



City of Covina/Successor Agency to the
Covina Redevelopment Agency/
Covina Public Financing Authority/
Covina Housing Authority

Mayor John King – Mayor Pro Tem Stapleton

Council Members: Walter Allen – Peggy Delach – Jorge Marquez

REGULAR MEETING AGENDA

125 E. College Street, Covina, California

Council Chamber of City Hall

Tuesday, May 19, 2015

6:30 p.m.

- As a courtesy to Council/Agency/Authority Members, staff and attendees, everyone is asked to silence all cellular telephones and any other communication devices.
- 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.
- Please provide 10 copies of any information intended for use at the Council/Agency/Authority meeting to the City Clerk prior to the meeting.
- **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.
- **DOCUMENT AVAILABILITY:** Any writings or documents provided to a majority of the Council/Agency/Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Office at City Hall located at 125 E. College Street and the reference desk at the Covina Library located at 234 North Second Avenue during normal business hours. In addition, such writings and documents are available in the City Clerk's Office and posted on the City's website at www.covinaca.gov.
- Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Covina Housing Authority unless listed on agenda, which has been posted not less than 72 hours prior to 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 the agenda for the **May 19, 2015** meeting was posted on **May 14, 2015** near the front entrance of the City Hall, 125 East College Street, Covina, near the front entrance of the Covina Public Library, 234 N. Second Avenue, Covina near the front entrance of the Joslyn Center, 815 N. Barranca Avenue, Covina, and on the City's website in accordance with Section 54954.2(a) of the California Government Code.

May 19, 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 Allen, Delach, Marquez, Mayor Pro Tem/Vice Chairperson Stapleton and Mayor/Chairperson 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. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION** pursuant to Section 54956.9(d)(1)

Name of case: Hector Storman v City of Covina

Case number: BS 155260

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 Allen, Delach, Marquez, Mayor Pro Tem/Vice Chairperson Stapleton and Mayor/Chairperson King

PLEDGE OF ALLEGIANCE

Led by Council Member Marquez

INVOCATION

Given by Covina Police Chaplain Truax

PRESENTATIONS

Recognition – Cultural Arts Advisory Commission Members

Recognition – California Parks & Recreation Society –District 13

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.** City Council to approve the minutes from the April 21, 2015 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 2.** City Council to approve the minutes from the April 30, 2015 special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.

CONSENT CALENDAR CONTINUED

- CC 3.** City Council to approve the minutes from the May 5, 2015 regular meeting of the City Council Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 4.** City Council to approve the minutes from the May 7, 2015 special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 5.** City Council to approve the renewal of Case Management Services and Nutrition Project Services agreements with YWCA San Gabriel Valley Intervale Senior Services effective July 1, 2015 through June 20, 2018.
- CC 6.** City Council to approve the payment of demands in the amount of \$1,843,628.00
- CC 7.** Successor Agency to the Redevelopment Agency to receive payment of demands in the amount of \$24,073.20
- CC 8.** City Council to determine satisfaction of Note and program requirements and terms for program participants of the Community Development Block Grant (CDBG) Special Economic Development Program; authorize removal of the loan/grant restrictions, and authorize the City Manager, or her designee, to execute related documents.
- CC 9.** City Council to adopt **Resolution No. 15-7345**, to approve an employment agreement with retired PERS annuitant for Chief Deputy City Clerk Services for a limited duration.
- CC 10.** City Council to adopt **Resolution No. 15-7350**, to amend the City of Covina Parks and Recreation Department's fiscal year 2014-2015 operating budget.
- CC 11.** City Council to approve the Legal Services Agreement with Richards, Watson, & Gershon and authorize the Mayor to execute the agreement on behalf of the City.

CONTINUED BUSINESS

- CB 1.** City Council to consider second reading of an Ordinance amending Chapter 8.50 of the Covina Municipal Code.

Staff Recommendation:

- 1) City Council to waive second reading, read by title only, and adopt **Ordinance No. 15-2038**, amending Chapter 8.50 of the Covina Municipal Code to comply with the Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175 (MS4 Permit);and
- 2) To make a determination of exemption under the California Environmental Quality Act (CEQA).

NEW BUSINESS

NB 1. Covina Housing Authority to consider the amended and restated Declaration of Conditions, Covenants, and Restrictions for Affordable Rental Housing between the Authority and Covina Gardens, KBS, L.P., a California Limited Partnership for the property at 200 W. Rowland Street, Covina.

Staff Recommendation:

1) The Covina Housing Authority **Resolution No. 15-001**, to approve that certain amended and restated Declaration of Conditions, Covenants, and Restrictions for Affordable Rental Housing Disposition between the Covina Housing Authority and Covina Gardens, KBS, L.P., a California Limited Partnership, for the property located at 200 W. Rowland Street, Covina.

NB 2. City Council to consider and approve a Resolution to establish an interim policy for consideration of General Plan land use changes.

Staff Recommendation:

1) City Council to consider and adopt **Resolution No. 15-7351**, to establish an interim policy for consideration of General Plan land use changes in the City.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to a special budget workshop meeting to be held on **Thursday, May 21, 2015** at 4:00 p.m. in the Council Chamber, 125 East College Street, Covina, California, 91723. The next regular meeting of the Council/Agency/Authority is scheduled for **Tuesday, June 2, 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.

**Draft
minutes**



CC1

MINUTES OF APRIL 21, 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 6:32 p.m., with all members present. Closed session items were announced. There were no public speakers.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, MARQUEZ, STAPLETON

Council Members Absent: NONE

Elected Members Present: COBBETT

Staff Members Present: City Manager Miller, Interim City Attorney Hull, Police Captain Povero, Acting Finance Director Pacheco, L.A. County Fire Chief Enriquez, Parks and Recreation/Library Director Hall-McGrade, Acting Public Works Director Gonzalez, Public Works Manager/Building Official Hayes, Assistant to the City Manager Brancheau, Finance Manager Cole, Senior Management Analyst Smith, City Planner Carter, Electronic Resource Analyst Kadir and Chief Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority agenda for the April 21, 2015 meeting was posted on April 16, 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.

CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957

Title: City Attorney

B. PUBLIC EMPLOYEE APPOINTMENT pursuant to Government Code Section 54957

Title: City Attorney

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957

Title: City Manager

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority meeting reconvened at 7:31 p.m., with all members present.

City Manager Andrea Miller announced that there is no reportable action related to the closed session items.

PLEDGE OF ALLEGIANCE

Council Member Delach led the pledge of allegiance.

INVOCATION

Covina Police Chaplin Dave Truax gave the invocation.

PRESENTATIONS

Mayor King invited Kim Plater of the Covina Woman’s Club to the lectern and presented a proclamation recognizing April as Sexual Assault Awareness Month and Child Abuse Awareness Month.

PUBLIC COMMENTS

Police Sergeant Bobkiewicz and Officer Malinoski advised that the month of May pays remembrance to those Peace Officers who have given the ultimate sacrifice and lost their lives in the line of duty. Officer Malinoski distributed a hockey jersey to each of the Council Members and explained the jersey was designed to commemorate Police Officer Jordan Corder. He stated the jersey would be worn on May 3, 2015 at the California Peace Officers’ Memorial Ceremony as well as the National Law Enforcement Memorial in Washington, DC.

Mr. Leonard W. Rose, Jr., La Puente resident, spoke regarding the Easter Production at Covina Assembly of God Church. Mr. Rose encouraged those to watch the television show this Sunday, *A.D. the Bible Continued*.

Abdali Martinez, Field Representative for Assembly member Roger Hernandez, Jr., introduced herself and stated she is excited about representing the City of Covina.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Marquez requested to adjourn in memory of Nadine M. Feldheim, wife of Covina Valley Historical Society and Covina Police volunteer, Fred Feldheim. Council Member Marquez requested to adjourn in memory of Jack Bella, a dedicated Covina resident. He spoke of his attendance, along with Council Member Delach and City Manager Miller, to the San Gabriel Valley Economic Partnership, Economic Outlook study. He provided highlights of the Covina Chalk Festival held on April 18, 2015. Council Member Marquez reported that Covina Valley opened their first Tech Academy, which provides vocational trade programs. Council Member Marquez requested information on the steps the City is taking regarding the State drought measures set by the Governor.

