannot be a consideration in making the required findings in order to approve the Applicant’s variance application. The findings that must be made in order to approve a variance do not include a consideration of aesthetics.

- Comment 2 – As indicated at the meeting, the area on North Citrus Avenue at San Bernardino Road is neither economically or aesthetically valuable. It is the intention and desire of the McIntyre Company to bring area standards to a higher level. The old packing house/Taste of Texas Restaurant were converted by McIntyre Company and now deliver a sales tax producing tenant and a new property tax base for the city coffers. In addition to their good name, Howard’s has also brought increased employment to Covina.

Staff Response: The City acknowledges that Howard’s has brought tax revenue and employment to the City. While these are also important to the City, such considerations are not related to the findings that must be made in order under CMC Section 17.78.020 to approve a variance. The findings must be made in order to approve a variance do not

include a consideration of sales tax and employment.

- Comment 3 – Howard’s experience shows signage seen from a distance, and one that creates a landmark (entrance to downtown Covina) can increase sales at least 10% per year. This is a substantial increase in sales tax which could be used to improve our city. One of the biggest complaints for northbound Howard’s patrons is the lack of visible signage. An increase in revenue boosts Howard’s sales, with a correlating increase to the taxes collected by Covina and the subsequently better funded public works projects that the tax revenue supports.

Staff Response: As previously stated, sales tax cannot be considered in making the findings required under CMC Section 17.78.020. There are a number of existing signs on the building, and the Applicant may add an additional sign (the pole sign), provided the sign meets the CMC requirements. The findings that must be made in order to approve a variance do not include a consideration of sales tax revenues.

- Comment 4 – According to the Town Center Specific Plan, it is the desire of the City to build mixed use housing on Citrus and Geneva. As proposed, these buildings are high density, and at minimum two story. A two story building is approximately 24 feet high. At this height, the proposed sign would remain visible. Should these be approved 3 stories as the buildings in the surrounding area, they will be approximately 36 feet tall, and would shadow the proposed sign. In either case, the building sign for Howard’s located on Geneva would be hidden.

Staff Response: These statements are not relevant to the findings required under CMC Section 17.78.020. At this point in time, there is no project planned for the Citrus/Geneva site. It would be speculative to determine that a future development will block views of the proposed sign, since the design of any future development of the Citrus/Geneva site is unknown. The findings that must be made in order to approve a variance do not include a consideration of whether views of a sign will be blocked by unknown future development.

- Comment 5 – The McIntyre Company has always produced an outstanding product, bringing creation and renovation to the area through a dedication to building sustainable, durable projects that are based on quality. Through investment in new projects and re-investment in existing projects, we strive to enhance the appearance, economic function and community growth of Covina. The northern gateway to downtown Covina deserves a beautiful landmark sign. Together we should be striving to create a higher level of standards that will enhance the blighted area.

Staff Response: Whether an area is or is not blighted is not relevant to the findings required under CMC Section 17.78.020. The findings that must be made in order to approve a variance do not include a consideration of blight.

REQUIRE FINDINGS FOR THE VARIANCE

Instead of providing the facts to support the findings required under CMC Section 17.78.020, the Applicant’s appeal letter raised issues on how to make the City’s Downtown area a more vibrant place. It has been the City Council’s goal to foster the vibrancy of the Downtown area and the Council has been open to re-examining the provisions of the CMC and/or the Town Center Specific Plan. The Council’s re-examination of the Town Center Specific Plan standards and

policies may occur sooner as the Los Angeles County Metropolitan Transportation Authority (LACMTA) has awarded the City a grant to amend the Town Center Specific Plan. The intent of the future Town Center Specific Plan amendment is to establish and implement new policies, guidelines, standards and overlay tools to address outdated uses and development standards and stimulate the economic vitality in the Downtown area.

However, CMC Section 17.78.130.B. provides that the City Council must, within 30 days after the conclusion of the appeal hearing, sustain, reverse or modify the Planning Commission’s decision by resolution, setting forth **the four findings listed in CMC 17.78.020.** The required findings are listed below with staff’s determination as to why the facts in the record do not support each finding.

1. There are exceptional or extraordinary circumstances or conditions applicable to the property involved, which do not apply generally to other property in the same vicinity and zone.

Findings of Fact:

The property on which the building is located is flat, is on a similar grade to the adjacent Citrus Avenue, Geneva Place and Front Street is regular in shape, and is adequate in width along Citrus. In addition, there is existing signage on the building as described in the following table and shown in Attachment 7:

**Existing Permitted Signage
545-547 North Citrus Avenue**

Elevation	Wall Sign	Awning Signs	Address Number
North	One sign, 310 sf	Three signs, 4 sf each	One, 15 sf
South	None	Four signs, 4 sf each	One, 15 sf
East	One sign, 112 sf	Four signs, 4 sf each	None

All of the signs described above and shown in Attachment 7 are clearly visible from Citrus Avenue (both northbound and southbound), from Geneva Place and Front Street, as is the case with other businesses in the area.

Thus, staff has determined that there are no exceptional or extraordinary circumstances or conditions applicable to the subject property that do not apply generally to other properties in the same vicinity and Town Center Commercial Zone. Examples of exceptional or extraordinary circumstances are that the grade of the subject property is significantly below street level, or that the parcel is oddly shaped or difficult to access. The subject property is not substantially different from other properties in the vicinity.

The Applicant is not precluded from constructing an additional sign along Citrus Avenue that is limited in height to 20 feet, and with a sign face no greater than 75 square feet.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity and zone.

Findings of Fact:

The subject building is less than 10 feet from Citrus Avenue and a little over 13 feet from Geneva Place and approximately 44 feet from Front Street and generally has good exposure from all surrounding streets. The existing signs can easily be read from a distance equivalent to other business signs in the vicinity. The Applicant, similar to other property owners under like conditions in the same vicinity and Town Center Commercial Zone, enjoys good signage exposure. No substantial property rights are being denied with denial of the Applicant's variance application.

Therefore, staff has determined that the granting of the variance would constitute a grant of a special privilege inconsistent with the limitations upon other properties in the same vicinity and Town Center Commercial Zone. The subject property, as well as other properties in the vicinity, all have good signage exposure. An approval of the Applicant's variance application would set a precedent for other properties in the Downtown area.

3. The granting of the variance will not be materially detrimental to the public health, safety, convenience and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located.

Findings of Fact:

Visual simulations have been prepared that show the proposed sign in the context of the existing environment (Attachment No. 8). The proposed sign will be located on the northwest corner of the site, near the intersection of North Citrus Avenue and East Front Street. Sheet 3 of Attachment No. 6 shows a view of the sign from North Citrus Avenue looking north towards the San Gabriel Mountains. As shown in the simulation, this is the tallest and largest sign in the vicinity. The proposed sign distracts from the view of the mountains and is out of scale with its surroundings. The other simulations also show a sign that is out of scale with its surroundings.

According to the City of Covina Police Department¹: "The combination of the size and location of the sign is a concern. Howard's is adjacent to a major north/south thoroughfare. The nearby Los Angeles County Metrolink train station is one of the busiest stations on the San Bernardino line running into Los Angeles. Vehicular traffic in the immediate area is heavy because of the commuter rail station and the nearby Covina Downtown. Within a 100 yard area of Citrus Avenue, there are five intersections and one railway grade crossing, and the roadway funnels from a four lane raised media to narrower roadway leading into the Downtown. It is our concern that 45 foot illuminated sign would be a considerable distraction to motorists in an already congested area."

Based on the facts above, staff has determined that the granting of the variance would be materially detrimental to the public safety and welfare.

4. The granting of such variance will not be contrary to the objectives of the General Plan.

Findings of Fact:

The proposed sign is not consistent with the following General Plan policies:

¹ Excerpt from a memo dated August 18, 2015 from Stephanie Stabio, Associate Planner Assigned to the Covina Police Department

General Plan Commercial and Industrial Policies No. 3 - Preserve the predominantly low-rise, low- to medium-intensity character of Covina's commercial and industrial districts and corridors.

General Plan Commercial and Industrial Policies No. 10 - Pay particular attention to the special needs and character of the downtown, continue appropriate economic revitalization, physical enhancement, and use refinement activities that will attain a greater variety of retail businesses, attract more people, and generate more sales tax and overall vitality, and consider incorporating mixed uses within an "urban village" or livable cities concept, including residential on top of commercial, to bolster social and economic activity, to best exploit Metrolink Commuter Train Station proximity, to provide needed housing, and to reduce vehicular trips.

General Plan Commercial and Industrial Policies No. 15 - Require that new and remodeled/expanded commercial and industrial structures comply with Zoning, Design Guidelines, [emphasis added] and other standards and incorporate adequate amenities that contribute to a high quality of life for workers and patrons, except in appropriate cases, such as PCD (Planned Community Development) overlay district application, where community goals, objectives, and policies are best furthered.

While other commercial zones in the City have a pole sign height limit of 30 feet, the Town Center Specific Plan limits the height of such signs to 20 feet, as part of the implementation of the above General Plan policies. Because the proposed sign is not consistent with the above General Plan policies, this finding cannot be made.

OPTIONS FOR CITY COUNCIL TO CONSIDER

1. Sustain the decision of the Planning Commission denying the application for Variance No. 2015-001 by adoption of City Council Resolution No. 15-7420, setting forth findings for denial.
2. Reverse the decision of the Planning Commission denying the application for Variance No. 2015-001 and direct Planning Department staff to (1) prepare a Focused Environmental Impact Report ("EIR"), at the Applicant's expense, to analyze any significant and unavoidable impacts related to Aesthetics, Land Use and Traffic Safety and (2) prepare a resolution for the Council's adoption at the next available regular City Council meeting, setting forth the findings for approval listed in CMC 17.78.020. The City Council should provide Planning Department staff with the facts supporting the findings for approval listed in CMC 17.78.020 so staff can prepare the appropriate resolution for Council action at the December 1, 2015 regular City Council meeting. The City's approval of this proposed sign variance would set a precedent for other property owners in the Town Center Commercial Zone to also request variances for proposed signs that are larger than currently allowed under the City's Zoning Code and Design Guidelines. Further, the size, height and design of the proposed freestanding sign, and its associated likely negative aesthetic and precedent-setting impacts on the overall community, may conflict with a key Core Strategy of the most recent joint City Council and Planning Commission Strategic Planning Workshop Sessions held on August 12, 2015 and August 18, 2015 that calls for "Enhancing the Quality of Life" in Covina.
3. Modify the decision of the Planning Commission denying the application for Variance No. 2015-001 and direct Planning Department staff to (1) prepare a Focused Environmental Impact Report ("EIR"), at the Applicant's expense, to analyze any significant and unavoidable impacts related to Aesthetics, Land Use and Traffic Safety

and (2) prepare a resolution for the Council's adoption at the next available regular City Council meeting, setting forth the findings for approval listed in CMC 17.78.020.

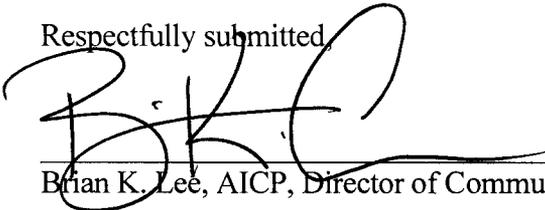
FISCAL IMPACT

There is no fiscal impact from Variance No. 15-001.

ENVIRONMENTAL DETERMINATION

Pursuant to and in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, the Planning Commission has determined that the activity is exempt from CEQA per Section 15270 of the CEQA Guidelines in that CEQA does not apply to projects which a public agency rejects or disapproves. The City Council has reviewed the Planning Commission's determination of exemption, and based on its own independent judgment, concurs with the Commission's determination of exemption,

Respectfully submitted,



Brian K. Lee, AICP, Director of Community Development

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

1. Variance Application
2. E-mail from Robert Torres, Downtown Covina Advocate
3. October 13, 2015 Planning Commission Staff Report
4. October 13, 2015 Minutes of the Planning Commission meeting
5. Planning Commission Resolution No. 2015-17 PC
6. Letter from the McIntyre Companies dated October 14, 2015 appealing the Planning Commission decision to deny Variance No. 15-001
7. Howard's Existing Permitted Signs
8. Visual Simulations of Proposed Pole Sign
9. Resolution No. 15-7420 Denying Variance No. 15-001

**ATTACHMENT 1
VARIANCE APPLICATION**

CITY OF COVINA

ENVIRONMENTAL INFORMATION FORM

(TO BE COMPLETED BY APPLICANT)

Date Filed 7/6/15

General Information

1. Name and address of developer or project sponsor The M^cIntyre Co.
370 E Rowland St. Covina CA 91723
2. Address of project 545-547 N. Citrus Covina CA 91723
Assessor's Block and Lot Number 8431-014-094 / 8431-014-904
3. Name, address and telephone number of person to be contacted concerning this project Andrew M^cIntyre or Linda Logan
370 E Rowland St Covina CA 91723 (626) 332-2978
4. Indicate number of the permit application for the project to which this form pertains permit #3797
5. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies
None
6. Existing zoning district TCSF4 / TCC
7. Proposed use of site (project for which this form is filed) Sign
Application / Variance for Howard's TV &
Appliance Store

Project Description (Attach additional sheets if necessary)

8. Site size 191.50 x 137
9. Square footage 26,235.50
10. Number of floors of construction 1

11. Amount of off-street parking provided 33
12. Attach plans.
13. Proposed scheduling ASAP
14. List associated projects, if any Completed Howard's Remodel
15. Anticipated incremental development n/a
16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected n/a
-
17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities _____
Sales Area = 7,000 sq Admin/Storage 3,000 sq
18. If industrial, indicate type, estimated employment per shift, and loading facilities n/a
-
19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project Retail store bringing sales tax and employment to City of Covina
20. If the project involves a variance, a conditional use or rezoning application, state this and indicate clearly why the application is required See Attached

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

	YES	NO
21. Change in existing features of any bays, tidelands, beaches, or hills, or substantial alteration of ground contours.	_____	_____✓
22. Change in scenic views or vistas from existing residential areas or public lands or roads.	_____	_____✓
23. Change in pattern, scale or character of general area of project.	_____	_____✓

	YES	NO
24. Significant amounts of solid waste or litter.	_____	<input checked="" type="checkbox"/>
25. Change in dust, ash, smoke, fumes or odors in vicinity.	_____	<input checked="" type="checkbox"/>
26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.	_____	<input checked="" type="checkbox"/>
27. Substantial change in existing noise or vibration levels in the vicinity.	_____	<input checked="" type="checkbox"/>
28. Site on filled land or on slope of 10 percent or more.	_____	<input checked="" type="checkbox"/>
29. Use of disposal of potentially hazardous materials, such as toxic substances, flammables or explosives.	_____	<input checked="" type="checkbox"/>
30. Substantial change in demand for municipal services (police, fire, water, sewage, etc.).	_____	<input checked="" type="checkbox"/>
31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).	_____	<input checked="" type="checkbox"/>
32. Relationship to a larger project or series of projects.	<input checked="" type="checkbox"/>	_____

Building improvements completed.

Environmental Setting

- 33. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.
see Attached Photos
- 34. Describe the surrounding properties, including information on plant - and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and the scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

Property to West belongs to City of Covina - Parking Structure & Vacant Auto Dealer. The North - 13 the street used for ingress/egress to parking structure & Auto Repair. to East Citrus St. & Vacant Lot to South Vacant Auto Dealer

Certification

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 7/6/15

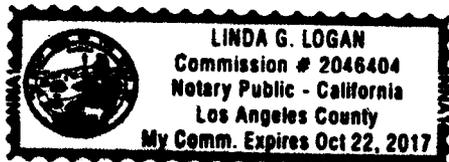
Signature *Andrew McIntyre*
Andrew H. McIntyre, Partner
 For WLH-DC3 LLC

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

Subscribed and sworn to (or affirmed) before me on this 6th
day of July, 2015, by Andrew McIntyre

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Linda G. Logan

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

The South 55 feet of Lot 26 of Tract No. 8354, in the City of Covina, County of Los Angeles, State of California, as per map recorded in Book 104, Pages 93 and 94 of Maps, in the Office of the County Recorder of said County.

The South 55 feet of the East 1.5 feet of Lot 2 of Tract No. 8354, in the City of Covina, County of Los Angeles, State of California, as per map recorded in Book 104, Pages 93 and 94 of Maps, in the Office of the County Recorder of said County.

Except therefrom the East 10.00 feet of the South 55.00 feet of said Lot 26.

Also except that portion of said Lot 26 lying Southeasterly of a curve concave to the Northwest, having a radius of 27.00 feet. Said curve being tangent at its Westerly terminus to the South line of said Lot 26 and tangent at its Northerly terminus to the West line of the East 10.00 feet of said Lot 26.

Assessor's Parcel Number: **8431-014-094**

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Those portions of Lots 1, 2 and 26 of Tract No. 8354, in the City of Covina, County of Los Angeles, State of California, as per map recorded in Book 104, Pages 93 and 94 of Maps, in the Office of the County Recorder of said County, described as a whole as follows:

Beginning at the intersection of the Westerly line of the Easterly 10.00 feet of said Lot 26 with the Southerly line of the Northerly 1.50 feet of said Lot 26; thence Westerly 191.50 feet along said Southerly line and prolongation thereof to the Westerly line of the Easterly 1.50 feet of said Lot 2; thence Northerly 79.33 feet along said Westerly line; thence Easterly 191.50 feet parallel with the Southerly line of said Lot 2 and 26 to the Westerly line of the Easterly 10.00 feet of said Lot 1; thence Southerly 80.05 feet along said Westerly line and prolongation thereof to the point of beginning.

Except therefrom, all oil, gas, and other hydrocarbon substances in and under all of the above described real property, but without any right to penetrate, use or disturb the surface of said property or any portion of said property within five hundred feet (500') of the surface thereof, by deed recorded July 15, 1991, as Instrument No. 91-1076996, Official Records.

Assessor's Parcel Number: **8431-014-904**

Environmental Information Form

City of Covina

Item 20

According to Chapter IV, Section 12, Paragraph C from the Policy and Regulatory Context of the City of Covina's Town Center Specific Plan:

"Aesthetics" are expressly stated as being "important to promoting a vital downtown, and encourage private investment and maintenance of existing investments. In particular, symbolic entrances to downtown along Citrus from the north and south are needed, according to the community."

That said, appropriate findings for approval of the requested variance are as follows:

1. Such variance is necessary for the preservation and enjoyment of property in the same vicinity and zone (i.e. Artesian Pizzeria).
2. Granting of such variance shall be consistent with the adopted General Plan and any applicable Specific Plans.
3. Granting of such variance will not be materially detrimental to the public welfare or injurious to property, or improvements in such vicinity and zone in which the subject property is located.

In the fall of 2014, The McIntyre Company ("Applicant"), approached the City of Covina about the potential development of the old "Taste of Texas" building located at 545-547 N. Citrus Avenue (the "Subject Property"). Over the years the building on the Subject Property had fallen into disrepair with a tired façade, leaky roof, damaged infrastructure, and ingress/egress issues causing noncompliance with the Federal ADA requirements.