Council Member Delach congratulated staff on the successful Chalk Festival. Council Member Delach commented on the information provided during the Economic Outlook study that the San Gabriel Valley has the lowest vacancy for industrial properties and that the economy should continue to improve through 2016.

Council Member Allen complimented the Covina Police Department for the hockey jerseys honoring Officer Jordan Corder. Council Member Allen reported that the Rio Hondo Police Academy will be honoring Officer Corder on May 24, 2015 with a wall plaque. Council Member Allen commented that St. Louise de Marillac Catholic Community Church has an upcoming musical concert benefitting the African Missionaries.

Mayor Pro Tem Stapleton acknowledged the success of the Covina Chalk Festival. He wished everyone a happy Earth Day. Mayor Pro Tem Stapleton joined the request to adjourn in memory of Nadine M. Feldheim. He also requested to adjourn in memory of Victor Valenzuela, a graduate of Covina High School.

Mayor Pro Tem Stapleton, along with Council Member Marquez, requested a review of animal control services, on a future agenda.

Mayor King requested to adjourn in memory of Antonio Gregorio Becerril, a member of Boy Scout Troop 448, Eagle Scout who graduated last June.

Mayor King announced the following “hold the date” events:

- The Covina Green Fair on Saturday, May 2, 2015 from 11:00 a.m. to 2:00 p.m. at Heritage Plaza
- City of Covina and Los Angeles County Department of Public Works is hosting a free smart gardening advanced workshop, Saturday, May 16, 2015 from 9:30 a.m. to 11:00 a.m. at Charter Oak Park
- Special Study Session Meeting regarding the City’s proposed 2015-2016 fiscal year budget, Thursday, May 7, 2015 beginning at 6:30 p.m.

CITY MANAGER COMMENTS

City Manager Andrea Miller provided details of parking alternatives presented to the businesses in the Shoppers Lane area. Staff provided options and the businesses then gave additional feedback. The group, which consisted of businesses and City officials, determined that increased enforcement of current parking restrictions was needed. The businesses agreed to relocate their employee parking to free up parking spaces. City Manager Miller reported that staff would continue to explore potential options and follow up with the business owners to discuss whether measures are working and whether additional actions are needed.

CONSENT CALENDAR

- CC 1.** City Council approved the request by GETS Theological Seminary, located at 412 E. Rowland Street, Covina, allowing an exemption from the City’s business license tax.
- CC 2.** City Council approved payment of demands in the amount of \$1,944,944.22.
- CC 3.** Successor Agency to the Covina Redevelopment Agency approved the payment of demands in the amount of \$70,192.09.
- CC 4.** City Council adopted **Resolution No. 15-7341**, reviewing continued repairs to City Hall restrooms pursuant to Section 22050 of the California Public Contract Code.

- CC 5. City Council/Successor Agency to the Covina Redevelopment Agency received and filed the quarterly report of the Treasurer to the City of Covina and the Successor Agency to the Covina Redevelopment Agency for the Quarter ended March 31, 2015.
- CC 6. City Council received and filed the annual report of the Covina Public Financing Authority.
- CC 7. City Council approved a professional services amendment agreement with Dudek, Inc., increasing the contract amount for providing environmental and planning services and authorized the City Manager to execute said agreement.
- CC 8. City Council approved reassigning the existing Assistant to the City Manager to the Community Development Department and reclassifying the incumbent employee to Senior Management Analyst; and authorized the City Manager to recruit and hire a new full-time Assistant to the City Manager.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Marquez the City Council approved Consent Calendar items CC1 through CC8.

Motion approved the Consent Calendar items CC1 – CC8 as follows:

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

PUBLIC HEARING

PH1. Public hearing was before City Council to consider the appeal of the Planning Commission’s denial of the amendment to Conditional Use Permit (CUP) 13-004 for the property located at 692 Arrow Grand Circle (within the Arrow-Grand Industrial Park).

At 8:13 p.m., Mayor King opened the public hearing.

City Planner Alan Carter provided an overview of the proposed changes requested by Alost Brewery, which include the allowance of one food truck, outdoor seating to the building front, extension of business hours and television allowance. City Planner Carter stated that in reviewing the request, staff did not identify any issues or problems with the business. The Police Department had no calls for service. City Planner Carter explained that the Planning Commission voted 4-1 to deny the proposed CUP amendment and summarized the reason of denial was because modifications seemed too bar-like, felt there were public safety concerns and the support letters seemed misleading. City Planner Carter reported that City Council may agree with the Planning Commission and deny the appeal, may disagree with the Planning Commission’s decision, or believe that the required findings can be made and approve the CUP, by adopting Resolution No. 15-7343.

Dan McMeekin, Covina resident and Covina Planning Commissioner, explained that when the matter came before the Planning Commission 18 months ago, the Commission crafted an order based on community input and placed reasonable restrictions on the business. Mr. McMeekin indicated that it is bad policy for the City to consider do-overs and suggested the City Council uphold the Planning Commission’s decision.

Linda Rose, Micro-Aide Corporation, read a written statement, along with providing photographs, which draw attention to her speaking in opposition of the proposed changes to the Conditional Use Permit. Ms. Rose specified that the brewery has had outdoor parties with live music and that the loading dock is used for barbecuing. Ms. Rose reported that there are issues with Alostia Brewery patrons and employees parking in front of other businesses and that the establishment has a television already installed.

Andrew McIntyre, McIntyre Group, indicated he is the property owner and manager for the industrial property that fronts Arrow Highway at the Arrow Grand Center. Mr. McIntyre stated that he is in favor of the proposed revisions and that none of his tenants have had any complaints. Mr. McIntyre feels Alostia Brewery is a great asset to the industrial park and the community.

Ron Flowers, Covina resident, stated that he owns the townhome that is directly across the street from the Brewery. Mr. Flowers explained that voices are not always contained when alcohol is involved. Mr. Flowers provided that having loud noise all week seems unreasonable and that extending the hours to 12:00-midnight is tough for him as a resident. Mr. Flowers stated the business has been fine; however, he is against having a “party” seven days a week.

Jamie Caldwell, Alostia Brewery partner/owner, explained that since opening, they have doubled production and expanded the business to include canning, retail establishments and restaurants. Mr. Caldwell stated the outside patio area would be on the opposite side from the townhomes. Food trucks would bring a new following and provides food to those patrons tasting alcohol. Mr. Caldwell stated they are asking for the opportunity to grow the business and wants to make Alostia Brewing Company a household name that is synonymous with Covina.

Further discussion continued regarding the food trucks, loud noise, brewery tasting hours and overall growth of the business.

At 9:19 p.m., Mayor King closed the public hearing.

Council Member Allen stated he was in favor of the proposed Conditional Use Permit with modification to the closing hours.

Council Member Delach stated she is in favor of the Conditional Use Permit with further review of the conditions.

Council Member Marquez stated he is in support of the requested revisions combined with a 10:00 p.m. close time.

Mayor Pro Tem Stapleton stated he is in support of the Planning Commission’s decision.

Mayor King stated he is agreeable with the limitation of tasting hours.

Following further Council discussion and on a motion made by Council Member Allen, seconded by Council Member Delach, the City Council adopted **Resolution No. 15-7343**, making certain findings to support the amendment to the Conditional Use Permit, reversing the Planning Commission’s decision thereby approving the amendment to the Conditional Use Permit with the following additions: 1) Opening at 4:00 p.m. to no later than 10:00 p.m., Monday through Friday; Saturday 12:00 p.m. to 10:00 p.m., Sunday 1:00 p.m. to 7:00 p.m. 2) Providing sound dampening for the outside seating. 3) Approval of food trucks. 4) Permitting the use of televisions. 5) Allowing five nights a year to remain open until 12:00 p.m.

Motion approved Public Hearing item PHI with the recommended amendments to the conditions of approval and adopted Resolution No. 15-7343, as follows:

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

NEW BUSINESS

NB1. City Council to receive an appeal from the order and decision of the Acting City Manager related to two notices of violations for non-compliant newsracks.

City Attorney Elizabeth Hull advised that Best Best and Krieger cannot serve as legal Counsel for the City Council in this matter as BB&K advised staff regarding this item. Special Counsel, Attorney Deborah Fox, from Meyers Nave, will step up to the dais to advise City Council, so the appellant's due process rights are not implicated. City Attorney Hull stepped down from the dais.

Chief Deputy City Clerk Cathy LaCroix advised the item is not a public hearing, therefore there is no noticing requirement; however, as a courtesy, an agenda was mailed to Mr. Storman.

Special Counsel Deborah Fox offered the three options for Council 1) To approve the decision confirming the order of the Acting City Manager. 2) Refer the matter back to the Police Chief with or without instruction. 3) Set the matter for public hearing before City Council.

Deputy City Attorney Michael Maurer reported this is an appeal or two citations for two newsracks, one located on the sidewalk next to Heritage Park and the second is located on the sidewalk in a residential area. There was a citation issued and an appeal was made to the Acting City Manager. The Acting City Manager made a decision on the appeal, which has been included in the documentation of findings. Deputy City Attorney Maurer stated City Council has an option under the Municipal Code and the recommendation this evening is to affirm the decision of the Acting City Manager.

Hector Storman, stated he submitted an email on March 18 to the Planning Division. Mr. Storman read from the March 18 email, outlining that California Business and Professional Code 5412, finds that newsracks as street furniture and clearly states that the only way to remove them is by eminent domain. Mr. Storman stated there is a problem with the City's adopted ordinance because it gave a three-month notice, there is an exception in residential area and the amortization period has to be two weeks.

Mr. Storman stated he has been a resident of Covina since 1975. He explained that big newspaper companies are abandoning local communities and he had a concept to create a neighborhood newspaper. He provided a copy of the newsletter he writes. Mr. Storman stated in 2013 he obtained a permit for the newsracks and installed one on the sidewalk in front of his property and one in front of Heritage Park. Mr. Storman indicated that a few months later, City Council adopted an Urgency Ordinance preventing him from doing what he had already done legally. Mr. Storman advised he was never given any notice that there was a violation and was not given due process.

Special Counsel Deborah Fox reported she has reviewed the ordinance and the items listed under 11.32.160(c) are actions that the City Council can take this evening. The items raised by

Mr. Storman were dealt with in the staff report as part of the agenda packet. The comments and claims that there were only three months on the amortization period, is not correct. Section 11.32.190 of the ordinance has a six month time period and is a proper and appropriate amortization period, which has come and gone. In the First Amendment area, the City is allowed to adopt ordinances that impose reasonable time, place and manner restrictions on newsracks. That is what this Council has done. Accordingly, you are on solid and legal ground in the support of the record and taking action to uphold the decision of the Acting City Manager.

On a motion made by Council Member Delach, seconded by Council Member Allen, the City Council approved the decision and order of the Acting City Manager.

Motion approved New Business item NB1, thereby approving the decision and confirming the order of the Acting City Manager, as follows:

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

ADJOURNMENT

At 9:56 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned in memory of Nadine M. Feldheim, Victor Valenzuela, Antonio Gregorio Becerril and Jack Bella, to its next regular meeting of the Council/Agency/Authority on **Tuesday, May 5, 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:

Catherine M. LaCroix, Chief Deputy City Clerk

Approved this 19th day of May 2015:

John C. King, Mayor/Chairperson

**Draft
minutes**



CC2

MINUTES OF APRIL 30, 2015 SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Pro Tem Stapleton called the special Council/Agency/Authority meeting to order at 4:30 p.m., with all Members present. Closed session items were announced. There were no public speakers.

ROLL CALL

Council Members Present: DELACH, MARQUEZ, STAPLETON

Council Members Absent: ALLEN, KING (with notice)

Elected Members Present: COBBETT

Staff Members Present: City Manager Miller, Police Chief Raney and Chief Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority special meeting agenda of April 30, 2015 was posted on April 27, 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

City Manager Andrea Miller led the pledge of allegiance.

PUBLIC COMMENTS

None.

COUNCIL/AGENCY/AUTHORITY COMMENTS

None.

CITY MANAGER COMMENTS

None.

CLOSED SESSION

- A. PUBLIC EMPLOYEE APPOINTMENT** pursuant to Government Code Section 54957
Title: City Attorney

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority meeting reconvened 5:34 p.m., where Mayor Pro Tem Stapleton advised there is no reportable action related to the closed session item.

ADJOURNMENT

At 5:34 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned to the next regular meeting of the Council/Agency/Authority on **Tuesday, May 5, 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:

Catherine M. LaCroix, CMC
Chief Deputy City Clerk

Approved this 19th day of May 2015:

John C. King, Mayor/Chairperson

**Draft
minutes**



CC 3

MINUTES OF MAY 7, 2015 SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor King called the special Council/Agency/Authority meeting to order at 8:00 a.m., with all Members present. The closed session item was announced. There were no public speakers.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, MARQUEZ, STAPLETON

Council Members Absent: NONE

Elected Members Present: NONE

Staff Members Present: City Manager Miller, Police Chief Raney and Chief Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority special meeting agenda of May 7, 2015 was posted on May 6, 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.

PUBLIC COMMENTS

None.

COUNCIL/AGENCY/AUTHORITY COMMENTS

None.

CITY MANAGER COMMENTS

None.

CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957

Title: City Manager

RECONVENE THE MEETING

The Council/Agency/Authority meeting reconvened, where City Manager Andrea Miller advised there is no reportable action related to the closed session item. There was no further business.

ADJOURNMENT

At 10:11 a.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned to the next regular meeting of the Council/Agency/Authority on **Tuesday, May 19, 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:

Catherine M. LaCroix, CMC
Chief Deputy City Clerk

Approved this 19th day of May 2015:

John C. King, Mayor/Chairperson

Draft minutes



CC 4

MINUTES OF MAY 5, 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 7:31 p.m., with all members present except Council Member Delach who had an excused absence.

ROLL CALL

Council Members Present: ALLEN, KING, MARQUEZ, STAPLETON

Council Members Absent: DELACH (with notice)

Elected Members Present: COBBETT

Staff Members Present: City Manager Miller, Interim City Attorney Hull, Police Chief Raney, L.A. County Fire Chief Enriquez, Parks and Recreation/Library Director Hall-McGrade, Acting Finance Director Pacheco, Acting Public Works Director Gonzalez, Senior Management Analyst Smith, City Planner Carter, Community Relations Supervisor Hynes, Environmental Services Manager Castro, Literary Coordinator Jimenez, Management Analyst Navera, Risk Manager Klymkiw, Police Captain Webster, Interim Human Resource Director Blackwood, Electronic Resource Analyst Kadir and Chief Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority agenda for the May 5, 2015 meeting was posted on April 30, 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

Council Member Allen led the pledge of allegiance.

INVOCATION

Covina Police Chaplain Dave Truax gave the invocation.

PRESENTATIONS

Mayor King invited Katrina Moramarco to the lectern and presented a certificate of recognition for her leadership and management of the Miss Covina Scholarship Program and as owner of Millie's Dancewear. Katrina has decided to close Millie's Dancewear and start a new chapter

and City Council extends their appreciation of her dedication to the Community and the Miss Covina Program.

Mayor King presented a proclamation to Chief Deputy City Clerk Catherine LaCroix in recognition of Municipal Clerk's Week, May 3-9, 2015.

Mayor King presented a proclamation to Police Chief Kim Raney in recognition of National Police Week, May 10-16, 2015.

Mayor King presented a proclamation to Mike Puenta Sr., Water Foreman, and Mike Puenta Jr., Street Worker, in recognition of National Public Works Week, May 17-23, 2015.

PUBLIC COMMENTS

Gary Clifford, Athens Services Executive Vice President, thanked those who attended the Covina Green Fair. He congratulated the community for achieving a 70% diversion rate, which equates to 30% of waste actually ending up in a landfill and 70% getting recycled. This is a great accomplishment and shows how the community is engaged with what happens to waste.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Marquez spoke about the City's no host ordinance and that he has teamed up with the East San Gabriel and Pomona Valleys National Council on Alcohol and Drug Dependence (NCADD) regarding yard signs that say, "Parents Who Host, Lose the Most." He explained the yard signs are an extra tool for the Covina Police Department and provided the reminder that underage drinking in Covina will not be tolerated.

Mayor Pro Tem Stapleton spoke on his attendance to the Covina Green Fair and thanked staff for the wonderful job putting on the event. He expressed appreciation to Jordan Corder's family for allowing Council to participate in the California Peace Officers' Memorial Enrollment Ceremony and thanked the staff for their work in Covina. Mayor Pro Tem Stapleton thanked Cathy LaCroix for her service and wished her well on her retirement to Tennessee. He wished everyone a happy Mother's Day.