During the acquisition and due diligence phase of the Subject Property, Applicant was approached by Howard's TV and Appliance ("Howard's"). Howard's was in the process of closing a store in Rosemead, and sought to relocate to the Covina/West Covina market. Howard's was interested in The McIntyre Square in West Covina, but was swayed by the opportunity to open a location on the Subject Property (which is across from the Metro station). As a condition of relocation however, Howards had very specific exterior improvement requirements, which included extensive signage at the Subject Property. Because Applicant sought to bring this sales-tax producing, job creating tenant to the City, Applicant complied with Howard's exterior improvement requirements by re-roofing and changing windows in the building, adding new HVAC units, mending the exterior stucco, removing unsightly roll-up doors, and obtaining ADA compliance.

During the improvement process, Applicant had several meetings with City staff regarding the placement of exterior signage on the Subject Property. Of particular importance was placement of a large monument sign on the northeast corner of the Subject Property. During such meetings, the City indicated that roughly 50% of the cost of the sign could be reimbursed to Applicant using City transportation funds *if* Applicant would have the sign traverse the Subject Property line and incorporate directional signage (so that the community would be able to determine the direction/location of the Metro, and other City landmarks). Applicant agreed and on Thursday, October 16 at 3:00pm, a meeting was held at the Subject Property with City Planning, Engineering, Public Works, and Executive Administration in attendance. The purpose of the meeting was to discuss logistics of the sign, and to perform a flag test so as to determine the appropriate size/location. Although originally the City and Applicant were contemplating a 65' tall sign, at the meeting it was determined that the height was incongruent with the surroundings, and so the overall height of the sign was reduced to 45'.

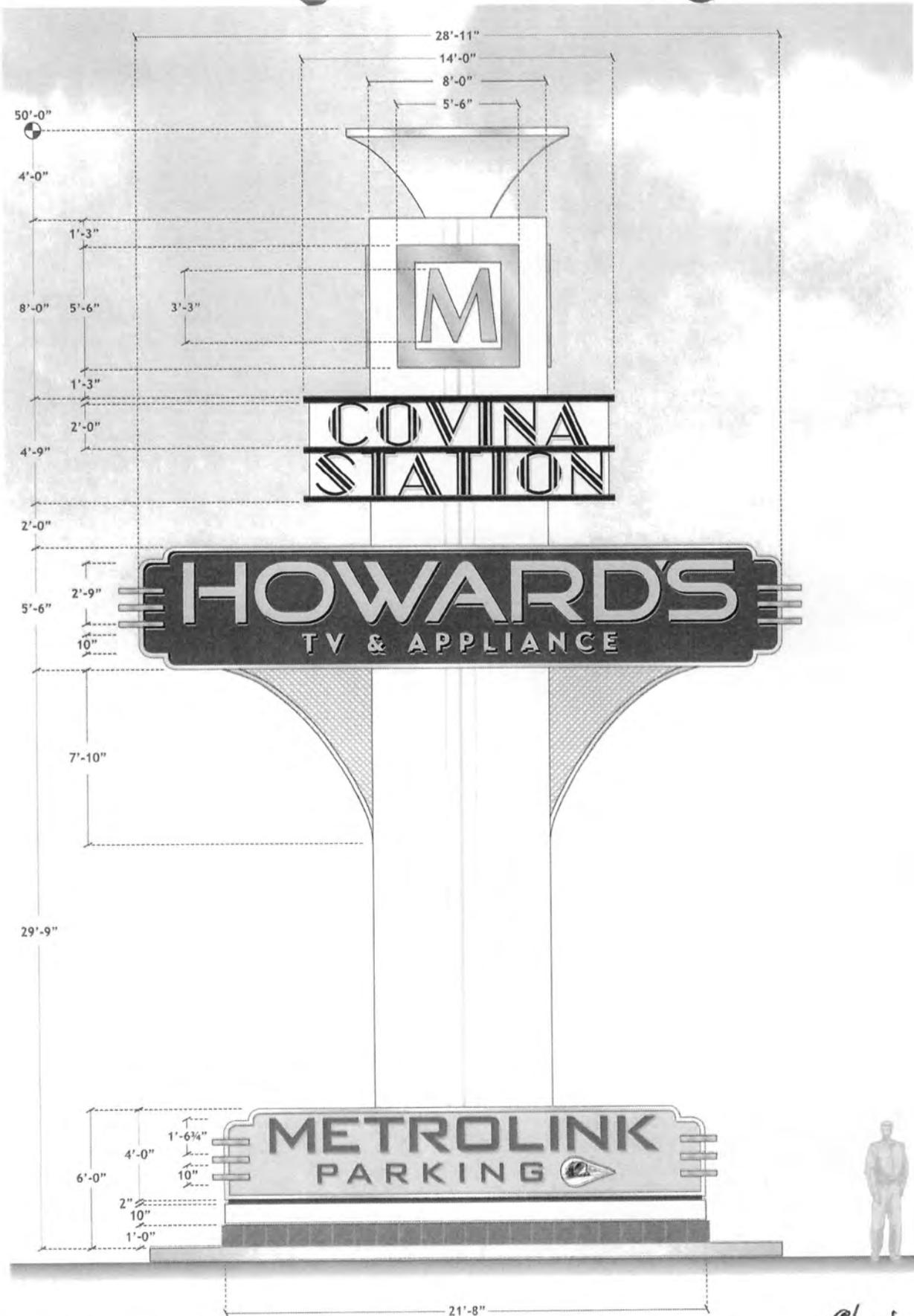
After the site meeting, Applicant continued to work with the City to resolve additional issues concerning the sign which included: use of prevailing wage dollars, the need for a maintenance agreement with the City, payment for the sign's electricity, and reimbursement at a percentage of overall sign area to directional sign area. Eventually several of these issues became insurmountable, and as a result Applicant decided to move forward on its own with construction of the sign.

Given the foregoing, Nancy Fong from the City Planning Department informed the Applicant that it could independently construct a sign if the "sign face" would be no higher than 30.' According to Fong, any additional height due to the Applicant's corporate logo and/or illuminating top would be considered "filigree," and would not be considered a part of the "sign face." This criteria was the same criteria that was used for the Artesian Pizza sign in downtown Covina. That said, with input from the City Planning Department, Applicant redesigned the sign three separate times, and eventually submitted the "final design" to the City for approval.

After nearly two weeks of review, the Applicant was informed that the sign did not meet City standards. The three options provided for remedying the situation were: (1) place a 20' sign on the Subject Property which would defeat the purpose of the signage with a building height of merely 22', (2) apply for a variance, and expect the Planning staff to write a negative staff recommendation in response to the application, or (3) pay to have the zoning changed.

Throughout the history of The McIntyre Company, we have worked in good faith with the City to enhance the community, and build a city we can all be proud of. Our appreciation for past cooperation is not lost. We have worked with staff for the last 9 months on this project.

We believe the proposed sign will enhance the northern entrance to the downtown corridor and is in line with the City's aesthetic vision outlined in the TCSP.

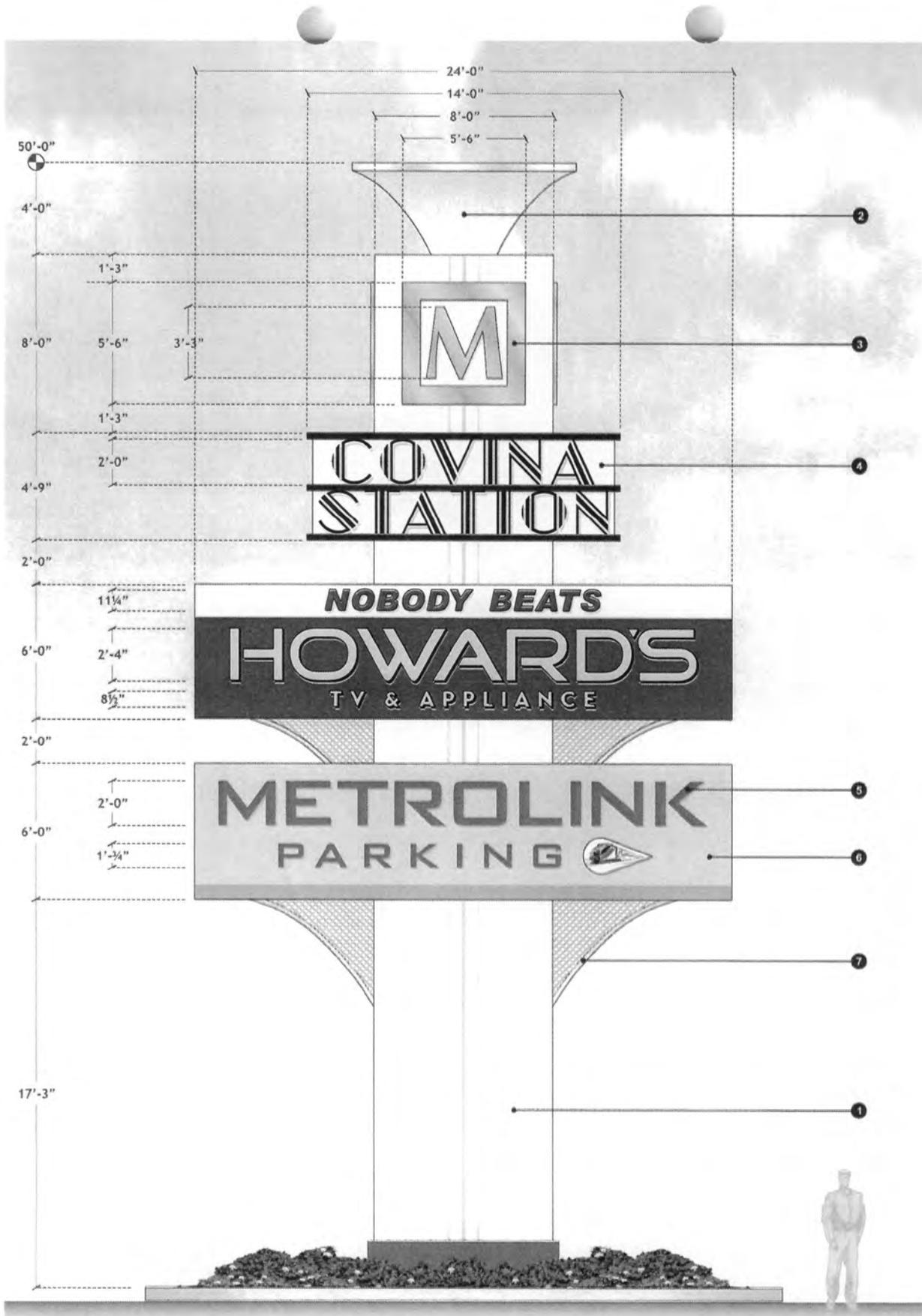


DRAFT 1

A INTERNALLY ILLUMINATED D/F PYLON SIGN
One unit required

9/23/14
Scale: 3/8" = 1'-0"

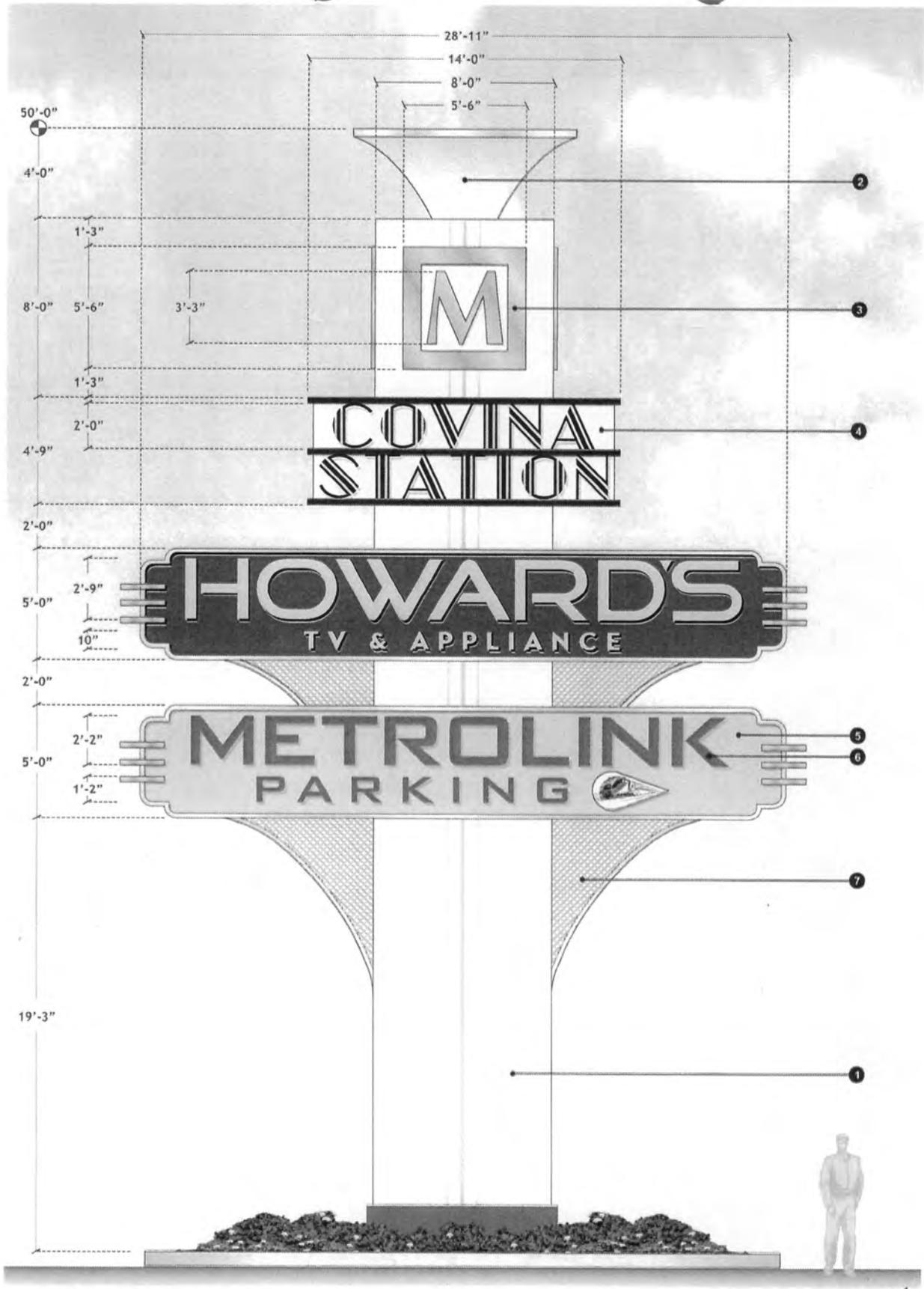




DRAFT 2

A INTERNALLY ILLUMINATED D/F PYLON SIGN - Option 1
One unit required

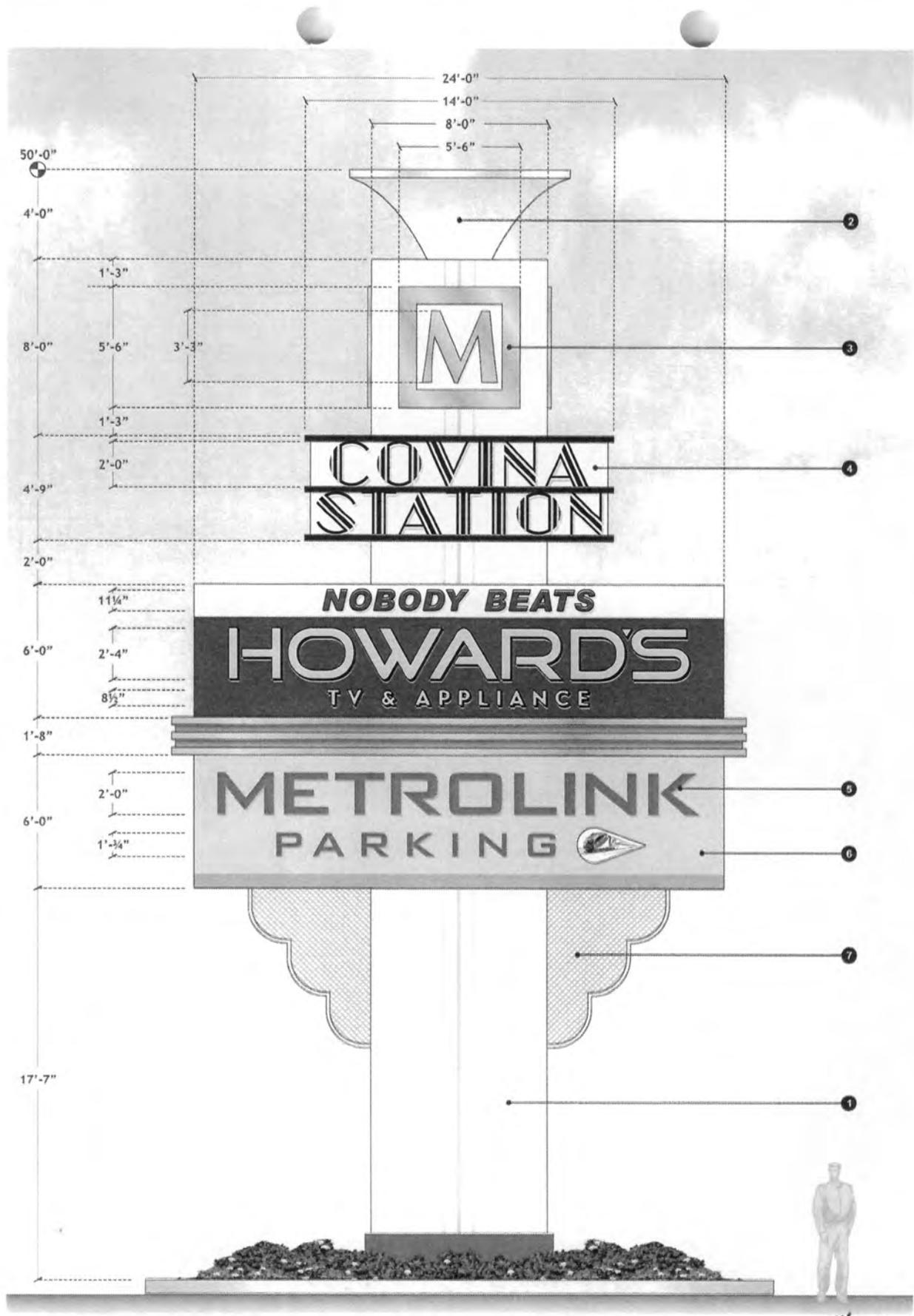
10-16-14
Scale: 3/8" = 1'-0"



DRAFT 3

A INTERNALLY ILLUMINATED D/F PYLON SIGN - Option 1
 One unit required

10/16/14
 Scale: 3/8"=1'-0"