Council Member Allen reflected on his attendance to the California Peace Officers' Memorial Ceremony and the honoring of Officer Jordan Corder. He thanked Katrina Moramarco for her passion with the Miss Covina pageant. Council Member Allen expressed appreciation to Cathy LaCroix for the wonderful job as Chief Deputy City Clerk and to Sandra Lopez for the spectacular job when working with City Council. Council Member Allen spoke of the successful Princess Tea Party event held on April 25, 2015, at the Covina Public Library and complemented staff on the success of the program.

Mayor King stated it was an honor to stand with the Covina Police Department during the California Peace Officers' Memorial. Mayor King thanked Cathy LaCroix, Sandra Lopez and City Attorney Elizabeth Hull for all they have done for the community.

Mayor King announced the following "hold the date" events:

- Special Study Session Meeting on the proposed Fiscal Year 2015-2016 Budget is scheduled for May 21, 2015
- The annual dog and cat vaccination and licensing clinic will be held on Thursday, May 14, 2015, 6:00 p.m. to 7:30 p.m. at Covina Park-Hockey Rink

- City of Covina and Los Angeles County Department of Public Works is hosting a free smart gardening advanced workshop, Saturday, May 16, 2015 from 9:30 a.m. to 11:00 a.m. at Charter Oak Park

CITY MANAGER COMMENTS

City Manager Andrea Miller thanked the Police Department officers who remained to serve the community and were not able to attend the California Peace Officers' Memorial; it was important to provide quality service to the community. City Manager Miller requested to remove Consent Calendar item CC16 for further discussion and consideration.

CONSENT CALENDAR

- CC 1.** City Council approved the minutes from the April 7, 2015 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 2.** City Council approved the payment of demands in the amount of \$1,991,523.84.
- CC 3.** Successor Agency to the Covina Redevelopment Agency approved the payment of demands in the amount of \$58,572.43.
- CC 4.** City Council approved an amendment to the agreement between All City Management Services, Inc., for School Crossing Guard services and authorized the City Manager to execute said amended agreement.
- CC 5.** City Council approved the purchase of Mobile Data Computers (MDC's) for use in Police Patrol vehicles.
- CC 6.** City Council approved a contract with West Coast Arborists, Inc. for tree trimming services of City park and street trees for fiscal year 2015-2016.
- CC 7.** City Council approved a contract with Caliber Commercial Pool Service for maintenance of the Michael D. Antonovich Aquatic Center swimming pools and pool equipment for fiscal year 2015-2016.
- CC 8.** City Council adopted **Resolution No. 15-7346**, amending fiscal year 2014-2015 budget in the Oil Payment Program (OPP) Fund.
- CC 9.** City Council adopted **Resolution No. 15-7347**, amending fiscal year 2014-2015 Library Services operating budget to expend the California Library Literacy Services (CLLS) one-time augmentation funds to support the development of California Library Literacy Services Programs.
- CC 10.** City Council approved closeout of emergency repairs to City Hall first floor restrooms, Project F-1501; and adopted **Resolution No. 15-7348**, amending the fiscal year 2014-2015 Capital Project Fund budget to reflect an allocation in impact fees for the completion of the emergency repairs.

- CC 11.** City Council approved the change orders for Project F-1502, City Hall restroom repairs.
- CC 12.** City Council approved the change orders Project T-0814B, Pedestrian and Metrolink Station improvements.
- CC 13.** City Council approved the change order for Project T-0733, Glendora Avenue and Cienega Street Traffic Signal Installation.
- CC 14.** City Council rejected the bids from Gentry Brothers, Inc., and All American Asphalt as non-responsive; awarding the bid for resurfacing of streets at Hollenbeck Avenue, Cypress Street, et al., Project No. P-1304, Federal Project No. STPL-5118(018) to Hardy and Harper, Inc., as lowest responsive and responsible bidder; and adopted **Resolution No. 15-7349**, appropriating funds from the Federal Surface Transportation Program- Local (STPL), to the current fiscal year budget for expenditure; and authorized the City Manager, or her designee, to approve change orders.
- CC 15.** City Council approved the contracting for purchasing Employee Life Insurance, Optional Life Insurance, and Long Term Disability Insurance with Voya Financial for a period of three years, with a three-year premium rate guarantee.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Marquez, the City Council approved Consent Calendar items CC1 through CC15. Consent Calendar item CC16 was removed for further discussion and consideration.

Motion approved the Consent Calendar items CC1 through CC15 as follows:

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

CONSENT CALENDAR ITEM(S) REMOVED FOR DISCUSSION/CONSIDERATION

CC 16. City Council to approve the Legal Services Agreement with Richards, Watson & Gershon and authorize the Mayor to execute the agreement on behalf of the City.

City Manager Andrea Miller reported she has requested that Richards, Watson and Gershon consider modifying the proposed agreement to remove provisions related to automatic cost of living adjustments and defining retainer work. Richards, Watson and Gershon is agreeable; however, final language was not able to be provided in advance of the item being heard this evening. City Manager Miller recommended the Council approve the retention of Richard, Watson and Gershon as City Attorney effective May 20, 2015, and authorize the City Manager to negotiate and execute a revised agreement for ratification at the May 19, 2015, meeting. In addition, Council is requested to authorize Best Best and Krieger, under its current terms, to assist with the transition period and for future special counsel work related to real estate transactions, economic development, Successor Agency and Housing issues as requested by the city.

On a motion made by Council Member Marquez, seconded by Council Member Allen, the City Council approved Consent Calendar item CC16, based on the recommended action provided by City Manager Miller.

Motion carried for Consent Calendar item CC16 with the recommended changes, as follows:

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

NEW BUSINESS

NB 1. City Council to introduce, hold first reading of an Ordinance amending Chapter 8.50 of the Covina Municipal Code to comply with the 2012 Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit, Order NO. R4-2012-0175.

City Manager Miller and Environmental Services Manager Vivian Castro provided a summary report of the item for consideration.

Following a brief discussion and on a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Allen, the City Council introduced, by first reading, and waived further reading of **Ordinance No. 15-2038**, amending Chapter 8.50 of the Covina Municipal Code to comply with the 2012 Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175; and made a determination of exemption under California Environmental Quality Act (CEQA).

Motion waived first reading and introduced Ordinance No. 15-2038 as listed under New Business item NB1, as follows:

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

NB 2. City Council to approve the suspension of the Cultural Arts Advisory Commission.

City Manager Andrea Miller provided a report of the item before City Council.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Marquez, the City Council approved the suspension of the Covina Cultural Arts Advisory Commission for a period of one year, thereby directing staff to survey past Commissioners and research other City Arts Commissions for possible changes involving the by-laws and role of the Commissioners.

Motion approved New Business item NB2 to suspend the Covina Cultural Arts Advisory Commission for a period of one year, as follows:

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

NB 3. City Council to receive and file update on the water conservation measures.

Acting Public Works Director Alex Gonzalez presented a report and provided supplemental materials regarding the City's water conservation efforts.

Following a brief discussion and on a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Allen, the City Council received and filed the update on the water conservation measures.

Motion received and filed New Business item NB3 as follows:

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

NB 4. City Council to receive and file a report on the Los Angeles County Animal Control Services for the City of Covina.

Police Department Management Analyst Ray Navera and Patricia Claerbout, Manager with the Baldwin Park animal shelter, answered questions regarding barking dogs, removal of animal carcasses, sensitivity when carcasses remain for an extended period and providing customer service.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Allen, the City Council received and filed the report on the Los Angeles County Animal Control Services for the City of Covina.

Motion approved New Business item NB4 as follows:

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

ADJOURNMENT

At 9:01 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned to a special meeting to be held on **Thursday, May 7, 2015**, at 8:00 a.m., in the Council Chamber, 125 East College Street, Covina, California, 91723. The next regular meeting of the Council/Agency/Authority is scheduled for **Tuesday, May 19, 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:

Catherine M. LaCroix, CMC
Chief Deputy City Clerk

Approved this 19th day of May 2015:

John C. King, Mayor/Chairperson

**CITY OF COVINA
CASE MANAGEMENT
SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 19th day of May, in the year two thousand fifteen, by and between the CITY OF COVINA, hereinafter referred to as the "CITY" and YWCA San Gabriel Valley Intervale Senior Services, hereinafter referred to as "INTERVALE."