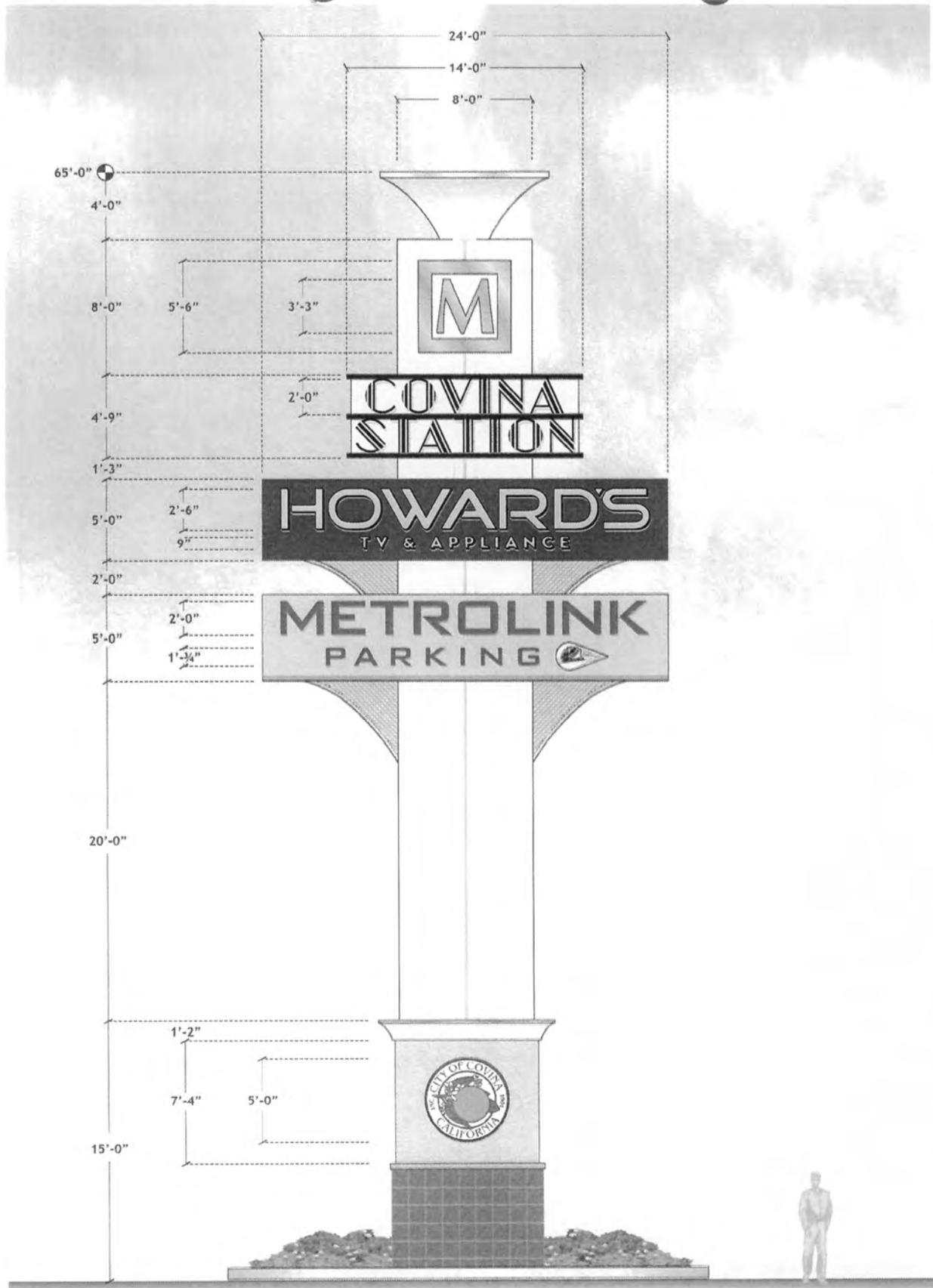


DRAFT 4

A INTERNALLY ILLUMINATED D/F PYLON SIGN - Option 2
 One unit required

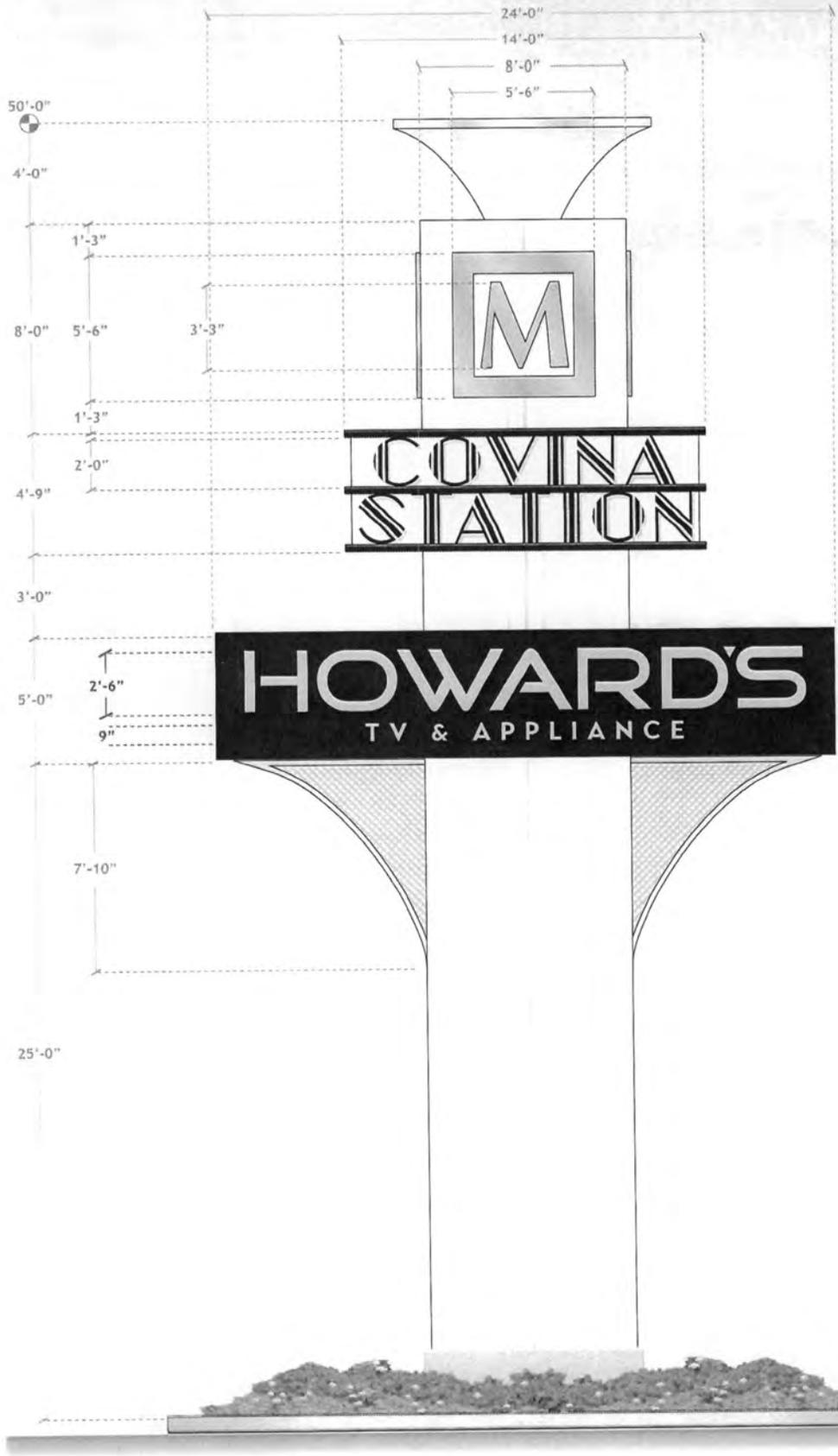
10/16/14
 Scale: 3/8"=1'-0"

DRAFT 5



A INTERNALLY ILLUMINATED D/F PYLON SIGN
One unit required

10-22-14
Scale: 3/8"=1'-0"

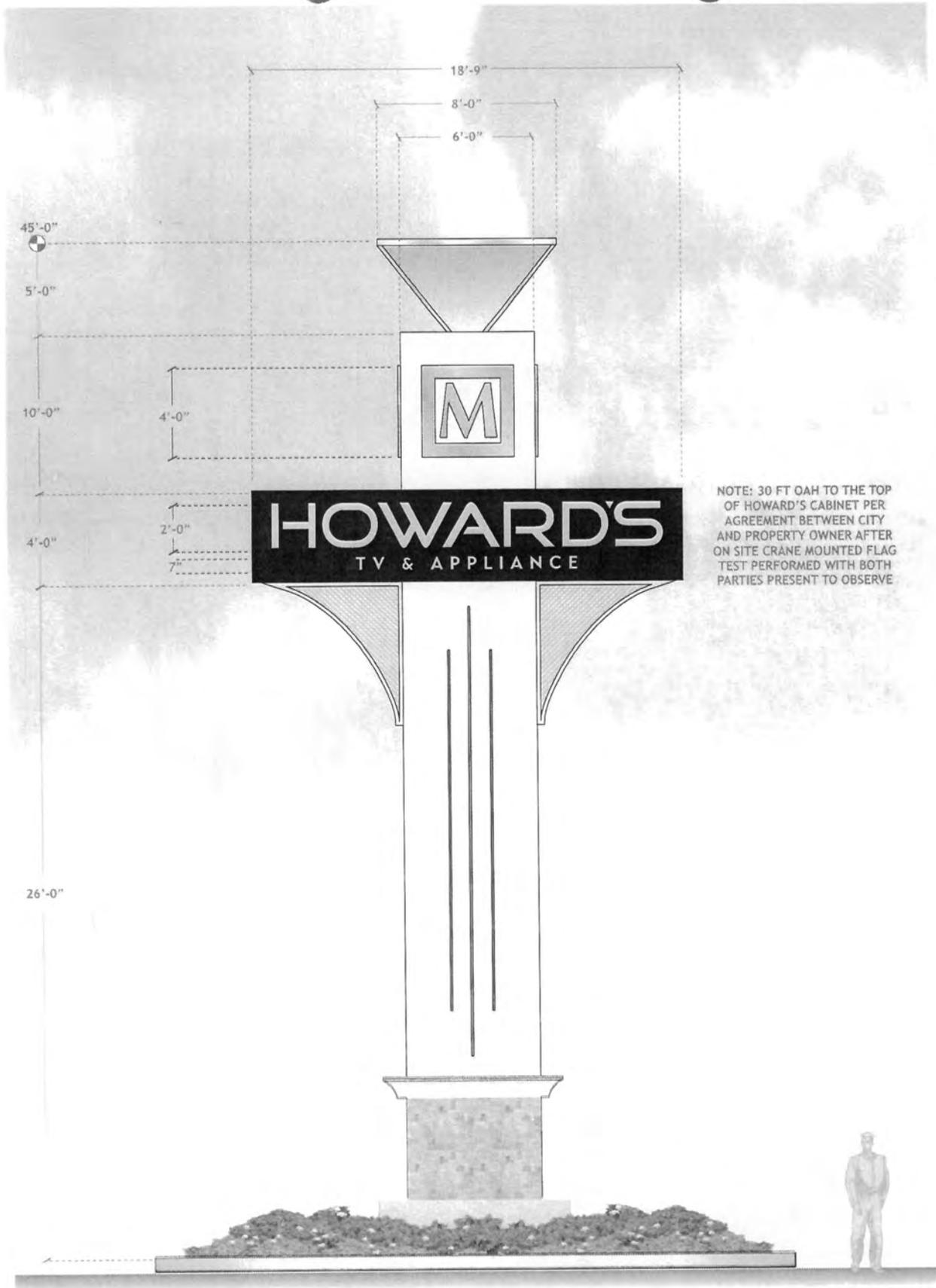


DRAFT 6

A INTERNALLY ILLUMINATED D/F PYLON SIGN
 One unit required

1/2015
 Scale: 3/8"=1'-0"





SUBMITTED -
PROPOSED

NOTE: 30 FT OAH TO THE TOP OF HOWARD'S CABINET PER AGREEMENT BETWEEN CITY AND PROPERTY OWNER AFTER ON SITE CRANE MOUNTED FLAG TEST PERFORMED WITH BOTH PARTIES PRESENT TO OBSERVE

A INTERNALLY ILLUMINATED D/F PYLON SIGN
One unit required

June 2015
Scale: 3/8"=1'-0"





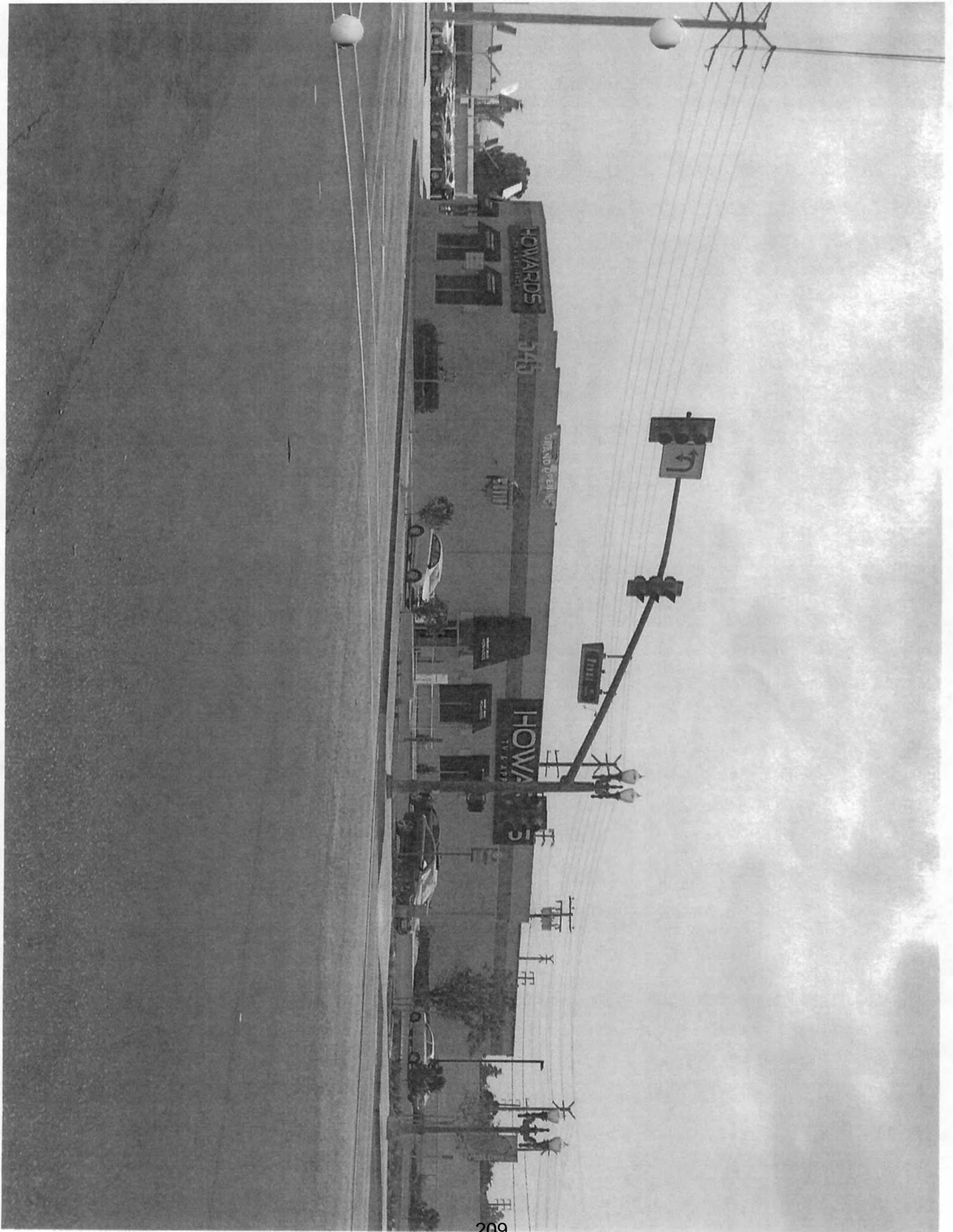
HOWARD'S
TV & APPLIANCE

REPAIR PARTS
CONSULTANTS

REPAIR PARTS
CONSULTANTS

REPAIR PARTS
CONSULTANTS

WATER







City of Covina
 125 E. College Street
 Covina, CA 91723-2199
 (626) 384-5510

Official Receipt
 Receipt Number **78492**

Receipt Date
07/08/15

Received from:

TIME: 15:53
 CLERK: 6449ahor

Charge Code	Org - Object - Proj	Comment	Description	Amount
ZONE				\$3761.00

10104010 43410

PAID BY: WLM-DC3 LLC
 PAYMENT METH: CHECK
 7685

AMT TENDERED: \$3,761.00
 AMT APPLIED: \$3,761.00
 CHANGE: \$.00

**ATTACHMENT 2
E-MAIL FROM ROBERT TORRES,
DOWNTOWN COVINA ADVOCATE**

Paula Kelly

From: Nancy Fong
Sent: Monday, October 12, 2015 12:26 PM
To: Paula Kelly
Subject: FW: Adopt Resolution 2015-017 PC denying Variance (VAR) 15-001 at 545-547 North Citrus Avenue – APN: 8431-014-094 and 8431-014-128
Attachments: 10-13-15_PC_Agenda_Packet.pdf

FYI, we will make sure copies are provided to the Planning Commission.

Nancy

From: ROBERT TORRES [<mailto:roberthtorres@yahoo.com>]
Sent: Monday, October 12, 2015 12:17 PM
To: Nancy Fong
Cc: Brian Lee; Vidal Marquez; Jonathan M Perez; Lynda Lara; John King; Kevin Stapleton; Walter Allen; Peggy Delach; Jorge A. Marquez; City of Covina Planning Division
Subject: Re: Adopt Resolution 2015-017 PC denying Variance (VAR) 15-001 at 545-547 North Citrus Avenue – APN: 8431-014-094 and 8431-014-128

Thank you Nancy. I reviewed the simulations within the staff report and it seems safe to say that the proposed sign is definitely out of character with the surrounding business community and would set a dangerous precedence with respect to deviating from adopted code to preserved the beloved Downtown area's aesthetics. However, if the Planning Commission finds that a variance is justified, I would recommend that the City obtain, or require the applicant to obtain, architectural services to help redesign the proposed sign to better integrate with the Downtown area aesthetics.

Please make my comments part of the tomorrow's public hearing

Thank you for you quick response on this. Very much appreciated.

Robert Torres,
Downtown Covina Advocate

From: Nancy Fong <NFong@covinaca.gov>
To: ROBERT TORRES <roberthtorres@yahoo.com>
Cc: Brian Lee <BLee@covinaca.gov>; Vidal Marquez <VMarquez@covinaca.gov>; Jonathan M Perez <JPerez2@covinaca.gov>; Lynda Lara <lylara@covinaca.gov>
Sent: Monday, October 12, 2015 8:24 AM
Subject: RE: Adopt Resolution 2015-017 PC denying Variance (VAR) 15-001 at 545-547 North Citrus Avenue – APN: 8431-014-094 and 8431-014-128

Attached is the Planning Commission Agenda Packet for tomorrow's meeting.

Nancy Fong, AICP
Community Development Consultant
626-384-5463

From: ROBERT TORRES [<mailto:roberthtorres@yahoo.com>]
Sent: Friday, October 09, 2015 3:31 PM
To: City of Covina Planning Division

Subject: Adopt Resolution 2015-017 PC denying Variance (VAR) 15-001 at 545-547 North Citrus Avenue – APN: 8431-014-094 and 8431-014-128

Good Afternoon,

Can I please be sent a PDF photo or elevation of the proposed sign that pertains to the subject variance? I would like to review it before the public hearing.