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. INTERVALE WILL BE RESPONSIBLE FOR THE FOLLOWING:

1. The goal of the Intervale Case Management program is to enable functionally impaired older persons to obtain services which will promote and maintain their optimum level of functioning in the least restrictive setting possible.
2. The Case Management program consists of, but is not limited to, the following services:
 - (a) **COMPREHENSIVE ASSESSMENT:** Collecting necessary psychosocial and health information about a client in order to develop a care plan.
 - (b) **CARE PLANNING:** Writing an individual plan of care and services under a Case Management system based on a comprehensive assessment of the client's condition and/or resources.
 - (c) **SERVICE AUTHORIZATION AND/OR ARRANGEMENT:** Obtaining services according to the individual care plan by coordinating existing community services, authorization for payment for services, or purchase of services.
 - (d) **CASE MONITORING:** Determining the quality and effectiveness of services provided to a client according to an individualized care plan, maintaining periodic client contact to determine if changes have occurred, and taking appropriate action as necessary.
3. Case Management services will be performed by the Intervale Case Manager. This staff person will provide a maximum of twenty (20) hours of Case Management services per week. Case Manger will meet clients by appointment at the Joslyn Center during the twenty (20) hours at the Joslyn Center, 815 North Barranca Avenue in Covina. Total weekly hours may be increased with mutual consent.
4. During the twenty (20) hours of Case Management service under this Agreement, when the Case Manager is not servicing clients at the Joslyn Center, the Case Manager will be performing assessments and re-assessments, service coordination, and case monitoring for Covina seniors in their homes or in the

YWCA offices located in the City of Covina.

5. The overall YWCA Intervale Case Management program will operate out of the Intervale administrative office at 943 North Grand Avenue in Covina, CA 91724 from 8:00 a.m. to 5 p.m. weekdays with a telephone answering device available to take messages twenty-four (24) hours per day.
6. The Case Manager will have a Bachelor's level degree in Social Work (or equivalent in work experience and/or education). The Case Manager will be supervised by the Director of Intervale Senior Services.
7. A comprehensive common assessment tool will be used to assess each client's social resources, activities of daily living, physical health, and economic resources.
8. Clients eligible for Case Management services will include the following:
 - (a) Frail, elderly, at-risk either physically or emotionally.
 - (b) Older persons at risk of inappropriate institutionalization.
 - (c) Older persons with multiple problems.
 - (d) Older persons in crisis.
 - (e) Other older persons determined to be appropriate for Case Management services by the Case Manager and approved by the Director of Intervale.
9. Each client will be assessed individually to determine:
 - (a) Whether the client is in need of Case Management or would be better assisted by a different service.
 - (b) Major problem areas and services required by the client.
10. The assessment will be based on the results of the common assessment tool mentioned above and the Case Manager's own judgement as documented in the case file narratives.
11. The Case Manager will develop a problem solving procedure as follows:
 - (a) Formulate a care plan with the client's input and approval.
 - (b) Discuss the care plan with the CMSW (Case Management Social Worker) consultant and/or Director of Intervale, involved staff, and significant others.
 - (c) Arrange for necessary services with appropriate agencies, informed support networks, family members and significant others.

12. Case monitoring will consist of either a home visit or a telephone call as appropriate. In all contact with each client, case documentation will include, at a minimum, the following:
 - (a) Date of contact.
 - (b) Type of contact (telephone or home visit).
 - (c) What transpired during contact.
 - (d) Name of staff person (signature or initial) making contact.
 - (e) City of Covina Intake/Screen form.
13. In all cases, **AND WITHOUT EXCEPTION**, all case records, logs, files, and notes will remain private and confidential, and the property of the San Gabriel Valley YWCA, and will not be released to any agency, organization, city, or individual without the written consent of the client and approval of the Director of Intervale, consistent with the laws and statutes of the State of California then in force.
14. The Case Manager will review each case as follows:
 - (a) Review progress of the care plan regularly (monthly at minimum) with the client.
 - (b) Follow-up with each service provider as needed.
 - (c) As changes in client's situation and/or problem arise, re-assess, revise and/or develop a plan of action with input from all parties involved to implement a new plan and conduct follow-up as needed.
 - (d) A full reassessment will be conducted every three (3) months.
15. The Case Manager will close a case when any of the following apply:
 - (a) Problems are resolved and the client is again able to function independently.
 - (b) The client passes away.
 - (c) The client is institutionalized.
 - (d) The client requests or chooses to discontinue services.
 - (e) Need to develop closing summary/administrative closure of cases, and/or upon recommendation of Director of Intervale.
 - (f) The client has not required any additional services following ninety (90) days without case activity.

16. The Case Manager will receive consultation services from and be supervised by the Director of Intervale who possesses the appropriate level of professional education and experience in gerontology and case management.
17. The Case Manager will maintain time logs to the nearest one-quarter (1/4) hour of all direct individual client Case Management services provided to Covina clients under the following four (4) categories whether in the client's home or at the Joslyn Center.
 - (a) Comprehensive assessment
 - (b) Care planning
 - (c) Service authorization and/or arrangement
 - (d) Case monitoring
18. The Case Management time logs will be copied and provided to the CITY on a monthly basis.
19. Promotion of this program will be coordinated between the Director of Intervale and the CITY's Recreation Services Supervisor.
20. Notices pursuant to the Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY: City of Covina
 Parks & Recreation Department
 125 East College Street
 Covina, California 91723

TO INTERVALE: YWCA Intervale Senior Services
 Attn: Don Herring, Senior Services Director
 943 North Grand Avenue
 Covina, California 91724
21. Notices shall be deemed to be given as the date of personal service, or two (2) days following deposit of same in the course of transmission of the United States Postal Service.
22. Contractor Liability and Insurance, Public Liability and Property Damage Insurance: INTERVALE shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by INTERVALE's negligent performance of contract, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by INTERVALE and whether such damages shall accrue or be discovered before or after termination of contract.

23. INTERVALE shall take out and maintain during the life of the contract a Comprehensive Liability policy, including Contractual Liability, as shall protect him and the CITY from claims for such damages. Said policy shall name the CITY, its agents, officers and employees as additional insureds under the policy, in the following amounts.
 - (a) Public Liability Insurance in an amount not less than two million dollars (\$2,000,000) one person; property damage insurance in an amount not less than two thousand fifty dollars (\$250,000) and subject to the above limits, as combined in a single limit of insurance in an amount not less than two million dollars (\$2,000,000.)
24. In addition, such policy shall contain a Severability of Interest clause and provide that the coverage shall be primary for losses arising out of the CONTRACTOR's performance of the contract. Neither the Agency nor any of its insureds shall be required to contribute to any such loss.
25. INTERVALE shall furnish a certificate of insurance with attached endorsement countersigned by an authorized agent of the Insurance Carriers on a form of the Insurance Carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall verify that the CITY, its agents, officers and employees are named as additional insureds under the policy. The certificate of Insurance Carrier shall contain a statement of obligation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material changes, cancellation or termination. INTERVALE agrees to a Waiver of Subrogation.
26. The required certificate shall be furnished by INTERVALE prior to the execution of the Agreement by the CITY.
27. Workers' Compensation Insurance: INTERVALE shall furnish the City with a Certificate of Insurance naming the City of Covina additionally insured.
28. Indemnity: INTERVALE hereby agrees to and does indemnify, defend and hold harmless the CITY, and any and all of their respective officers, employees, and representatives from any and all claims, liabilities and expenses, including attorney fees and costs that arise out of CONTRACTOR's negligent performance of this Agreement.
29. Labor: INTERVALE shall comply with the provision of the Ordinances of the City of Covina and the laws of the State of California in regard to the employment of labor, and shall comply with all of the provisions of the Labor Code of the State of California.
30. Equal Employment Opportunity Clause: INTERVALE shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Agreement and shall comply with the provisions of the

State Fair Employment Practices Act as set forth in Part 4.5 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352 and all amendments thereto; Executive Order 11246; and all administrative rules and regulations insured pursuant to such acts and order.