Thank you

Robert Torres
(626) 483-1469

**ATTACHMENT 3
OCTOBER 13, 2015 PLANNING
COMMISSION STAFF REPORT**



CITY OF COVINA

PLANNING COMMISSION AGENDA REPORT ITEM NUMBER PH 1 OCTOBER 13, 2015

TO: Chairman and Members of the Planning Commission
FROM: Brian K. Lee, AICP, Community Development Director
SUBJECT: Variance (VAR) 15-001

SITE AND PROJECT DESCRIPTION

A. Project Information:

Request: A Variance for a proposed freestanding sign to allow a height of 45 feet (as opposed to the maximum allowed height of 20 feet) and a sign face of 99 to 145 square feet (as opposed to the maximum allowed sign face size of 75 square feet).
Applicant: The McIntyre Company
Property Owner: The McIntyre Company
Location: 545-547 North Citrus Avenue
Assessor Parcel
Map Nos.: 8431-014-094 and 8431-014-128

B. Site and Surrounding Land Uses-Table 1:

	General Plan		Zoning	Existing Uses
Site	Town Commercial	Center	Town Center Commercial	Retail appliance store
North	Town Commercial	Center	Town Center Commercial	Retail
South	Town Commercial	Center	Town Center Commercial	Vacant car dealership
East	Town Commercial	Center	Town Center Commercial	Vacant Land
West	Town Commercial	Center	Town Center Commercial	Metro Link parking structure, commercial

C. **Site Characteristics:** The site is developed with an existing 9,550 square-foot building that is being used as a retail TV and appliance store.

ANALYSIS

Background: The building that now houses Howard's was previously used as a restaurant. The site is two parcels with two separate addresses – 545 North Citrus is the address of the building and 547 North Citrus is the address of the parking lot. The McIntyre Company purchased 545 North Citrus in 2014. 547 North Citrus was owned by the former City of Covina Redevelopment Agency.

As part of the 2011 State Budget Act, the Legislature approved the dissolution of the State's Redevelopment Agencies (RDA). RDAs were officially dissolved as of February 1, 2012. To help facilitate the winding down process at the local level, Successor Agencies have been established to manage redevelopment projects currently underway, make payments on enforceable obligations, and dispose of redevelopment assets and properties. In order to provide parking for 545 North Citrus, the City of Covina Successor Agency sold 547 North Citrus to the McIntyre Company in December 2014. Howard's opened in February 2015.

The City, in conjunction with Metro, is in the process of undertaking improvements to enhance access to the Metro parking structure, which is immediately west of the subject site. The improvements consist of pavement rehabilitation; a pedestrian path of travel; signage; pedestrian countdown signals; and other enhancements.

Variance: The Applicant is proposing two versions of the pole sign (see Exhibit 1). In both versions, the pole sign is 45 feet high. The height limit for a pole sign in the Town Center Commercial Zone is 20 feet. The total sign face area in the version without the "Downtown Covina" sign is 99 square feet. The total sign face area in the version with the "Downtown Covina" sign is 145 square feet. As a result, a Variance is required pursuant to State law and Chapter 17.78 of the Covina Municipal Code. The Applicant has also included an "M" at the top of the sign for the McIntyre Company. Since the McIntyre Company does not have an office at this site, this is considered an "off-premise" sign. Section 17.74.050(E) of the Covina Municipal Code does not permit such signs: "The sign provisions apply only to on premise signs. Off-premise (nonappurtenant) signs and billboards shall not be permitted." Therefore, in order to have this sign, the Applicant will be required to agree to establish an office space for the McIntyre Company at this location.

The Planning Commission must determine if the following findings for a Variance can be made:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the same vicinity and zone.

Findings of Fact:

The property on which the building is located is flat, is on a similar grade to the adjacent Citrus Avenue, is regular in shape, and is adequate in width along Citrus. In addition, there is existing signage on the building as described in the following table and shown in Exhibit 2:

**Existing Permitted Signage
545-547 North Citrus Avenue**

Elevation	Wall Sign	Awning Signs	Address Number
North	One sign, 310 sf	Three signs, 4 sf each	One, 15 sf
South	None	Four signs, 4 sf each	One, 15 sf
East	One sign, 112 sf	Four signs, 4 sf each	None

All of the signs described above and shown in Exhibit 2 are clearly visible from Citrus Avenue (both northbound and southbound), from Geneva Place and Front Street. This is also the case for other signs in the vicinity and in the Town Center Commercial Zone.

Thus, staff has determined that there are no exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other property in the same vicinity and Town Center Commercial Zone.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity and zone.

Findings of Fact:

The subject building is less than 10 feet from Citrus Avenue and a little over 13 feet from Geneva Place and approximately 44 feet from Front Street and generally has good exposure from all surrounding points. The existing signs can easily be read from a distance equivalent to other signs in the vicinity. The applicant, similar to other property owners under like conditions in the same vicinity and Town Center Commercial Zone, enjoys good signage exposure.

Therefore, staff has determined that the granting of the variance would constitute a grant of a special privilege inconsistent with the limitations upon other properties in the same vicinity and Town Center Commercial Zone.

3. The granting of the variance will not be materially detrimental to the public health, safety, convenience and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located.

Findings of Fact:

Visual simulations have been prepared that show the proposed sign in the context of the existing environment (Exhibit 3). The proposed sign will be located on the northwest corner of the site, near the intersection of North Citrus Avenue and East Front Street. Sheet 3 of Exhibit 3 shows a view of the sign from North Citrus Avenue looking north towards the San Gabriel Mountains. As shown in the simulation, this is the tallest and largest sign in the vicinity. The proposed sign distracts from the view of the mountains. The other simulations show a sign that is out of scale with its surroundings.

According to the City of Covina Police Department¹: “The combination of the size and location of the sign is a concern. Howard’s is adjacent to a major north/south thoroughfare. The nearby Los Angeles County Metrolink train station is one of the busiest stations on the San Bernardino line running into Los Angeles. Vehicular traffic in the immediate area is heavy because of the commuter rail station and the nearby Covina Downtown. Within a 100 yard area of Citrus Avenue, there are five intersections and one railway grade crossing, and the roadway funnels from a four lane raised media to narrower roadway leading into the Downtown. It is our concern that a 45 foot illuminated sign would be a considerable distraction to motorists in an already congested area.”

Based on the facts above, staff has determined that the granting of the variance would be materially detrimental to the public safety and welfare.

4. The granting of such variance will not be contrary to the objectives of the General Plan.

Findings of Fact:

The proposed sign is not consistent with the following General Plan policies:

General Plan Commercial and Industrial Policies.

3. Preserve the predominantly low-rise, low- to medium-intensity character of Covina’s commercial and industrial districts and corridors.

¹ Excerpt from a memo dated August 18, 2015 from Stephanie Stabio, Associate Planner Assigned to the Covina Police Department

10. Pay particular attention to the special needs and character of the downtown, continue appropriate economic revitalization, physical enhancement, and use refinement activities that will attain a greater variety of retail businesses, attract more people, and generate more sales tax and overall vitality, and consider incorporating mixed uses within an "urban village" or livable cities concept, including residential on top of commercial, to bolster social and economic activity, to best exploit Metrolink Commuter Train Station proximity, to provide needed housing, and to reduce vehicular trips.

15. Require that new and remodeled/expanded commercial and industrial structures comply with Zoning, Design Guidelines, [emphasis added] and other standards and incorporate adequate amenities that contribute to a high quality of life for workers and patrons, except in appropriate cases, such as PCD (Planned Community Development) overlay district application, where community goals, objectives, and policies are best furthered.

Therefore, based on the facts above, staff has determined that this finding cannot be made.

PUBLIC HEARING NOTICE AND NOTIFICATION

The applicant was given a copy of the staff report including the exhibits. All property owners within a radius of 300 feet from the project site were mailed notices of the Planning Commission public hearing on October 13, 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 Examiner newspaper on October 1, 2015.

ENVIRONMENTAL DETERMINATION

Pursuant to and in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, the activity is exempt from CEQA per Section 15270 of the CEQA Guidelines in that CEQA does not apply to projects which a public agency rejects or disapproves.

RECOMMENDATION

Deny the Variance based on the inability to make required findings of fact.

ALTERNATIVES

1. Approve the Variance, directing staff to draft findings in support of the Variance. This would set a precedent for other property owners in the Town Center Commercial Area to also request a Variance for signs that are larger than currently allowed by the Zoning Code and Design Guidelines.

In addition, as stated above, the required Findings to approve the Variance cannot be made. In order to approve a Variance, all four of the Findings of Fact described above would have to be made.

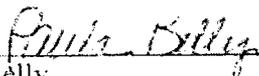
2. Deny the Variance and require that the sign be designed so that it is consistent with the current Zoning Code and Design Guidelines.

The size, height and design of the proposed freestanding sign and its associated likely negative aesthetic and precedent-setting impacts on the overall community appear to conflict with a key Core Strategy of the most recent Strategic Planning Sessions (joint City Council and Planning Commission workshops held August 12 and August 18, 2015) that called for "Enhancing the Quality of Life" in Covina.

3. Recommend that the City Council direct staff to prepare an amendment to the City of Covina Design Guidelines and Section 17.52.220 of the CMC to allow the sign as proposed.

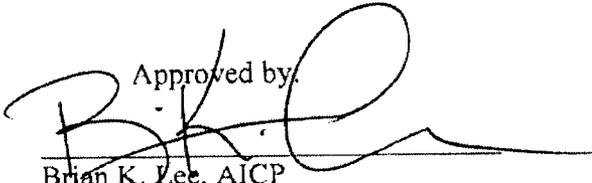
With Alternative 1, preparation of a Focused Environmental Impact Report² ("EIR") would likely be required since, as proposed, the project will likely have significant unavoidable impacts related to Aesthetics, Land Use and Traffic Safety.

Prepared by:



Paula Kelly
Contract Planner

Approved by:



Brian K. Lee, AICP
Community Development Director

EXHIBITS

1. Proposed Pole Sign
2. Existing Building Signage
3. Visual Simulations
4. Variance Resolution 15-017 PC

² Prepared at the expense of the Applicant.

**ATTACHMENT 4
OCTOBER 13, 2015 MINUTES OF THE
PLANNING COMMISSION MEETING**



**MINUTES OF THE OCTOBER 13, 2015 REGULAR MEETING
OF THE COVINA PLANNING COMMISSION HELD IN THE
COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE
STREET AT 7:00 P.M.**

CALL TO ORDER

Chairman Hodapp called the Planning Commission meeting to order at 7:00 p.m.

A. PLEDGE OF ALLEGIANCE

Chairman Hodapp led the Pledge of Allegiance.

B. ROLL CALL

Commission Members Present: Connors, Hodapp, McMeekin, Patterson

Commission Members Absent: Manning (excused)

Staff Members Present: Director of Community Development, Associate Planner,
Planning Consultant, Assistant City Attorney

C. AMENDMENTS TO THE AGENDA

Associate Planner Vidal Marquez noted two amendments to the agenda:

1. Under Consent Calendar, the date of the minutes to be approved should read August 25, not August 28.
2. The Adjournment date should read October 27.

A motion was made and seconded to approve the agenda as revised. The motion carried 4-0.

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. Approval of Minutes of the Regular Meeting of August 25, 2015.

A motion was made and seconded to approve the Minutes of the Meeting of August 25, 2015.

The motion carried 4-0 as follows:

AYES: CONNORS, HODAPP, MCMEEKIN, PATTERSON

NOES: NONE

ABSTAIN: NONE

ABSENT: MANNING

CONTINUED PUBLIC HEARINGS

None.

PUBLIC HEARINGS

1. Application VARIANCE (VAR) 15-001, a request for a proposed freestanding sign to allow a height of 45 feet (as opposed to the maximum allowed height of 20 feet) and a sign face of 99 to 145 square feet (as opposed to the maximum allowed sign face size of 75 square feet) at 545-547 North Citrus Avenue.

Planning Consultant Nancy Fong presented the report along with a PowerPoint presentation. She also noted that an e-mail was received from a concerned merchant, regarding the variance, a copy of which was distributed to the Commissioners to be entered into the record. A copy of the email was also provided to Linda Logan of The McIntyre Company prior to the start of the meeting.

Ms. Fong noted that four findings of fact must be made in order to approve the Variance, as outlined in the staff report:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the same vicinity and zone.

Staff determined that there are no exceptional or extraordinary circumstances or conditions at the site, and the current signage is adequate and very visible from the north and the south on Citrus Avenue.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity and zone.

Staff determined that the signage is very visible and consistent with surrounding properties, and that granting the variance would be a special privilege and set a precedent for other properties in the vicinity to request the same height deviation.

3. The granting of the variance will not be materially detrimental to the public health, safety, convenience and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located.

Staff determined that the out-of-scale height of the sign would be a distraction from the surrounding areas. The Police Department also had concerns about the heavy traffic in the immediate area and that a 45-foot high sign would be a considerable distraction to motorists in an already congested area.

4. The granting of such variance will not be contrary to the objectives of the General Plan.

Staff determined that the proposed sign is not consistent with the General Plan policies, and with the Town Center Commercial Zone, which allows for a maximum height of 20 feet.

Ms. Fong stated that based on those facts, staff has determined that the findings cannot be made and recommends denial of the Variance.

She also stated that there are alternatives for the Commission to consider:

1. Approve the Variance, directing staff to draft findings in support of the Variance. This would set a precedent for other property owners in the Town Center Commercial Area to also request a Variance for signs that are larger than currently allowed by the Zoning Code and Design Guidelines.
2. Deny the Variance and require that the sign be designed so that it is consistent with the current Zoning Code and Design Guidelines.
3. Recommend that the City Council direct staff to prepare an amendment to the City of Covina Design Guidelines and Section 17.52.220 of the CMC to allow the sign as proposed.

The Commissioners had no questions at this time.

The public hearing was opened.

Linda Logan of the McIntyre Company in Covina spoke in favor of the variance. Ms. Logan asked if she could receive more information about the e-mail that was received from the local business person. She also distributed copies of the original application for the sign to the Commissioners.

Ms. Logan quoted from Chapter 4, Section 12, Paragraph C from the Policy and Regulatory Context of the City of Covina Town Center Specific Plan regarding aesthetics and promoting a vital downtown and encouraging private investment and maintenance of existing investments, in particular symbolic entrances to downtown along Citrus from the north and south. Ms. Logan listed appropriate findings for the approval of the variance as follows:

- Such variance is necessary for the preservation and enjoyment of property in the same vicinity and the zone, such as the Artisan Pizza
- Granting of such variance shall be consistent with the adopted General Plan and any applicable specific plans
- Granting of such variance shall not be detrimental to the public welfare or injurious to property or improvements in such vicinity and zone in which the subject property is located.

Ms. Logan stated that in the fall of 2014 the McIntyre Company approached the City of Covina about potential development of the old Taste of Texas. She distributed photos of the site at that time to the Commissioners. She stated that during the acquisition of the property, the McIntyre Company was approached by Howard's TV and Appliance, and McIntyre chose to locate them at this site, as a flagship retailer for the City of Covina. Many meetings were held with the City Manager, City Attorneys, and the Mayor. A monument sign was discussed at the meetings as being critically important to any retailer. Sharing the cost of the sign was also discussed, and transversing the property line between the City's property on the north and McIntyre's property on the south, and the City indicated they would pay 50% as long as ~~as~~ included a directional sign to the parking

structure. A meeting was held at the site and it was determined that a 65 foot sign was not needed and that the height could be lowered to 45 feet. There are three story condos proposed for the former Clippinger lot next door, which will be 36 feet tall. All of the current Howard's signs going north will no longer be seen once the condos are built, and signage is critical to any retailer. The sign has been redrafted several times to provide a quality entrance to the downtown retail area.

Andrew McIntyre, President of the McIntyre Company, of Covina spoke in favor of the variance. Mr. McIntyre asked to have the statement of facts brought back up on the screen. In going over some of the alternatives and comments made during the staff report, Mr. McIntyre started with Alternative No. 1, stating that it might set a precedence for signage and the size of signage in Downtown Covina. He noted that as you come into downtown Covina, the Covina Playhouse sign had to have some sort of variance because there is nothing in the Title 17 or Town Center Specific Plan that says an LED screen is allowed. In the finding of facts, it states that the McIntyre property doesn't have exceptional or extraordinary circumstances. The downtown is divided into the north, which is undeveloped except for the Howard's site, and the south part, which is the classic downtown area. The north is exceptional, in that there are economic issues, and getting Howard's to come to that area was predicated on their meetings with the City and feeling comfortable that they would work with them to get the signage, taking into consideration the condos that will be built to the south of the site and the height of those structures. If the sign was 20 feet high it would be completely blocked by the buildings. The sign is also not out of character, as there are also 60-foot structures in the power poles and the 55-60 foot parking structure. Therefore, there are exceptional circumstances to this property that are unusual to other properties in the Downtown Specific Plan Area. Another unique characteristic is that there is a full parking lot next to the property, compared to the other parts of the area. Most people consider downtown to be between Badillo and San Bernardino Road, and the area north as a no-man's land. This is the catalyst to get the northern area developed. Also, the Artist Pizza sign is probably close to 40 feet high. To say that the Howard's sign will affect the well-being or be injurious to other property owners in the area is not true. The sign is not blocking anyone's view or bringing injury to anyone else's property. As far as the General Plan, in the TCSP, it states that the aesthetics are important in promoting a vital downtown. The Specific Plan says we should have a symbolic entrance to the north side of town. This sign would let people know they are entering downtown Covina. As for any Police concerns, the sign would be placed so that it would not block views as people turn the corner. It is also a signalized and controlled intersection. If it would be considered a distraction to drivers, then so, too, would be the LED sign on the Covina Playhouse at that intersection. This area is a challenge with many restrictions to new businesses coming into Covina. Mr. McIntyre stated he would recommend Alternative 3 to amend the Design Guidelines and the Section 17 to allow the sign as proposed.

There were no other speakers.

The public hearing was closed.

Commissioner McMeekin stated that he did not see a reason to grant a variance when we have very rigid, conservative rules about how tall a sign should be.

Commissioner Patterson stated he has an issue with the height of the sign, and with the current restrictions, he cannot make the findings to grant the variance.

Chairman Hodapp indicated that while he understands the concept and the need to have exposure, the size of the sign is not warranted for the downtown area, and at this time he cannot support the application for the variance.

A motion was made and seconded to adopt Resolution No. 2015-017 PC, denying Variance 15-001.

The motion carried 4-0 as follows:

AYES: CONNORS, HODAPP, MCMEEKIN, PATTERSON
NOES: NONE
ABSTAIN: NONE
ABSENT: MANNING

Chairman Hodapp stated that there is a 10-day appeal period. Actions taken by the Planning Commission will become final after ten (10) calendar days unless a written appeal with the appropriate fee is lodged with the City Clerk's office before close of business on the tenth day.

GENERAL MATTERS

1. Request for Planning Commission interpretation of Covina Municipal Code Chapter 17.28.140 (A) Rear Yard with respect to easements.

Associate Planner Marquez presented the report and answered the Commissioners' questions.

After lengthy discussion, a motion was made to continue the item, and request staff to prepare a proposed resolution with recommended language to be communicated to the City Council, as a receive and file, with an intent that a Zoning Code Amendment would be following in a public hearing format.

ADMINISTRATIVE ITEMS

1. INFORMATION AND ANNOUNCEMENTS
None.
2. COMMISSION COMMENTS
None.

ADJOURNMENT

Chairman Hodapp adjourned the Planning Commission meeting at 8:45 p.m. to a Regular Meeting to be held on Tuesday, October 27, 2015 at 7:00 p.m.

**ATTACHMENT 5
PLANNING COMMISSION
RESOLUTION NO. 2015-17PC**

RESOLUTION NO. 2015-017 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA DENYING A VARIANCE VAR 15-001 FOR A REQUEST TO EXCEED THE HEIGHT LIMIT FOR A POLE SIGN BY TWENTY-FIVE FEET AND TO ALLOW A SIGN FACE AREA OF NINETY-NINE TO ONE HUNDRED FORTY FIVE SQUARE FEET (MAXIMUM SIGN AREA ALLOWED IS SEVENTY-FIVE SQUARE FEET) FOR PROPERTY LOCATED AT 545-547 NORTH CITRUS AVENUE - APN: 8431-014-094; 8431-014-904, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the McIntyre Company (Applicant), has filed a Variance VAR 15-001 (Application) to request a pole sign height and sign area to exceed the height and sign area size limits stated in Section 17.52.220 (G) (Signs in Town Center Commercial Zone) of the Covina Municipal Code (CMC) for a property located at 545-547 North Citrus Avenue, Covina, California 91723 (Property); and

WHEREAS, on October 13, 2015 the Planning Commission conducted a duly noticed public hearing at which time the oral and written evidence along with written recommendation from the Planning Division was presented to the Planning Commission. The Planning Commission concluded said hearing on that date.

NOW, THEREFORE, THE PLANNING COMMISSION 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 Resolution.

SECTION 2. Based upon the entire record made available at the October 13, 2015 public hearing, the staff report, the oral presentation, and related documents submitted to the Planning Commission prior to and at the public hearing, the Planning Commission hereby finds and determines as follows:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the same vicinity and zone.

Findings of Fact:

The property on which the building is located is flat, is on a similar grade to the adjacent Citrus Avenue, Geneva Place and Front Street is regular in shape, and is adequate in width along Citrus. In addition, there is existing signage on the building as described in the following table and shown in Exhibit 1:

**Existing Permitted Signage
545-547 North Citrus Avenue**

Elevation	Wall Sign	Awning Signs	Address Number
North	One sign, 310 sf	Three signs, 4 sf each	One, 15 sf
South	None	Four signs, 4 sf each	One, 15 sf
East	One sign, 112 sf	Four signs, 4 sf each	None

All of the signs described above and shown in Exhibit 1 are clearly visible from Citrus Avenue (both northbound and southbound), from Geneva Place and Front Street, as is the case with other businesses in the area.

Thus, staff has determined that there are no exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other properties in the same vicinity and Town Center Commercial Zone.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity and zone.

Findings of Fact:

The subject building is less than 10 feet from Citrus Avenue and a little over 13 feet from Geneva Place and approximately 44 feet from Front Street and generally has good exposure from all surrounding points. The existing signs can easily be read from a distance equivalent to other signs in the vicinity. The applicant, similar to other property owners under like conditions in the same vicinity and Town Center Commercial Zone, enjoys good signage exposure.

Therefore, staff has determined that the granting of the variance would constitute a grant of a special privilege inconsistent with the limitations upon other properties in the same vicinity and Town Center Commercial Zone.

3. The granting of the variance will not be materially detrimental to the public health, safety, convenience and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located.

Findings of Fact:

Visual simulations have been prepared that show the proposed sign in the context of the existing environment (Exhibit 2). The proposed sign will be located on the northwest corner of the site, near the intersection of North Citrus Avenue and East Front Street. Sheet 3 of Exhibit 2 shows a view of the sign from North Citrus Avenue

looking north towards the San Gabriel Mountains. As shown in the simulation, this is the tallest and largest sign in the vicinity. The proposed sign distracts from the view of the mountains. The other simulations show a sign that is out of scale with its surroundings.

According to the City of Covina Police Department¹: “The combination of the size and location of the sign is a concern. Howard’s is adjacent to a major north/south thoroughfare. The nearby Los Angeles County Metrolink train station is one of the busiest stations on the San Bernardino line running into Los Angeles. Vehicular traffic in the immediate area is heavy because of the commuter rail station and the nearby Covina Downtown. Within a 100 yard area of Citrus Avenue, there are five intersections and one railway grade crossing, and the roadway funnels from a four lane raised media to narrower roadway leading into the Downtown. It is our concern that 45 foot illuminated sign would be a considerable distraction to motorists in an already congested area.”

Based on the facts above, staff has determined that the granting of the variance would be materially detrimental to the public safety and welfare.

4. The granting of such variance will not be contrary to the objectives of the General Plan.

Findings of Fact:

The proposed sign is not consistent with the following General Plan policies:

General Plan Commercial and Industrial Policies.

3. Preserve the predominantly low-rise, low- to medium-intensity character of Covina’s commercial and industrial districts and corridors.

10. Pay particular attention to the special needs and character of the downtown, continue appropriate economic revitalization, physical enhancement, and use refinement activities that will attain a greater variety of retail businesses, attract more people, and generate more sales tax and overall vitality, and consider incorporating mixed uses within an “urban village” or livable cities concept, including residential on top of commercial, to bolster social and economic activity, to best exploit Metrolink Commuter Train Station proximity, to provide needed housing, and to reduce vehicular trips.

15. Require that new and remodeled/expanded commercial and industrial structures comply with Zoning, Design Guidelines, [emphasis added] and other standards and incorporate adequate amenities that contribute to a high quality of life for workers and patrons, except in appropriate cases, such as PCD (Planned Community Development) overlay district application, where community goals, objectives, and policies are best

¹ Excerpt from a memo dated August 18, 2015 from Stephanie Stabio, Associate Planner Assigned to the Covina Police Department

furthered.

Therefore, based on the facts above, staff has determined that this finding cannot be made.

SECTION 3. Pursuant to and in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Planning Department staff has determined that the activity is exempt from CEQA per Section 15270 of the CEQA Guidelines in that CEQA does not apply to projects which a public agency rejects or disapproves. The Planning Commission has reviewed the Planning Department's determination of exemption, and based on its own independent judgment, concurs in staff's determination of exemption.

SECTION 4. Based upon findings and conclusion set forth in Sections 1, 2 and 3 above, the Planning Commission hereby denies the application for Variance VAR15-001 to allow a proposed sign to exceed the height and sign face area limits as stated in Covina Municipal Code Section 17.52.220 (G) (Signs in Town Center Commercial Zone) on property located at 545-547 North Citrus Avenue, Covina, California 91723 in the Town Center Commercial Zone.

SECTION 5. The Planning Commission hereby directs the Secretary of the Planning Commission to serve, by first-class mail, a written notice of this decision to the Applicant within five (5) days.

SECTION 6. This Resolution shall become effective immediately upon its adoption, subject to a 10 calendar-day appeal period

PASSED, APPROVED AND ADOPTED by the members of the Planning Commission of the City of Covina at a regular meeting thereof held on the 13th day of October, 2015.



CHARLES HODAPP, CHAIRMAN
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the 13th day of October, 2015, by the following vote of the Planning Commission:

AYES: CONNORS, HODAPP, MCMEEKIN, PATTERSON
NOES: NONE
ABSENT: MANNING
ABSTAIN: NONE



COVINA PLANNING COMMISSION SECRETARY

Exhibits

1. Existing Permitted Signs 545-547 Citrus Avenue
2. Visual Simulations

**ATTACHMENT 6
LETTER FROM THE MCINTYRE
COMPANIES DATED OCTOBER 14, 2014
APPEALING PLANNING COMMISSION
DECISION TO DENY VARIANCE 15-001**

The McIntyre Companies

RECEIVED BY
COVINA CITY CLERK

15 OCT 19 PM 3:59

October 14, 2015

City of Covina
City Council
125 E. College Street
Covina, CA 91723

RE: Appeal Sign Variance (VAR 15-001)

Dear Council:

The McIntyre Company (WLM-DC3, LLC) applied for a sign variance on July 6, 2015. On October 13, 2015 our variance application was heard by the City Planning Commission ("Commission"). The Commission followed the negative recommendation of the City Staff, and denied the sign variance.

McIntyre Company submits this letter to respectfully appeal the decision of the Planning Commission and seek relief from City Council.

According to Chapter IV, Section 12, Paragraph C from the Policy and Regulatory Context of the City of Covina's Town Center Specific Plan:

"Aesthetic considerations are also important to promote a vital downtown and encourage private investment and maintenance of existing investments. In particular, ***symbolic entrances to downtown along Citrus from the north and south are needed, according to the community.*** The streetscape improvements and parking improvements recently completed along Citrus Avenue in the heart of the downtown should be extended northward to the rail line, according to the Conceptual Plan. Visibility of important public buildings is also important, especially visibility of the City library and park from Citrus."

As indicated at the meeting, the area on North Citrus Avenue at San Bernardino Road is neither economically or aesthetically valuable. It is the intention and desire of McIntyre Company to bring area standards to a higher level. The old packing house / Taste of Texas Restaurant were converted by McIntyre Company and now deliver a sales tax producing tenant and a new property tax base for the city coffers. In addition to their good name, Howard's has also brought increased employment to Covina.

Howard's experience shows signage seen from a distance, and one that creates a landmark (entrance to downtown Covina) can increase sales at least 10% per year. This is a substantial increase in sales tax which could be used to improve our city.

One of the biggest complaints for northbound Howard's patrons is the lack of visible signage. An increase in revenue boosts Howard's sales, with a correlating increase to the taxes collected by Covina and the subsequently better funded public works projects that tax revenue supports.

According to the TCSP, it is the desire of the City to build mixed use housing on Citrus and Geneva. As proposed, these buildings are high density, and at minimum two story. A two story building is approximately 24 feet high. At this height, the proposed sign would remain visible. Should these be approved 3 story as the buildings in the surrounding areas, they will be approximately 36 feet tall, and would shadow the proposed sign. In either case, the building sign for Howard's located on Geneva would be hidden.

The McIntyre Company has always produced an outstanding product, bringing creation and renovation to the area through a dedication to building sustainable, durable projects that are based on quality. Through investment in new projects and re-investment in existing projects, we strive to enhance the appearance, economic function and community growth of Covina. The northern gateway to downtown Covina deserves a beautiful landmark sign. Together we should be striving to create a higher level of standards that will enhance this blighted area.

With the aesthetic values, increased economic infusion, and continued service to the community of Covina in mind, the McIntyre Company respectfully asks that our Sign Variance request of July 6, 2015 be approved.

Sincerely,

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

Andrew McIntyre

WLM-DC3, LLC
370 E. ROWLAND AVE.
COVINA, CA 91723

OpusBank

8019

576 S. GRAND AVE
COVINA, CA 91724
90-3927/1222

8019

DATE Oct 14, 2015 AMOUNT

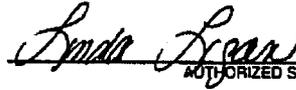
1,554.00

One Thousand Five Hundred Fifty-Four and 00/100 Dollars

PAY
TO THE
ORDER
OF

City of Covina

HOWARD'S Sign Appeal Fee


AUTHORIZED SIGNATURE



⑈008019⑈ ⑆122239270⑆ 48226500⑈

ATTACHMENT 7
HOWARD'S EXISTING PERMITTED
SIGNS

HOWARD'S TV & APPLIANCE

NWC of H. Citrus Avenue & Geneva Place
Covina, CA

EXTERIOR SIGNAGE PROGRAM

November 23, 2014

CITY OF COVINA
PLANNING AND ZONING
COMMISSION
DEC 4 2014

Handwritten notes:
I am approving this project as it is in compliance with the City of Covina's Zoning Ordinance. I am approving this project as it is in compliance with the City of Covina's Zoning Ordinance. I am approving this project as it is in compliance with the City of Covina's Zoning Ordinance.

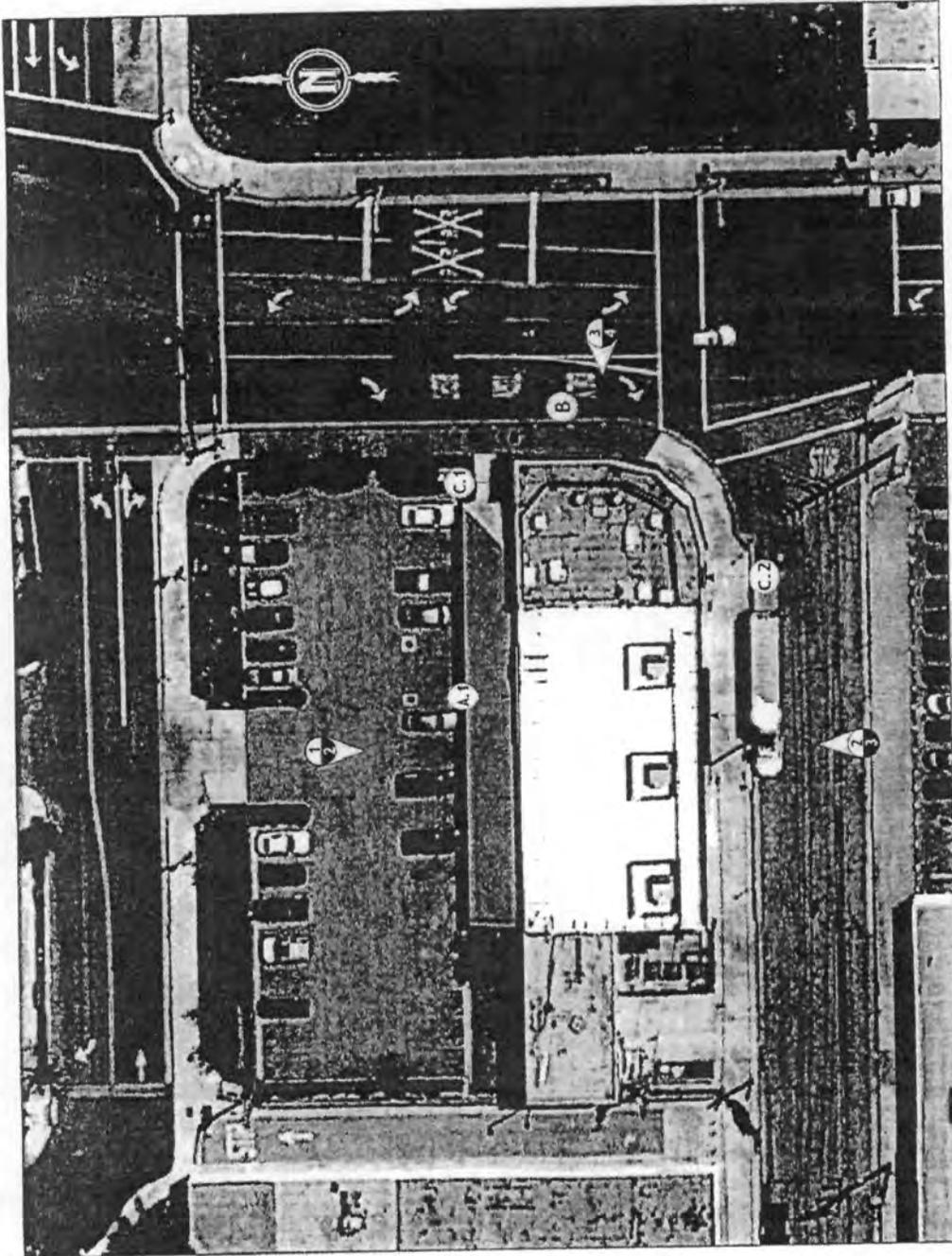
CITY OF COVINA
PLANNING AND ZONING
COMMISSION
Signature

DEC 04 2014

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05/20/2014 BY 60322 UCBAW/STP/STP



EAGLE SIGNS
103 EAST ACADIA STREET, ONTARIO, CALIFORNIA 91764
PHONE: 951-883-2222 FAX: 951-883-7744
WWW.EAGLESIGNS.NET



Sign type	Description	Qty	Page
	Cover Sheet		0
	Table of contents, Site Map		1
	Storefront Elevation - North		3
	Storefront Elevation - South		3
	Storefront Elevation - East		4
A	Illuminated Channel Letters on Wireway	1	5
B	Illuminated Channel Letters on Wireway	1	6
C	Edge-Illuminated Reverse Channel Letters	2	7
D	Non-Illuminated Awning	1	8
E	Non-Illuminated Awning	1	9
F	Non-Illuminated Awning	4	10
G	Non-Illuminated Awning	6	11
	Photo Survey of Existing Conditions		12
	CITY OF CORVALLIS		
	BUILDING APPROVALS		
	REVISIONS		
	DEC 01 2014		

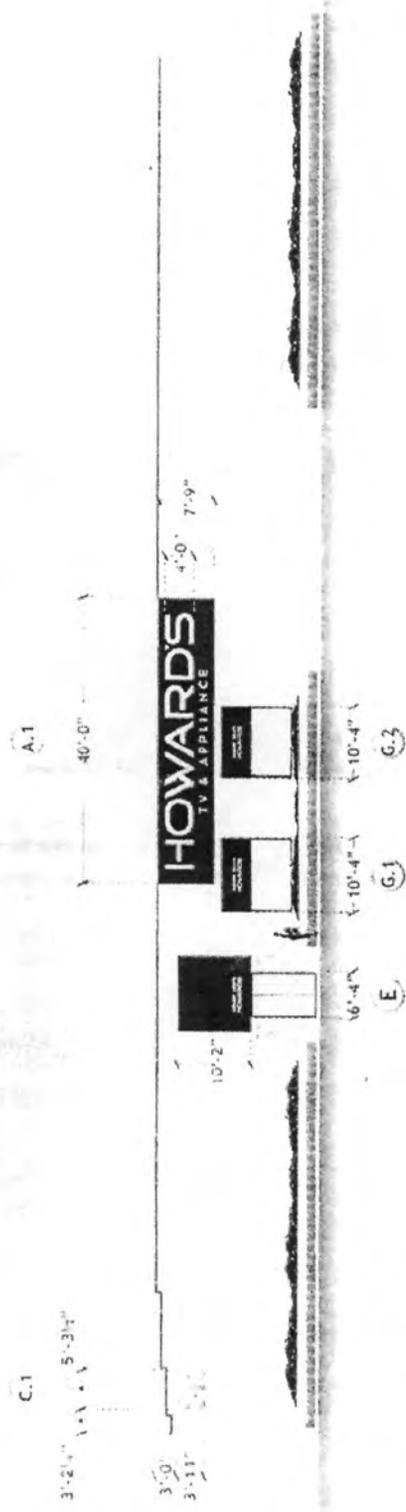


9390, November 17, 2014 project name: Howard's first revision
 10314 - As noted address: 141 N. Canal Avenue second revision
 drawn by: Miguel Jimenez Corvallis, California third revision

drawing number: Howard's Corvallis CA.cdr

sheet 1 of 12





1 CONCEPTUAL STOREFRONT REMODEL - NORTH ELEVATION

DATE: 11/17/14
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

BY: [Signature]
 DATE: 11/17/14

REVISIONS FOR 2014
 SCALE: 1/16" = 1'-0"

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

EAGLE SIGNS



DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

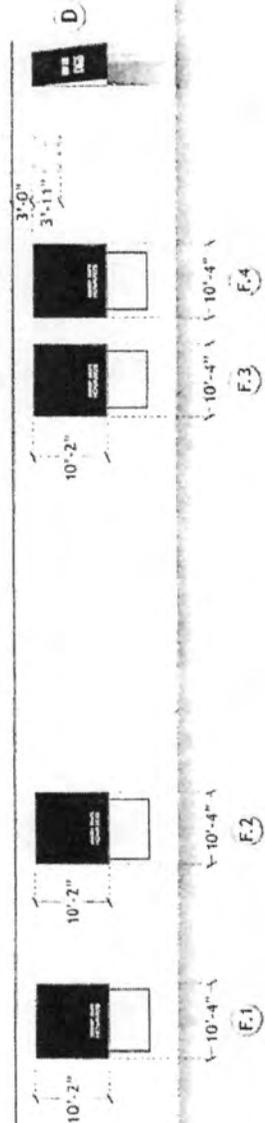
DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

DATE: November 17, 2014
 PROJECT NAME: HOWARD'S
 ADDRESS: 545 K. CO. RD
 GEORGIA, ATLANTA

C.2
5'-3 1/2"
EQ. A - EQ. V



2 CONCEPTUAL STOREFRONT REMODEL - SOUTH ELEVATION

Scale: 1/16" = 1'-0"

BY: [Signature]

DEC 04 2014

THIS DRAWING IS UNLESS OTHERWISE SPECIFIED TO BE IN ACCORDANCE WITH THE 2010 CALIFORNIA BUILDING CODE AND THE 2010 CALIFORNIA MECHANICAL CODE. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE SHOWN TO THE CENTER OF THE MEMBER UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.