ARTICLE II. THE CITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

31. Promotion will consist of:
 - (a) City View coverage
 - (b) Press releases
 - (c) Bimonthly newsletter
32. Phone usage - The CITY will make available a phone for the Case Manager when calls to clients, other agencies, or INTERVALE administrative office are necessary. Personal calls cannot be made on city phones. If personal calls are noted on the monthly phone bill during the allotted time, INTERVALE will be charged directly.
33. The financial contribution to INTERVALE will be ten thousand dollars (\$10,000) for the salary of the Case Manager. When appropriate, the City will also pay INTERVALE any grant funds received specifically for Case Management services.
34. Private meeting space will be provided at the Joslyn Center for the Case Manager, Monday through Friday, for scheduled appointments with clients.

ARTICLE III. INTERVALE will provide Case Management services Monday through Friday, fifty-two (52) weeks per year at the Joslyn Center, located at 815 North Barranca Avenue.

ARTICLE IV. This Agreement shall be in effect for a period of three (3) years commencing July 1, 2015 to, and including, June 30, 2018. Upon a breach in the Agreement the parties hereto will meet to formally discuss problems. If problem areas are not resolved, then either party may terminate this Agreement by providing a written ninety- (90) day notice to the other party.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto in the day and year first herein above written.

CITY OF COVINA

DATE: _____

BY: _____
Mayor

DATE: _____

**YWCA SAN GABRIEL VALLEY
INTERVALE SENIOR SERVICES
AGENCY**

BY: _____

TITLE: _____

ADDRESS: _____

ATTEST:

Cathy LaCroix, Chief Deputy City Clerk
City of Covina

Approved as to form this 19th day of May 2015.

City Attorney

CERTIFICATION

I, Catherine M. LaCroix, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that the Maintenance Contract was approved by the Covina City Council at a regular meeting of the City Council held this 19th day of May, 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF COVINA
NUTRITION PROJECT SERVICES
AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, in the year two thousand fifteen, by and between the CITY OF COVINA, hereinafter referred to as the "CITY," and YWCA San Gabriel Valley Intervale Senior Services, hereinafter referred to as "INTERVALE."

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. INTERVALE WILL BE RESPONSIBLE FOR THE FOLLOWING:

1. Providing a site manager who will be responsible for the overall management of the food service system including setting the tables, cleaning the trays (Joslyn Senior Center trays), and other daily cleanup. Site Manager will also be responsible for supervision of volunteers working in the following areas:
 - Kitchen.
 - Reservations.
 - Daily cash counting.
 - Table monitors.
 - a. In case site manager is ill, INTERVALE will provide the appropriate staff support to see that the site manager's responsibilities listed above are continued.
 - b. Both parties (CITY and INTERVALE) agree to review the number of assigned hours of the site manager if the above responsibilities are determined to be too much for both site manager and the volunteers.
2. Establishing a reservation system with space provided by the CITY.
3. The Covina Nutrition Advisory Committee will continue to have significant input regarding the overall food service system including daily menus, special menus, evaluation of the caterer's performance, and the selection of the caterer. Two (2) members of this committee will be asked to sit on INTERVALE's advisory council to represent the Joslyn Senior Center.
 - a. Rules of Procedure (adopted 3/19/92)
 - 1) NAME
The official name of this organization shall be Covina Nutrition Advisory Committee.

2) PURPOSE

The purpose of this council is to act as the principle advocate body on behalf of older persons participating in the Covina Nutrition Program and to serve as advisor to INTERVALE on said nutrition program.

3) MEETINGS

The Nutrition Advisory Committee shall meet monthly on the fourth Wednesday of the month at 9:30 a.m. Notification of all meetings shall be posted seventy-two (72) hours in advance on the Joslyn Senior Center bulletin board. All meetings are open to the public, who may speak upon recognition by the chairperson.

4) MEMBERSHIP

Members of the Nutrition Advisory Committee must be at least sixty (60) years old and be a participant in the project at least fifty percent (50%) of the time during the previous six- (6) month period before elections.

Each member must contribute their fair share of time and effort to the various tasks involved in the operation of this council. It is the responsibility of each member to accept assignments which are within their capabilities without compensation of any kind.

The committee shall be composed of a maximum of fifteen (15) persons with an additional two (2) alternate members-at-large.

5) TERM OF OFFICE

All members shall be elected annually. Each member shall serve a term of one (1) year and may be re-elected as set forth in Section 7 below.

6) ELECTION OF MEMBERS

In the first week of June, on Monday, Tuesday, and Wednesday, staff will make announcements of the Nutrition Advisory Committee elections and applications for candidacy will be made available to any nutrition program participant who meets the qualifications. In the second week of June, on Monday, Tuesday, and Wednesday, all candidates will be introduced to the project participants during lunch.

Voting for the council members will take place on Thursday of the second week of June. Only registered nutrition participants may vote. Voting will take place between 9:00 a.m. and 1:00 p.m. Ballots will be counted as soon as possible after elections the same day.

7) ELECTION OF OFFICERS

All officers shall be elected annually by council members at the first meeting of the newly elected council. Officers shall be chairperson and vice-chairperson. All officers may be re-elected for more than one (1) term, but not to exceed two (2) terms in succession. The CITY will provide a person to take notes.

8) DUTIES OF OFFICERS

The chairperson shall:

- a) Chair all meetings of the council.
- b) Appoint committees in July of each year to carry out the objectives of this council, and shall define the powers and duties of all committees.
- c) Not serve as any committee chairperson, but may serve as a committee member on any committee.

The vice-chairperson shall assist the chairperson in every way possible and take over in the absence of the chairperson.

9) VOTING

Each member of the council shall have one vote with the exception of the chairperson who shall only vote to break a tie. The alternate members-at-large shall vote in the absence of members. A simple majority of the council shall constitute a quorum for the transaction of business.

10) VACANCIES

A position will automatically be declared vacant if a council member misses three meetings without excuse within a twelve- (12) month period, July 1 through June 30.

11) AMENDMENTS OR REVISIONS

These rules of procedure may be amended or revised by a vote taken one month following proposal of the amendment. A two-thirds majority of the membership shall be required to amend or to revise the rules of procedure.

4. Responsible to provide nutrition paper goods and laundry if needed.
5. Responsible financially for any shortfall that might occur.
6. Responsible for all grant negotiations, paperwork, monthly reports, etc.

7. Lunch serving time will be at 12:00 p.m.
 - a. All participants must complete a City Intake/Screen form.
 - b. Persons under sixty (60) years of age accompanied by their spouse can participate in program at the donation rate of \$2.00.
 - c. Visitors other than a spouse or other eligible persons under sixty (60) years of age will pay a fee of \$3.75 per meal.
 - i. Eligible persons under sixty (60) years of age are defined as follows: "Group dining nutrition services are available to disabled persons under age sixty (60) who live with a participant over the age of sixty (60) and where accompanied by older persons to the meal site."
 - ii. INTERVALE Senior Services reserves the right to change the fee schedule as calculated by formulas contained in the Los Angeles County AAA Contracts Management manual.
 - d. All participants are to continue to be served their meal at the table.
8. Nutrition reservations will be handled by INTERVALE.
9. If reservations are taken for a certain amount and less participants show up, walk-ins will be allowed to be served.
10. Promotion will be coordinated with the two parties. Site manager will provide appropriate monthly meal calendar by the second Friday of the month to the Recreation Services Supervisor.
11. Notices: Notices pursuant to the Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY: City of Covina
 Parks & Recreation Department
 125 East College Street
 Covina, California 91723

TO INTERVALE: YWCA INTERVALE Senior Services
 Attn: Don Herring
 943 North Grand Avenue
 Covina, California 91724

Notices shall be deemed to be given as the date of personal service, or two (2) days following deposit of same in the course of transmission of the United States Postal Service.

12. Contractor Liability and Insurance, Public Liability and Property Damage Insurance: INTERVALE shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by INTERVALE's negligent performance of a contract, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by INTERVALE and whether such damages shall accrue or be discovered before or after termination of contract. INTERVALE shall take out and maintain during the life of the contract a Comprehensive Liability policy, including Contractual Liability, as shall protect him and the CITY from claims for such damages.
- a. Said policy shall name the CITY, its agents, officers and employees as additional insureds under the policy, in the following amounts.
 - b. Public Liability Insurance in an amount not less than two million dollars (\$2,000,000) one person; property damage insurance in an amount not less than two hundred fifty thousand dollars (\$250,000) per occurrence and subject to the above limits, as combined in a single limit of insurance in an amount not less than two million dollars (\$2,000,000.)

In addition, such policy shall contain a Severability of Interest clause and provide that the coverage shall be primary for losses arising out of the CONTRACTOR's performance of the contract. Neither the Agency nor any of its insureds shall be required to contribute to any such loss.

13. INTERVALE shall furnish a certificate of insurance with attached endorsement countersigned by an authorized agent of the Insurance Carriers on a form of the Insurance Carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall verify that the CITY, its agents, officers and employees are named as additional insureds under the policy. The certificate of Insurance Carrier shall contain a statement of obligation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material changes, cancellation or termination. INTERVALE agrees to a Waiver of Subrogation.

The required certificate shall be furnished by INTERVALE prior to the execution of the Agreement by the CITY.

13. Workers' Compensation Insurance: INTERVALE shall furnish the City with a Certificate of Insurance naming the City of Covina additionally insured.
14. Indemnity: INTERVALE hereby agrees to and does indemnify, defend and hold harmless the CITY, and any and all of their respective officers, employees, and representatives from any and all claims, liabilities and expenses, including attorney fees and costs that arise out of

CONTRACTOR's negligent performance of this Agreement.

15. Labor: INTERVALE shall comply with the provision of the Ordinances of the City of Covina and the laws of the State of California in regard to the employment of labor, and shall comply with all of the provisions of the Labor Code of the State of California.
16. Equal Employment Opportunity Clause: INTERVALE shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352 and all amendments thereto; Executive Order 11246; and all administrative rules and regulations insured pursuant to such acts and order.
17. Phone Usage: The CITY will make available a phone and phone line for nutrition reservations and necessary communications between the Joslyn Center, the INTERVALE Senior Services office and/or the Caterer. Personal calls must be made on the pay phone outside the front office in the hallway. If any personal calls are noted on the monthly phone bill during the allotted time, INTERVALE will be charged directly.
18. INTERVALE Senior Services will maintain a suggested client donation of \$2.00 per meal until such time that the INTERVALE Senior Services Advisory Council votes to change the suggested donation rate.

ARTICLE II. THE CITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

1. Nutrition Advisory Committee - notes to be taken by the senior center staff. Agendas will be prepared and meetings run by the CITY Senior Services Division.
2. Building maintenance
3. Paper goods for:
 - a. Restrooms (and hand soap)
 - b. Paper towels
4. Coffee supplies:
 - a. Coffee
 - b. Cream
 - c. Sugar
 - d. Stir sticks
 - e. Tea bags
 - f. Coffee cups
5. Monthly pest control service
6. Telephones

7. Equipment
 - a. Refrigerator
 - b. Stove
 - c. Steam table

8. Promotion will consist of:
 - a. City View coverage
 - b. Bi-monthly newsletters to include the menus for the month. This effort would be coordinated with the INTERVALE site manager.
 - c. Press releases.

9. The financial contribution to INTERVALE will be ten thousand dollars (\$10,000) as a local cash match.

10. The CITY will provide completed in-kind services agreement listing out the above provisions.

ARTICLE III. INTERVALE will be providing a daily nutrition program Monday through Friday, fifty-two (52) weeks per year at the Covina Joslyn Center located at 815 North Barranca Avenue.

ARTICLE IV. This Agreement shall be in effect for a period of three (3) years commencing July 1, 2015 to, and including, June 30, 2018. The cash match portion of the agreement would need to be renegotiated in March of each year for the following fiscal year. The mutually agreed upon cash match increase would be based upon consumer price index provided by the Federal Department of Labor. Upon a breach in the Agreement the parties hereto will meet to formally discuss problems. If problem areas are not resolved, either party may terminate this Agreement by providing a written ninety- (90) day notice to the other party. The CITY reserves the right to approach Los Angeles County for funding. Both parties retain the right to unilaterally, without cause, terminate this Agreement by delivering a ninety- (90) day notice of termination to the other party.

IN WITNESS WHEREOF, THIS Agreement has been duly authorized and executed by the parties hereto in the day and year first herein above written.

CITY OF COVINA

DATE: _____

BY: _____
Mayor

YWCA SAN GABRIEL VALLEY INTERVALE
SENIOR SERVICES

DATE: _____

BY: _____

TITLE: _____

ADDRESS: _____

ATTEST:

Cathy LaCroix, Chief Deputy City Clerk
City of Covina

Approved as to form this 19th day of May 2015.

City Attorney

CERTIFICATION

I, Catherine M. LaCroix, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that the Maintenance Contract was approved by the Covina City Council at a regular meeting of the City Council held this 19th day of May, 2015, and was approved and passed by the following vote:

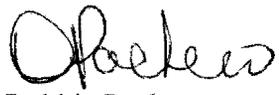
AYES:

NOES:

ABSTAIN:

ABSENT:

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Debbie Pacheco". The signature is fluid and cursive, with the first letter of each word being significantly larger and more prominent than the others.

Debbie Pacheco
Acting Finance Director

CITY OF COVINA
Check Register
APRIL 17-30, 2015

Check #	Check Date	Vendor	Name	Amount
4961	04/22/15	4160	ICMA	165.00
4962	04/22/15	1405	ICMA RETIREMENT	21,550.72
4963	04/22/15	1403	ICMA-RC	1,489.00
4964	04/22/15	4003	MidAmerica	2,331.02
4965	04/22/15	2033	NATIONWIDE RETI	7,165.38
4966	04/28/15	2944	UNITED STATES TREAS	1,373.66
			<i>subtotal EFT/wires</i>	\$34,074.78
73790	04/21/15	32	ACE-1 AUTO SERV	674.10
73791	04/21/15	51	ADVANCED BATTER	486.69
73792	04/21/15	4099	AHA CONSULTING	4,500.00
73793	04/21/15	4196	AIR SCIENCE USA	1,098.00
73794	04/21/15	84	AIRGAS-WEST	530.43
73795	04/21/15	3596	AIS SPECIALTY	1,823.41
73796	04/21/15	121	ALLDATA LLC	3,270.00
73797	04/21/15	158	AMERICAN TRAFFI	32,370.00
73798	04/21/15	183	AQUA-METRIC SAL	1,604.42
73799	04/21/15	219	AT&T	730.67
73800	04/21/15	219	AT&T	33.22
73801	04/21/15	226	ATLAS SPRING CO	533.75
73802	04/21/15	255	AZUSA PLUMBING	79.89
73803	04/21/15	269	BAKER AND TAYLO	766.27
73804	04/21/15	3293	BAVCO	357.20
73805	04/21/15	328	BENLO CO	123.88
73806	04/21/15	341	BEST BEST & KRI	40,927.79
73807	04/21/15	411	BRODART CO	193.08
73808	04/21/15	436	BURHENN & GEST	6,014.21
73809	04/21/15	501	CALPORTLAND CO	351.76
73810	04/21/15	536	CARQUEST AUTO P	106.02
73811	04/21/15	600	CERTIFIED UNDER	388.27
73812	04/21/15	615	CHARLES E THOMA	433.37
73813	04/21/15	618	CHARTER OAK HAR	93.09
73814	04/21/15	3736	CHRISTIAN BROTH	879.97
73815	04/21/15	649	CINTAS CORP #69	673.34
73816	04/21/15	654	CITRUS CAR WASH	51.96
73817	04/21/15	682	CLINICAL LAB OF	510.00
73818	04/21/15	692	CODE PUBLISHING	401.10
73819	04/21/15	700	COLLEY FORD	113.41
73820	04/21/15	700	COLLEY FORD	90.82
73821	04/21/15	703	COMBINED GRAPHI	134.07
73822	04/21/15	710	COMMUNICATIONS	573.92
73823	04/21/15	730	CONTEMPORARY IN	24.00
73824	04/21/15	734	CONTROL AUTOMAT	19,302.52
73825	04/21/15	745	CORONA, MARIO	353.64