THIS IS AN UNREVISED DRAWING CREATED BY Eagle Signs. It is submitted for your review and approval. It is not intended to be used for construction without your review and approval. It is not intended to be used for construction without your review and approval. It is not intended to be used for construction without your review and approval.

Date: November 17, 2014
 Project name: Power's
 Address: 545 N. Corwin Avenue
 Corwin, California
 Drawn By: Robert Berthel

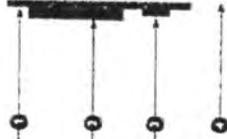
Drawing number: forward's Corwin CA job
 sheet 3 of 12



EC

45'-0"

27'-0"



A.1 INTERNALLY ILLUMINATED CHANNEL LETTERS ON WIREWAY

One set required

Scale: 1/4" = 1'-0"

PROFILE

Scale: 1/4" = 1'-0"

1. 4" deep custom fabricated background/wireway painted satin black.
2. 5" deep custom fabricated aluminum channel letters painted satin black. 1" black trim cap edge. Letter faces to be translucent yellow acrylic plastic. Internal illumination provided by white LED modules mounted on equal centers for even lighting.
3. 2. 5" deep custom fabricated aluminum channel letters painted satin black. 1" black trim cap edge. Letter faces to be translucent yellow acrylic plastic. Internal illumination provided by white LED modules mounted on equal centers for even lighting.
4. Finished building surface (brick)

CITY OF OAKLAND
BUILDINGS AND SAFETY DEPT.
REVIEWED FOR SUBMITTAL

B/

DEC 04 2014

City of Oakland Administrative Services Department
Public Addressing Unit
All signs must be reviewed and approved by the Public Addressing Unit before installation.
Oakland, California 94612



Date: November 17, 2014
Project Name: Howard's
Client: Eagle Signs
Address: 505 W. Colma Ave
City: Colma, California

1. Eagle Signs & Co. is not responsible for any work errors or omissions that may occur during the design or fabrication process. Eagle Signs & Co. is not responsible for any work errors or omissions that may occur during the installation process.

drawing number: Howard's Corvina CA 127
sheet 3 of 12

ATTACHMENT 8
VISUAL SIMULATIONS OF PROPOSED
POLE SIGN

HOWARD'S TV & APPLIANCE

NWC of N. Citrus Avenue & Geneva Place
Covina, CA

PYLON SIGN EXHIBIT

August 10, 2015



EAGLE SIGNS
1028 EAST ACACIA STREET | ONTARIO, CA 91761
PHONE: 909.923.3034 | FAX: 909.923.3043
WWW.EAGLESIGNS.NET



1 VIEW FROM SOUTH TO NORTH - CITRUS AVENUE

NTS



date: August 11, 2015
 scale: As noted
 drawn by: Miguel Reiman

project name: Howard's
 address: 545 N. Citrus Avenue
 Covina, California

This is an original unpublished drawing created by Eagle Signs. It is submitted for your personal use in conjunction with a project being planned for you by Eagle Signs, and shall not be used for any other project, by any individual or corporation, for any purpose whatsoever without written permission.

first revision
 second revision
 third revision

The requirements of Article 807 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding in the signs.
 Underwriters Laboratories Inc.,
 31122

drawing number: Howard's Covina CA.cdr
 sheet 5-0419 3/8



2 VIEW FROM SOUTH TO NORTH - CITRUS AVENUE

NTS

date: August 11, 2015	project name: Howard's	drawing number: Howard's Covina CA.cdr
scale: As noted	address: 545 N. Citrus Avenue	
drawn by: Miguel Reiman	Covina, California	
<p>This is an original unpublished drawing created by Eagle Signs. It is submitted for your personal use in conjunction with a project being planned for you by Eagle Signs, and shall not be reproduced, copied, or disseminated to any firm or individual, for any purpose whatsoever without written permission.</p>		<p>The requirements of Article 107 of the National Electrical Code and/or other applicable local codes. This includes proper grounding/earthing of the sign.</p>
first revision	second revision	third revision
		<p>sheet 4/8</p>



EAGLE SIGNS
 1028 EAST ACACIA STREET | ONTARIO, CA 91761
 PHONE: 909.823.3034 | FAX: 909.823.3043
 WWW.EAGLESIGNS.NET

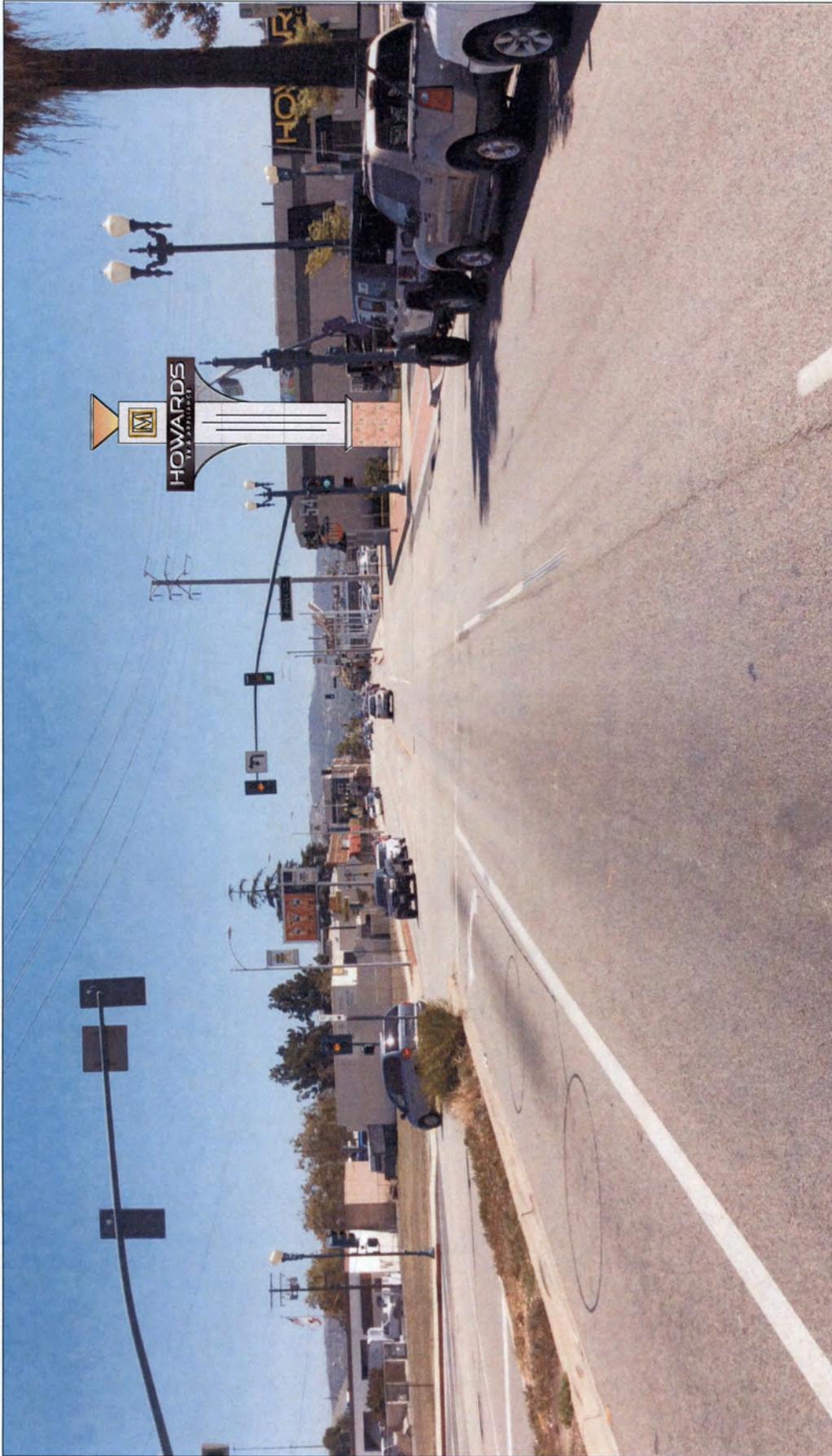


3 VIEW FROM SOUTH TO NORTH - CITRUS AVENUE

NTS

date: August 11, 2015 scale: As noted drawn by: Miguel Reiman	project name: Howard's address: 545 N. Citrus Avenue Covina, California	This is an original unpublished drawing created by Eagle Signs. It is submitted for your personal use in conjunction with a project being prepared for you by Eagle Signs, and it may not be reproduced, copied, or distributed to any firm or corporation for any purpose whatsoever without written permission.	<input type="checkbox"/> first revision <input type="checkbox"/> second revision <input type="checkbox"/> third revision	drawing number: Howard's Covina CA.cdr sheet 7 of 19 5/8
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EAGLE SIGNS
 1028 EAST ACACIA STREET | ONTARIO, CA 91761
 PHONE: 909.923.3034 | FAX: 909.923.3043
 WWW.EAGLESIGNS.NET



4 VIEW FROM NORTH TO SOUTH - CITRUS AVENUE

NTS

EAGLE SIGNS
 102E EAST ACACIA STREET | ONTARIO, CA 91761
 PHONE: 909.923.3024 | FAX: 909.923.3043
 WWW.EAGLESIGNS.NET

date: August 11, 2015
 scale: As noted
 drawn by: Miguel Reiman

project name: Howard's
 address: 545 N. Citrus Avenue
 Covina, California

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first revision
 second revision
 third revision

The Insurances of A-1024-807 of the National Electrical Contractors Association and the International Brotherhood of Electrical Workers. This includes power, property and liability of the sign.
 Underwriters Laboratories Inc.
 U.L. 1812 E.D.

drawing number: Howard's Covina CA.cdr
 sheet 5-04-19
 6/8



5 VIEW FROM WEST TO EAST - FRONT STREET

NTS

date: August 11, 2015	project name: Howard's	drawing number: Howard's Covina CA.cdr sheet 8-04-19-7/8
scale: As noted	address: 545 N. Citrus Avenue Covina, California	
drawn by: Miguel Reiman		

The requirements of AASHTO 807 of the National Standard Specification for Road and Bridge Signs apply. This includes proper printing and burning of the signs.

E Underwriters Laboratories Inc. U.S.A. LTD.

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first revision
 second revision
 third revision



EAGLE SIGNS
1028 EAST AGACIA STREET | ONTARIO, CA 91761
PHONE: 909.923.3004 | FAX: 909.923.3043
WWW.EAGLESIGNS.NET



6 VIEW FROM EAST TO WEST - FRONT STREET

NTS

date: August 11, 2015 scale: As noted drawn by: Miguel Reiman	project name: Howard's address: 545 N. Citrus Avenue Covina, California	This is an original unpublished drawing created by Eagle Signs. It is submitted for your personal use in conjunction with a project being submitted to Eagle Signs. It may not be reproduced, used or disclosed to any firm or corporation for any purpose whatsoever without written permission.	<input type="checkbox"/> first revision <input type="checkbox"/> second revision <input type="checkbox"/> third revision	drawing number: Howard's Covina CA.cdr sheet 40-06-49 8/8
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EAGLE SIGNS
 1028 EAST ACACIA STREET | ONTARIO, CA 91761
 PHONE: 909.923.3043 | FAX: 909.923.3043
 WWW.EAGLESIGNS.NET

ATTACHMENT 9
RESOLUTION NO. 15-7420
DENYING VARIANCE NO. 16-001

RESOLUTION NO. 15-7420

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA SUSTAINING THE PLANNING COMMISSION'S DENIAL OF VARIANCE NO. 15-001 FOR A REQUEST TO EXCEED THE HEIGHT LIMIT FOR A POLE SIGN BY TWENTY-FIVE FEET AND TO ALLOW A SIGN FACE AREA OF NINETY-NINE TO ONE HUNDRED FORTY FIVE SQUARE FEET (MAXIMUM SIGN AREA ALLOWED IS SEVENTY-FIVE SQUARE FEET) FOR PROPERTY LOCATED AT 545-547 NORTH CITRUS AVENUE – APN: 8431-014-094; 8431-014-904 BECAUSE FINDINGS CANNOT BE MADE FOR APPROVAL OF VARIANCE NO. 15-001 AS REQUIRED BY GOVERNMENT CODE SECTION 65906 AND THE COVINA MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the McIntyre Company (Applicant), has filed a Variance VAR 15-001 (Application) to request a pole sign height and sign area to exceed the height and sign area size limits stated in Section 17.52.220 (G) (Signs in Town Center Commercial Zone) of the Covina Municipal Code (CMC) for a property located at 545-547 North Citrus Avenue, Covina, California 91723 (Property); and

WHEREAS, on October 13, 2015 the Planning Commission conducted a duly noticed public hearing at which time the oral and written evidence along with written recommendation from the Planning Division was presented to the Planning Commission. The Planning Commission concluded said hearing on that date. The Planning Commission voted (4-0) to deny Variance No. 15-001 because the required Findings of Fact could not be made; and

WHEREAS, on October 19, 2015 the Applicant filed an appeal of the Planning Commission decision to the City Council, along with the required fee; and

WHEREAS, on November 17, 2015 the City Council conducted a duly noticed public hearing at which time the oral and written evidence along with written recommendation from the Planning Division was presented to the City Council.

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 Resolution.

SECTION 2. Based upon the entire record made available at the November 17, 2015 public hearing, the staff report, the oral presentation, and related documents submitted to the Planning Commission prior to and at the public hearing, the Planning Commission hereby finds and determines as follows:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the same vicinity and zone.

Findings of Fact:

The property on which the building is located is flat, is on a similar grade to the adjacent Citrus Avenue, Geneva Place and Front Street is regular in shape, and is adequate in width along Citrus. In addition, there is existing signage on the building as described in the following table and shown in Exhibit 1:

**Existing Permitted Signage
545-547 North Citrus Avenue**

Elevation	Wall Sign	Awning Signs	Address Number
North	One sign, 310 sf	Three signs, 4 sf each	One, 15 sf
South	None	Four signs, 4 sf each	One, 15 sf
East	One sign, 112 sf	Four signs, 4 sf each	None

All of the signs described above and shown in Exhibit 1 are clearly visible from Citrus Avenue (both northbound and southbound), from Geneva Place and Front Street, as is the case with other businesses in the area.

Thus, staff has determined that there are no exceptional or extraordinary circumstances or conditions applicable to the subject property that do not apply generally to other properties in the same vicinity and Town Center Commercial Zone. Examples of exceptional or extraordinary circumstances are that the grade of the subject property is significantly below street level, or that the parcel is oddly shaped or difficult to access. The subject property is not substantially different from other properties in the vicinity.

The Applicant is not precluded from constructing an additional sign along Citrus Avenue that is limited in height to 20 feet, and with a sign face no greater than 75 square feet.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the same vicinity and zone.

Findings of Fact:

The subject building is less than 10 feet from Citrus Avenue and a little over 13 feet from Geneva Place and approximately 44 feet from Front Street and generally has good exposure from all surrounding streets. The existing signs can easily be read from a

distance equivalent to other business signs in the vicinity. The Applicant, similar to other property owners under like conditions in the same vicinity and Town Center Commercial Zone, enjoys good signage exposure. No substantial property rights are being denied with denial of the Applicant's variance application.

Therefore, staff has determined that the granting of the variance would constitute a grant of a special privilege inconsistent with the limitations upon other properties in the same vicinity and Town Center Commercial Zone. The subject property, as well as other properties in the vicinity, all have good signage exposure. An approval of the Applicant's variance application would set a precedent for other properties in the Downtown area.

3. The granting of the variance will not be materially detrimental to the public health, safety, convenience and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located.

Findings of Fact:

Visual simulations have been prepared that show the proposed sign in the context of the existing environment (Exhibit 2). The proposed sign will be located on the northwest corner of the site, near the intersection of North Citrus Avenue and East Front Street. Sheet 3 of Exhibit 2 shows a view of the sign from North Citrus Avenue looking north towards the San Gabriel Mountains. As shown in the simulation, this is the tallest and largest sign in the vicinity. The proposed sign distracts from the view of the mountains and is out of scale with its surroundings. The other simulations also show a sign that is out of scale with its surroundings.

According to the City of Covina Police Department¹: "The combination of the size and location of the sign is a concern. Howard's is adjacent to a major north/south thoroughfare. The nearby Los Angeles County Metrolink train station is one of the busiest stations on the San Bernardino line running into Los Angeles. Vehicular traffic in the immediate area is heavy because of the commuter rail station and the nearby Covina Downtown. Within a 100 yard area of Citrus Avenue, there are five intersections and one railway grade crossing, and the roadway funnels from a four lane raised media to narrower roadway leading into the Downtown. It is our concern that 45 foot illuminated sign would be a considerable distraction to motorists in an already congested area."

Based on the facts above, staff has determined that the granting of the variance would be materially detrimental to the public safety and welfare.

4. The granting of such variance will not be contrary to the objectives of the General Plan.

¹ Excerpt from a memo dated August 18, 2015 from Stephanie Stabio, Associate Planner Assigned to the Covina Police Department

Findings of Fact:

The proposed sign is not consistent with the following General Plan policies:

General Plan Commercial and Industrial Policies No. 3 - Preserve the predominantly low-rise, low- to medium-intensity character of Covina's commercial and industrial districts and corridors.

General Plan Commercial and Industrial Policies No. 10 - Pay particular attention to the special needs and character of the downtown, continue appropriate economic revitalization, physical enhancement, and use refinement activities that will attain a greater variety of retail businesses, attract more people, and generate more sales tax and overall vitality, and consider incorporating mixed uses within an "urban village" or livable cities concept, including residential on top of commercial, to bolster social and economic activity, to best exploit Metrolink Commuter Train Station proximity, to provide needed housing, and to reduce vehicular trips.

General Plan Commercial and Industrial Policies No. 15 - Require that new and remodeled/expanded commercial and industrial structures comply with Zoning, Design Guidelines. [emphasis added] and other standards and incorporate adequate amenities that contribute to a high quality of life for workers and patrons, except in appropriate cases, such as PCD (Planned Community Development) overlay district application, where community goals, objectives, and policies are best furthered.

While other commercial zones in the City have a pole sign height limit of 30 feet, the Town Center Specific Plan limits the height of such signs to 20 feet, as part of the implementation of the above General Plan policies. Because the proposed sign is not consistent with the above General Plan policies, this finding cannot be made.

SECTION 3. Pursuant to and in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Planning Division staff has determined that the activity is exempt from CEQA per Section 15270 of the CEQA Guidelines in that CEQA does not apply to projects which a public agency rejects or disapproves. The City Council has reviewed the Planning Division's determination of exemption, and based on its own independent judgment, concurs with staff's determination of exemption.

SECTION 4. Based upon findings and conclusion set forth in Sections 1, 2 and 3 above, the City Council hereby denies the application for Variance VAR15-001 to allow a proposed sign to exceed the height and sign face area limits as stated in Covina Municipal Code Section 17.52.220 (G) (Signs in Town Center Commercial Zone) on property located at 545-547 North Citrus Avenue, Covina, California 91723 in the Town Center Commercial Zone.

SECTION 5. The City Council hereby directs the City Clerk to serve, by first-class mail, a written notice of this decision to the Applicant within five (5) days.

PASSED, APPROVED AND ADOPTED by the members of the City Council of the City of Covina at a regular meeting thereof held on the 17th day of November, 2015.

JOHN C. KING, MAYOR

I hereby certify that the foregoing is a true copy of a resolution adopted by the City Council of the City of Covina at a regular meeting thereof held on the 17th day of November, 2015, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

COVINA CITY CLERK

Exhibits

1. Existing Permitted Signs 545-547 Citrus Avenue
2. Visual Simulations

EXHIBIT 1.
EXISTING PERMITTED SIGNS

C.1

3'-2" 3'-11" 5'-3 1/2"

A.1

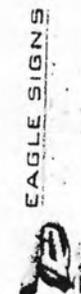
4'-0" 7'-9"



CONCEPTUAL STOREFRONT REMODEL - NORTH ELEVATION

Scale: 1/16" = 1'-0"

EAGLE SIGNS



DATE: November 17, 2014
 PROJECT: STOREFRONT REMODEL
 DRAWING NO.: 104-14-0002
 DRAWING TITLE: STOREFRONT REMODEL - NORTH ELEVATION

THIS DRAWING IS A CONCEPTUAL DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

OF ARCHITECTURE HOWARD'S CONSULTING CO. LP

UNDERWRITES LABORATORIES INC.

June 17, 2014

C.2
 3'-3 1/2"
 1 EQ 1 1 EQ 1

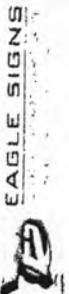


2 CONCEPTUAL STOREFRONT REMODEL - SOUTH ELEVATION

Scale: 1/16" = 1'-0"

By: [Signature]

DEC 04 2014



SINCE NOVEMBER 17, 2014
 5548 ANAHEIM
 ANAHEIM, CA 92804

PROJECT NAME: [Name]
 ADDRESS: 55 N. Central Avenue
 Orange, California

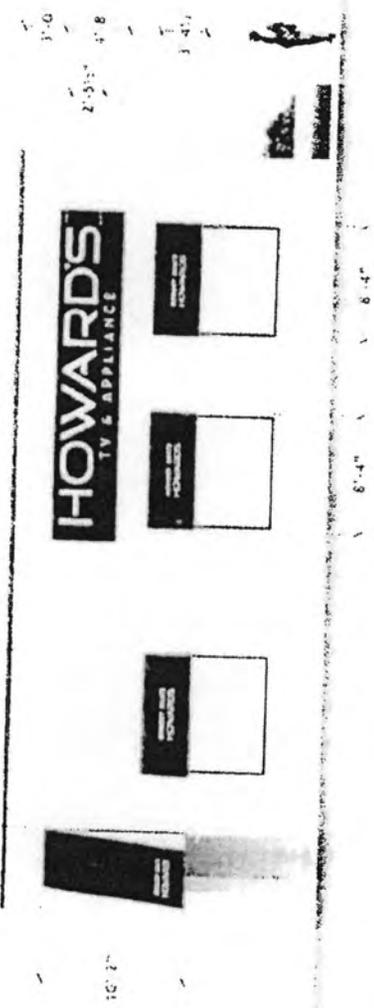
This drawing is intended for use as a guide only. It is not to be used for construction without the approval of the architect. The contractor is responsible for obtaining all necessary permits and for ensuring that the work is done in accordance with all applicable codes and regulations. The contractor is also responsible for protecting the existing structure and for restoring it to its original condition after the work is completed.

Drawing Number: Howard's Corona E&D

Sheet 3 of 12

Underpinners Laboratories Inc.

D G.4 B
 8'-11" 8'-10" 24'-0" EQ EQ EQ



3 CONCEPTUAL STOREFRONT REMODEL - EAST ELEVATION

Scale: 1/8" = 1'-0"



Eagle Signs, Inc.
 1000 N. 10th St.
 Phoenix, AZ 85006
 Phone: (602) 944-1111
 Fax: (602) 944-1112
 Website: www.eaglesigns.com

This is a conceptual drawing and is not intended to be used for construction. It is for informational purposes only. Eagle Signs, Inc. is not responsible for any errors or omissions in this drawing. All dimensions are in feet and inches.

Underwriters Laboratories, Inc.

Sheet 4 of 12



INTERNALLY ILLUMINATED CHANNEL LETTERS ON WIREWAY
One set required

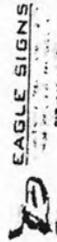
Scale: 1/4" = 1'-0"

PROFILE
Scale: 1/4" = 1'-0"

1. 4" deep custom fabricated back panel - zinc plated steel.
2. 5" deep custom fabricated aluminum channel letters, painted satin black. 1" black trim cap edge. Letter faces to be translucent nylon-acrylic plastic. Internal illumination provided by white LED modules mounted on equal centers for even lighting.
3. 2.5" deep custom fabricated aluminum channel letters painted satin black, 1" black trim cap edge. Letter faces to be translucent yellow acrylic plastic. Internal illumination provided by white LED modules mounted on equal centers for even lighting.
4. Finished bonding surface (brick)

BY: [Signature]
DATE: 12/10/2014
THE SIGNING OFFICER'S NAME AND TITLE

DEC 04 2014



EAGLE SIGNS
1000 W. 10th Street
Tulsa, Oklahoma 74106
918.438.1234

DATE: November 17, 2014
PROJECT: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]

FOR THE PROJECT: [Signature]
FOR THE CLIENT: [Signature]
FOR THE ARCHITECT: [Signature]

THE SIGNING OFFICER'S NAME AND TITLE

Drawing Number: [Number]

Sheet 1 of 12

EXHIBIT 2.
VISUAL SIMULATIONS

HOWARD'S

TV & APPLIANCE

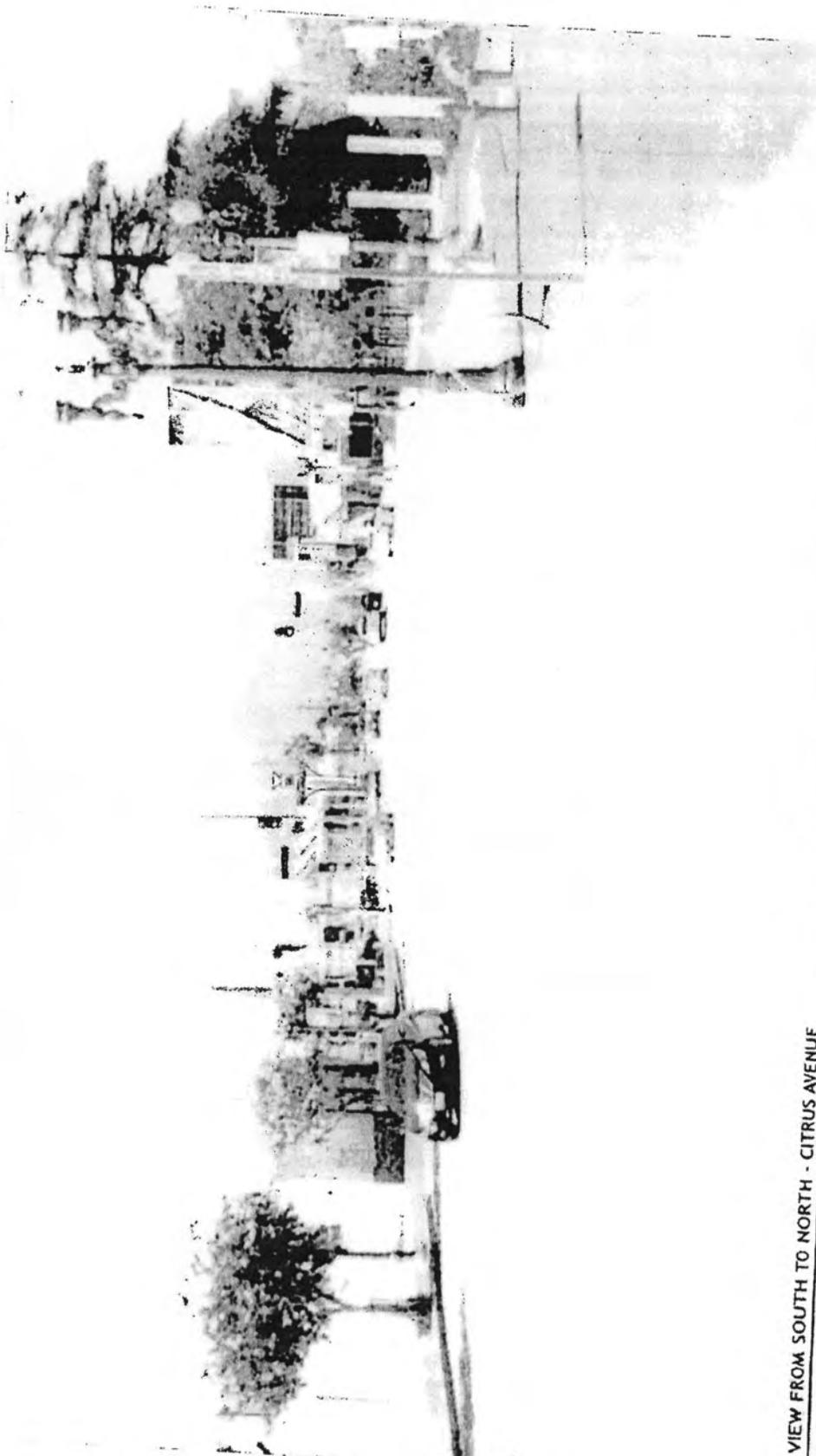
NWC of N. Citrus Avenue & Geneva Place
Covina, CA

PYLON SIGN EXHIBIT

August 10, 2015

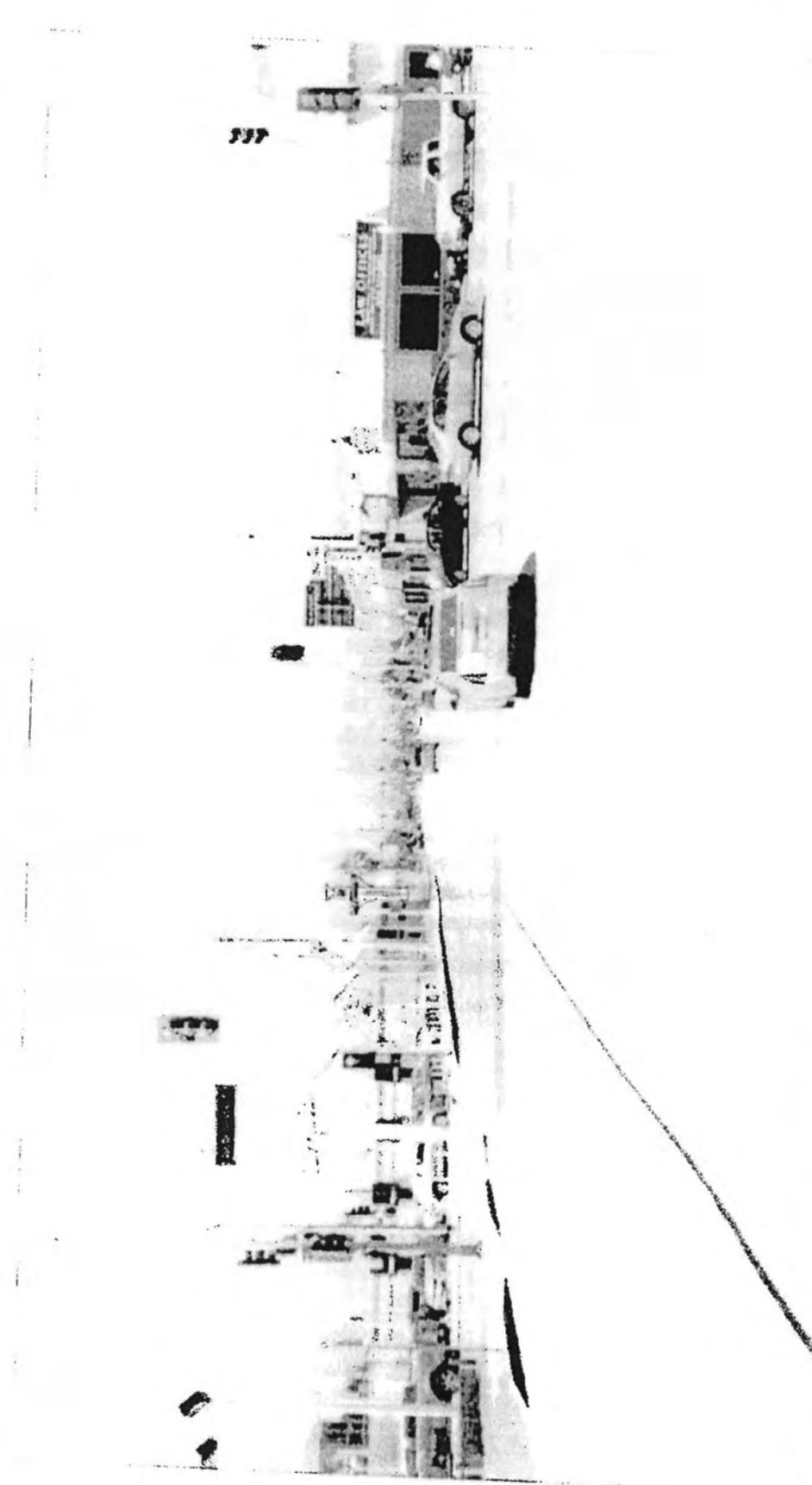


EAGLE SIGNS
1028 EAST ACACIA STREET | ONTARIO, CA 91761
PHONE 909.923.3034 | FAX 909.923.3043
WWW.EAGLESIGNS.NET



1 VIEW FROM SOUTH TO NORTH - CITRUS AVENUE

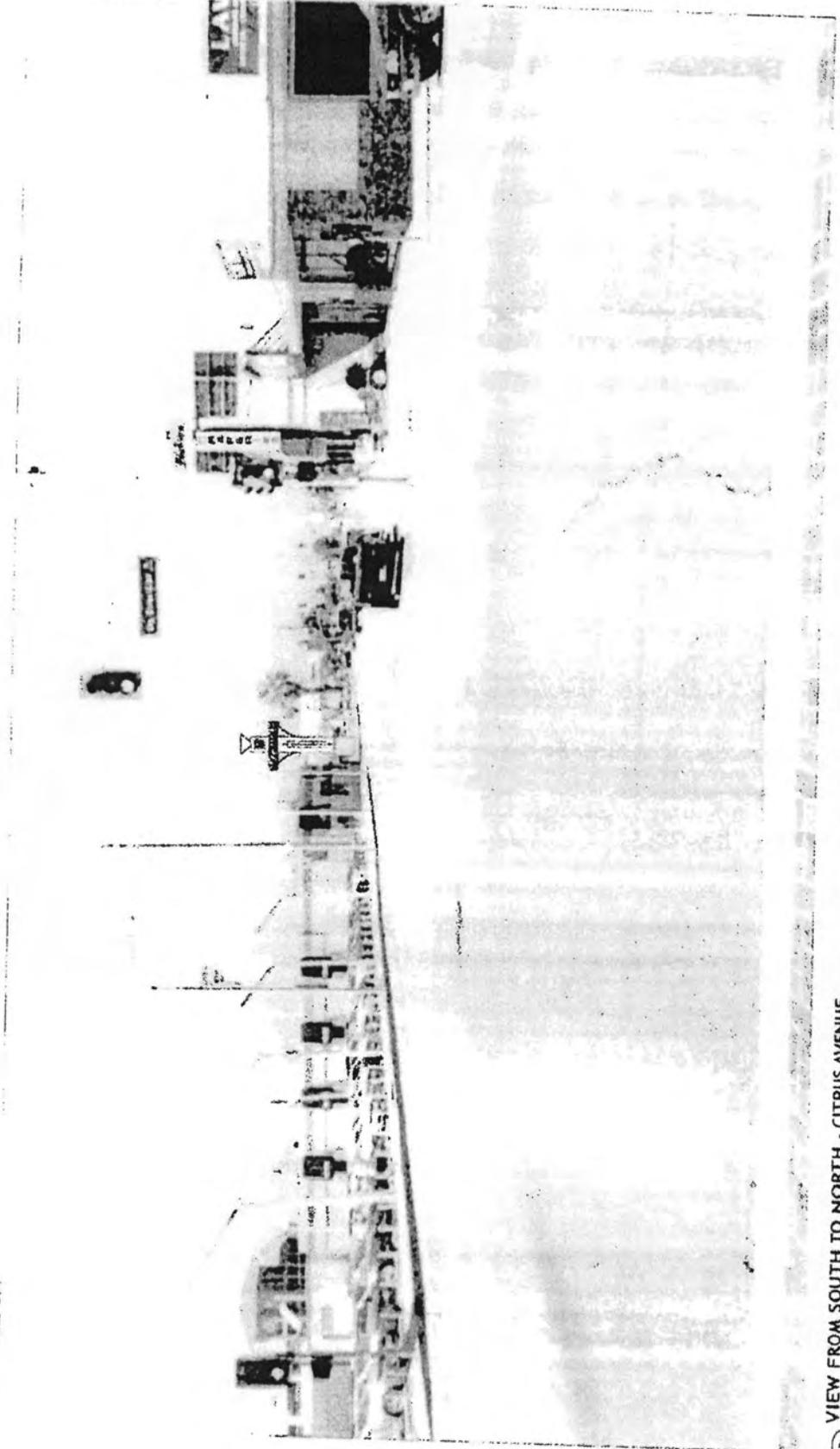
<p>EAGLE SIGNS 100 EAST NAGLER STREET, SUITE 100 P.O. BOX 111111, SAN JOSE, CA 95111 WWW.EAGLESIGNS.COM</p>	<p>Date: August 17, 2015 Scale: As noted Drawn by: Miguel Arcehan</p>	<p>Project name: Howard's address: 5415 N. Citrus Avenue Costa, California</p>	<p>This is original copy of drawing created by Eagle Signs and is intended for your personal use only. It is not to be reproduced, stored, or distributed in any form or by any means, electronic or mechanical, without written permission.</p>	<p>first revision second revision third revision</p>	<p>Undersign Lab Laboratories, Inc. 1000 1000</p>	<p>NTS Drawing number: Howard's Citrus CA.cdr sheet</p>
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2 VIEW FROM SOUTH TO NORTH - CITRUS AVENUE