CITY OF COVINA
 Check Register
 APRIL 17-30, 2015

73826	04/21/15	771	COVINA IRRIGATI	158,177.50
73827	04/21/15	783	COVINA WATER	1,936.06
73828	04/21/15	849	DAPEER ROSENBLI	4,076.48
73829	04/21/15	857	DAVID TURCH AND	2,500.00
73830	04/21/15	862	DE ALWIS, DILU	130.00
73831	04/21/15	894	DF POLYGRAPH	150.00
73832	04/21/15	896	DH MAINTENANCE	7,914.29
73833	04/21/15	912	DISCOUNT SCHOOL	72.29
73834	04/21/15	932	DOUBLETREE HOTE	794.76
73835	04/21/15	962	EAST DISTRICT S	9,042.50
73836	04/21/15	962	EAST DISTRICT S	285.00
73837	04/21/15	970	EDISON CO	45,874.62
73838	04/21/15	971	EDS AUTO PARTS	151.17
73839	04/21/15	3747	FIRST CHOICE LA	1,495.00
73840	04/21/15	3800	GARVEY EQUIPMEN	64.68
73841	04/21/15	3300	General Petrole	1,615.15
73842	04/21/15	1197	GLOBAL WATER MA	55,036.78
73843	04/21/15	1203	GOLDEN STATE OV	3.00
73844	04/21/15	1235	GRAINGER	353.82
73845	04/21/15	1275	HAAKER EQUIPMEN	816.73
73846	04/21/15	1277	HAEBE, CYNTHIA	2,846.25
73847	04/21/15	1282	HALL-McGRADE, A	48.98
73848	04/21/15	3934	HF & H CONSULTA	3,899.43
73849	04/21/15	1361	HOLLIDAY ROCK C	1,819.96
73850	04/21/15	1371	HOSE MAN INC, T	1,942.20
73851	04/21/15	1387	HUNTER, JOHN L.	906.25
73852	04/21/15	3988	HYDRO CONNECTIO	153.06
73853	04/21/15	1409	IDVILLE	323.81
73854	04/21/15	1428	INGRAM DIST GRO	88.40
73855	04/21/15	1429	INLAND EMPIRE S	1,123.00
73856	04/21/15	1437	INTER-CON SECUR	5,319.60
73857	04/21/15	1441	INTERSTATE BATT	172.11
73858	04/21/15	1463	J.G. TUCKER AND	548.88
73859	04/21/15	3749	JCL BARRICADE C	275.97
73860	04/21/15	1484	JEFFERSON SIGN	13.08
73861	04/21/15	3659	JMDIAZ	23,423.00
73862	04/21/15	1578	KLYMKIW, MARIE	27.41
73863	04/21/15	1586	KOGA INSTITUTE	475.00
73864	04/21/15	3721	KRIZIA N VIRBIA	130.00
73865	04/21/15	1619	LA CNTY SHERIFF	780.20
73866	04/21/15	1646	LANGUAGE LINE S	17.86
73867	04/21/15	1650	LARA, LAURA	130.00
73868	04/21/15	1673	LAWSON PRODUCTS	110.09
73869	04/21/15	1707	LIEBERT CASSIDY	70.00

CITY OF COVINA
Check Register
APRIL 17-30, 2015

73870	04/21/15	1724	LITTLEJOHN-RUEL	2,829.72
73871	04/21/15	1745	LOS ANGELES FRE	197.40
73872	04/21/15	1754	LOWE'S COMPANIE	92.65
73873	04/21/15	1778	MADRID, VICKI	20.00
73874	04/21/15	1814	MARTIN & CHAPMA	708.18
73875	04/21/15	1844	MCCALLS METER S	319.00
73876	04/21/15	1858	MCMASTER CARR S	286.98
73877	04/21/15	1895	MERRIMAC ENERGY	22,215.80
73878	04/21/15	1908	MICHAEL J O'DAY	180.00
73879	04/21/15	1924	MILLERS & ISHAM	690.70
73880	04/21/15	1933	MISSION LINEN S	64.72
73881	04/21/15	4078	NEFF RENTAL LLC	112.24
73882	04/21/15	3563	NEWEGG INC	18.51
73883	04/21/15	3563	NEWEGG INC	485.73
73884	04/21/15	2082	NORTHERN TOOL &	67.31
73885	04/21/15	2091	O REILLY AUTO P	878.98
73886	04/21/15	2104	OFFICE DEPOT	120.24
73887	04/21/15	2104	OFFICE DEPOT	46.31
73888	04/21/15	2104	OFFICE DEPOT	57.02
73889	04/21/15	4201	OFFICE TEAM	1,080.35
73890	04/21/15	99999	A.R.C. INVESTMENT GROUP,	25.84
73891	04/21/15	99999	Amal Yacoub	51.00
73892	04/21/15	99999	BERTHA VILLANEDA	25.60
73893	04/21/15	99999	Blanca Castillo	60.00
73894	04/21/15	99999	CENOVIA CASAS	462.41
73895	04/21/15	99999	CHRIS CHAMPION	98.53
73896	04/21/15	99999	DAVID FRANCO	38.49
73897	04/21/15	99999	Delilah Huerta	90.00
73898	04/21/15	99999	DENNIS MATSUO	58.04
73899	04/21/15	99999	Elizabeth Rodriguez	40.00
73900	04/21/15	99999	Eniko Box	60.00
73901	04/21/15	99999	ERICA HOLLOWAY	6.79
73902	04/21/15	99999	GW SAN DIEGO PROPERTIES	26.88
73903	04/21/15	99999	Ines Cerda	56.00
73904	04/21/15	99999	Joanna Lopez	90.00
73905	04/21/15	99999	JOSEPH VELOSA	50.92
73906	04/21/15	99999	Judy Mathis	25.00
73907	04/21/15	99999	Kenneth Litwak	70.00
73908	04/21/15	99999	LANCE ROTHENHAUSLER	92.60
73909	04/21/15	99999	LAURIE WELTON	74.94
73910	04/21/15	99999	Liliana Tapia	56.00
73911	04/21/15	99999	LYONS AND ASSOCIATES	56.80
73912	04/21/15	99999	Mariam Shorky	90.00
73913	04/21/15	99999	Melissa De La Torre	60.00

CITY OF COVINA
Check Register
APRIL 17-30, 2015

73914	04/21/15	99999	MIMI LUC	40.11
73915	04/21/15	99999	NEW HIGH LLC	63.57
73916	04/21/15	99999	NICKOLAS REALTY	46.48
73917	04/21/15	99999	QI JING	45.14
73918	04/21/15	99999	Robert McCasland	25.00
73919	04/21/15	99999	Rosemary Arredondo	55.00
73920	04/21/15	99999	RYAN RASMUSSEN	243.97
73921	04/21/15	99999	Saul Martinez	90.00
73922	04/21/15	99999	Veronica P. Cortez	25.00
73923	04/21/15	99999	VICOR NEGRETE	16.15
73924	04/21/15	99999	VIDAL MARQUEZ	20.00
73925	04/21/15	99999	XOCHITL PEREZ	51.08
73926	04/21/15	99999	Zachery Roman	90.00
73927	04/21/15	2210	PATTON SALES CO	21.58
73928	04/21/15	2329	PUENTE READY MI	498.13
73929	04/21/15	2335	PYRO-COMM SYSTE	135.00
73930	04/21/15	4242	QUALITY GLASS T	700.00
73931	04/21/15	2345	QUILL	515.47
73932	04/21/15	4101	RANCHO JANITORI	637.55
73933	04/21/15	2389	RC KEMP CONSULT	1,250.00
73934	04/21/15	2407	REGIONAL TAP SE	469.48
73935	04/21/15	2557	SANTA ANITA FAM	50.00
73936	04/21/15	2689	SNAP ON TOOLS	1,550.74
73937	04/21/15	4193	SOUTHWEST PRODU	361.84
73938	04/21/15	2737	STAPLES INC	1,417.73
73939	04/21/15	3811	VOID	0.00
73940	04/21/15	3203	STEMAR EQUIPMEN	3,702.52
73941	04/21/15	3950	STERICYCLE, INC	277.91
73942	04/21/15	3729	SUNBELT RENTALS	470.88
73943	04/21/15	4232	TALLEGA SOFTWAR	6,196.65
73944	04/21/15	3797	TDS/GCR	484.47
73945	04/21/15	2830	TEXAS REFINERY	425.10
73946	04/21/15	2852	THREE VALLEY MU	69,533.86
73947	04/21/15	2853	THYSSENKRUPP EL	3,026.00
73948	04