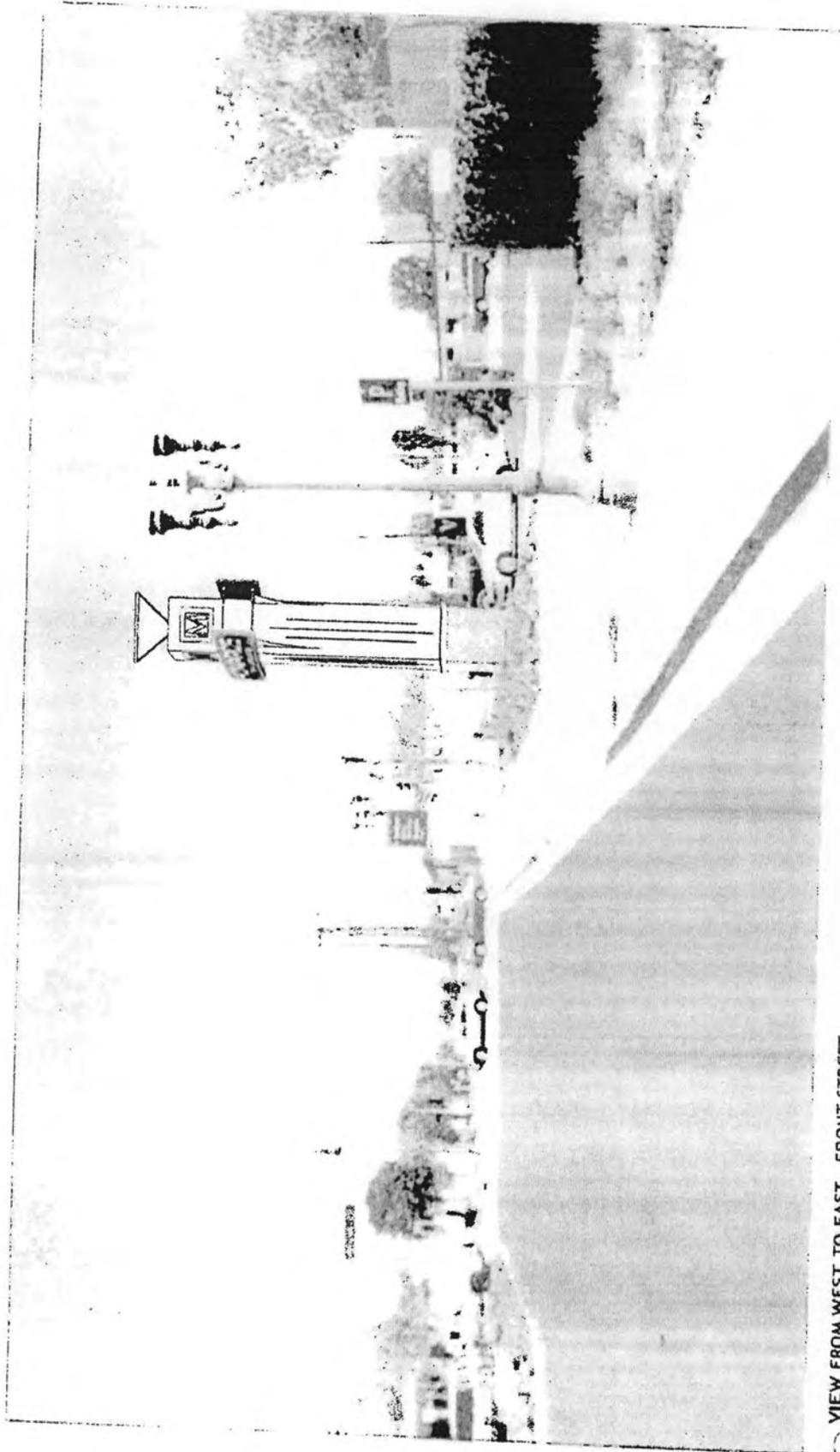
 EAGLE SIGNS SPECIALTY SIGNAGE & GRAPHICS 10000 W. 10th St. Suite 100 Westminster, CA 92683		DATE: August 11, 2015 SCALE: As noted DRAWN BY: Miguel Estrada		PROJECT NAME: Newer's ADDRESS: 545 R. Edison Avenue Citrus, California		This is an original and not a reproduction of Eagle Signs. It is submitted for your review and approval. No part of this drawing is to be reproduced, used by or for any other person or organization for any purpose whatsoever without your prior written permission.		<input type="checkbox"/> First review <input type="checkbox"/> Second review <input type="checkbox"/> Third review		Underwriters Laboratories Inc. 11111		drawing number: HOWARD'S CITRUS CA 03P sheet	
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NTS



3 VIEW FROM SOUTH TO NORTH - CITRUS AVENUE

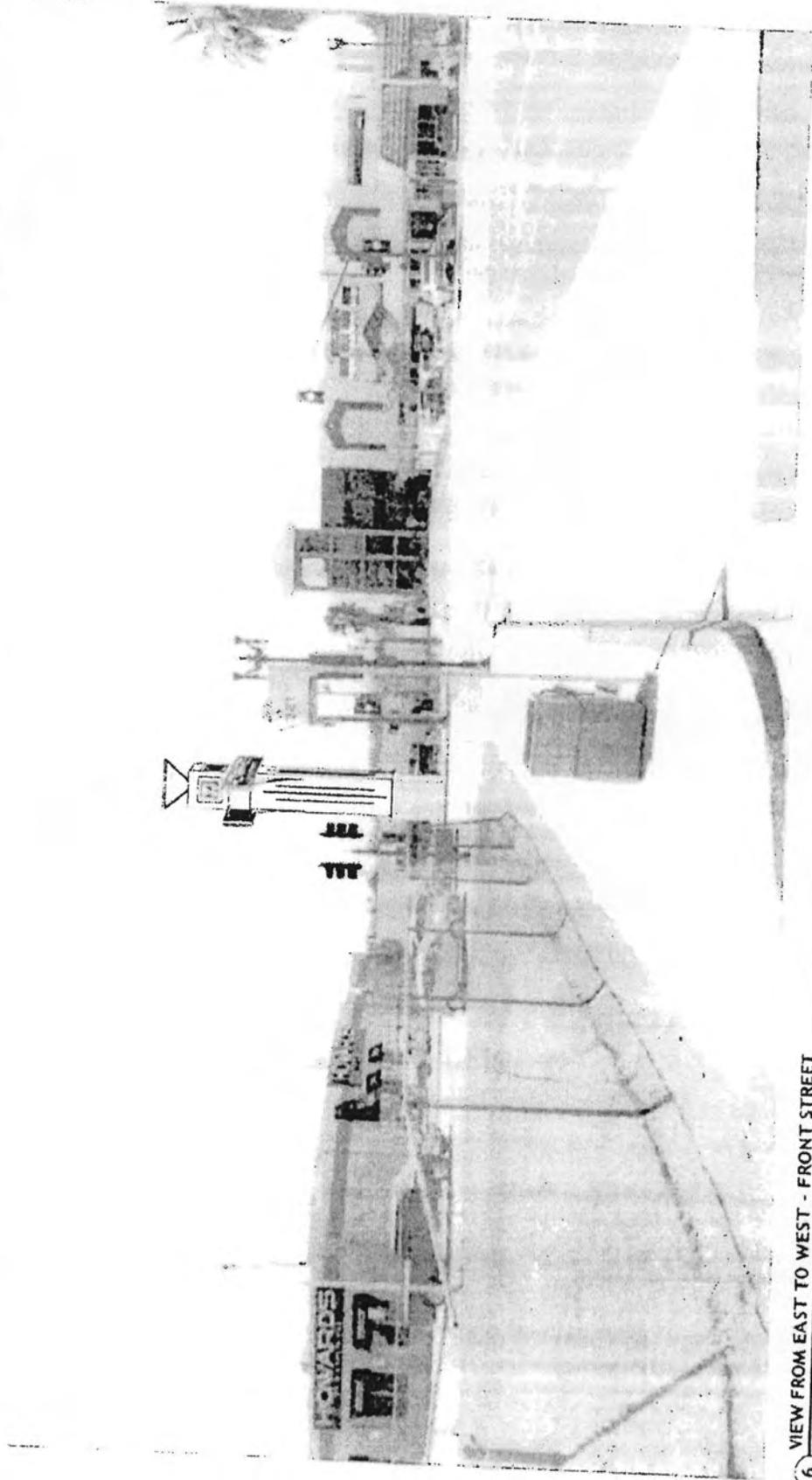
<p>EAGLE SIGNS 100 EAST MAIN STREET, THERMIDON, CALIFORNIA PHONE: (916) 407-5143 WWW.EAGLESIGNS.COM</p>	<p>DATE: August 11, 2015 SCALE: AS SHOWN DRAWN BY: AUGUST BERTON</p>	<p>PROJECT NAME: Howard's ADDRESS: 345 N. Citrus Avenue Corning, California</p>	<p>This is an original legal and signed drawing created by Eagle Signs. It is submitted to you for your use in connection with procuring permits for the installation of signs and other outdoor advertising. It is not to be reproduced, used for other purposes, or incorporated in any project without the written permission of Eagle Signs.</p>	<p> <input type="checkbox"/> First Revision <input type="checkbox"/> Second Revision <input type="checkbox"/> Third Revision </p>	<p> <input checked="" type="checkbox"/> Underwriters Laboratories Etc. <small>UL LISTED</small> sheet _____ of _____ </p>
---	--	---	--	---	---



5 VIEW FROM WEST TO EAST - FRONT STREET

<p>EAGLE SIGNS 10000 W. CENTRAL EXPRESSWAY SUITE 100 IRVINE, CALIFORNIA 92618</p>	<p>DATE: August 11, 2015 TITLE: As noted DRAWN BY: Miguel Acosta</p>	<p>PROJECT NAME: Howard's ADDRESS: 545 H. CAVINA AVENUE CORONA, CALIFORNIA</p>	<p>This is an original production of a sign created by Eagle Signs. It is submitted for your personal use in connection with a project being worked on by Eagle Signs, and it is not to be reproduced for any purpose, without the written permission of Eagle Signs.</p>	<p><input type="checkbox"/> Not reviewed <input type="checkbox"/> Reviewed <input type="checkbox"/> Final Review</p>	<p>NTS drawing number: Howard's Cavina CA, cdf sheet 1/2</p>
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Underwriters Laboratories Inc.



6 VIEW FROM EAST TO WEST - FRONT STREET

Date: August 11, 2015 Title: As noted Drawn by: Miguel Bertran	Project name: Road #1 Address: 145 N. 60th Avenue COSTA, CALIFORNIA	This is original copyright of Eagle Signs, Inc. It is intended for personal use in connection with a project being prepared for you by Eagle Signs, Inc. and shall not be reproduced, stored in a retrieval system, or used in any form or by any means, without written permission.	First revision <input type="checkbox"/> Second revision <input type="checkbox"/> Third revision <input type="checkbox"/>	Drawing number: Howard's, Costita CA, CDR Date:
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EAGLE SIGNS
 10000 S. 10th Street, Suite 100
 Phoenix, AZ 85042
 www.eaglesigns.com


 Underwriters Laboratories Inc.
 U.S.A.



CITY OF COVINA

AGENDA REPORT

ITEM NO. NB1

MEETING DATE: November 17, 2015

TITLE: Request to Amend the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules to add the classification of Public Works Manager

PRESENTED BY: Danielle Tellez, Human Resources Director

RECOMMENDATION: That the City Council adopt Resolution No. 15-7421, amending the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules (2013 version) and establish a new classification for Public Works Manager.

BACKGROUND:

The classification of Public Works Manager was eliminated from the Classification Plan prior to 2013. Upon approval of current compensation rules for the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees effective July 1, 2013, the position was eliminated and the position of Assistant Director of Public Works in the Executive Compensation Rules was established.

As part of the 2015-16 budget, the City Manager proposed a combination of personnel staffing changes, department reorganizations, reduction in personnel, and potential increases in revenue sources. As such, the Assistant Director of Public Works position became vacant in May 2015. The position has not been refilled.

DISCUSSION:

In September 2015, the Public Works Superintendent resigned from his position with the City. This now leaves two vacancies for the Public Works Department. Upon review of the current Public Works Department staffing structure, the Public Works Director and the Human Resources Director believe it would benefit the department and the organization to re-establish the Public Works Manager position and eliminate the Public Works Superintendent position.

The proposed salary range of \$7,057.96 - \$9,238.10 per month is 3% higher than that of the Assistant Director of Public Works.

FISCAL IMPACT:

This will result in an estimated annual cost savings of up to \$27,800 (including salary, Medicare, and CalPERS costs). The proposed monthly salary range for the Public Works Manager classification is range 6302 (\$7,057.96 - \$9,238.10).

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT): N/A

Respectfully submitted,

Danielle Tellez
Human Resources Director

Siobhan Foster
Public Works Director

City Manager	City Attorney	Finance	City Clerk

- ATTACHMENTS:**
Attachment A: Resolution No. 15-7421
Attachment B: Public Works Manager Position Description

RESOLUTION NO. 15-7421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE COMPENSATION RULES FOR THE MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND CONFIDENTIAL AND TECHNICAL EMPLOYEES

WHEREAS, the City Council must approve the addition of classifications to the City's Classification Plan; and

WHEREAS, the Human Resources Department desires to amend the Compensation Rules for the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees to add the classification of Public Works Manager;

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

SECTION 1. The City Council approves and authorizes the Human Resources Director to add the classification of Public Works Manager as follows:

- A. Effective November 17, 2015, the classification of Public Works Manager shall be added to the Cities' Classification Plan and the salary range shall be \$84,695.47 (Step 1) to \$110,857.15 (Step 8) annually.

SECTION 2. The City Clerk is hereby directed to forward a copy of this Resolution to the Human Resources Director.

PASSED, APPROVED AND ADOPTED this 17th day of November, 2015.

John C. King, Mayor

ATTEST:

Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candace K. Lee, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Resolution No. 15-7421 was adopted by the Covina City Council at a REGULAR meeting thereof held this 17th day of November, 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SHARON F. CLARK
CHIEF DEPUTY CITY CLERK



CITY OF COVINA

PUBLIC WORKS MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general direction, assists the Public Works Director in administration and management of the department's operating divisions; supervises administrative support personnel; accepts responsibility for the management of the Department budget and all personnel related issues; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The Public Works Manager is the administrative management class responsible for full oversight and management of divisions as assigned by Director of Public Works. This class may serve as acting Department Head in the Director's absence;. This classification is distinguished from the next higher classification of Director of Public Works in that the latter is responsible for the overall management of the Department.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Director of Public Works. Exercises direct and indirect supervision over assigned staff.

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

- Plan, direct, supervise and provide day-to-day management of assigned public works programs. Keep accurate personnel, attendance, inventory, and financial records as required.
- As appropriate to assigned divisions and programs, develop and implement goals, objectives, policies and priorities; make recommendations as needed; assist in establishing appropriate services and staffing levels and allocate resources accordingly.
- Manage and participate in the development and administration of the assigned budgets; forecast additional funds for department operations and to meet department goals; monitor and approve expenditures; recommend adjustments as necessary.

- Provide highly responsible administrative staff assistance to the department director including problem resolution, communications, and public outreach; direct specific and comprehensive analysis on division programs, policies and issues as assigned.
- Initiate and implement new programs and services and recommend enhancements to existing programs to address community and citizen needs. Actively participate in the organization of special community events and celebrations as assigned.
- Serve as department representative at community meetings; coordinate activities and special projects with other departments, outside agencies and organizations.
- Establish, maintain and expand collaborative relationships with representatives of community organizations, variety of agencies, state/ local agencies and associations, City management and staff, and the public to maximize program offerings within the community.
- Oversee the safe use of facilities and equipment. Revitalize and manage the Department's comprehensive safety program
- Participates in the preparation, submission and implementation of budgets for field divisions of the Department; prepares and/or reviews contracts, Requests for Proposal, agreements, resolutions, ordinances and bid documents for assigned divisions; ensures compliance with federal, state, and local laws, rules and regulations in regards to the procedures and services provided by the
- For assigned division, coordinates human resources functions including Workers' Compensation, Risk Management, classification practices, Fair Labor Standards Act, Family and Medical Leave legislation, grievances, and disciplinary actions; participates in the selection, training, and evaluation of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; provides guidance and operational assistance to other division heads in the areas of budget, personnel management and administrative policy as needed.
- Identifies and rectifies weaknesses in internal controls; ensures compliance with established policies and procedures, requirements, laws and regulations.
- Implements and recommends improvements in the Department's financial, personnel and purchasing practices.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using

a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. Additionally, the need to lift, drag and push files, paper and documents weighing up to 25 pounds is required. The ability to drive a motorized vehicle is also required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Public Works Manager. A typical way of obtaining the required qualifications is to possess the equivalent of graduation from an accredited college or university with a bachelor's degree in public or business administration, horticulture or a closely related field. An applicable graduate degree is highly desirable. Five years of increasingly responsible experience in public works programs; including three years of supervising/managing experience.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

Other certifications that enhance knowledge and skills are welcomed. An example would be Arborist Certification from International Society of Arboriculture (ISA), Water Operations, Collection System or Treatment certificates.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern methods, techniques, principles and procedures used in the planning, development, implementation, administration and monitoring of a variety of public works programs including building maintenance, park maintenance, sewer maintenance, street maintenance and management of the urban forest, and water utility; principles and practices of division and program administration; including budgeting, purchasing and personnel management; demonstrated experience in successfully working with local organizations and the community in achieving assigned work projects and goals; principles and procedures of records keeping and reporting; principles used in supervision, training, and performance evaluation; applicable federal, state and local laws, codes and regulations and safety rules and regulations; methods and techniques for record keeping and report preparation including contracts, Requests for Proposal, agreements, resolutions, ordinances and bid documents;

Ability to:

Effectively communicate, manage and coordinate the work of supervisory, professional, technical, and administrative support personnel; administer contracts and manage contractor performance; provide administrative and professional leadership and direction for the assigned division; recommend and implement Department of Public Works goals, objectives, and practices for providing effective and efficient delivery of programs and services; prepare and maintain accurate and complete records; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of Department of Public Works goals; identify, and accurately and effectively respond to community concerns and needs; design, develop and implement programs suited to the needs of the community; interpret and apply Federal, State, and local policies, procedures, laws and regulations and applicable safety laws, rules, and regulations; prepare and present clear and concise written and oral reports and documents; exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs; work effectively with various segments of the community; develop and maintain harmonious public relations; analyze, interpret and explain department policies and procedures; select, supervise, train and evaluate staff; develop, implement and administer budgets of assigned divisions; ability to operate a computer, calculator, telephone, and portable radio; ability to understand and respond to the public's and staff's requests for assistance both on the phone and in person; ability to prepare narrative reports, perform mathematical calculations and sort/file documents.

Skill to:

Operate modern office equipment such as a computer and with a variety of word processing, spreadsheet, financial information, and other software applications, fax machine, copy machine, smart phone and portable radio.

Approved on:
Last Update: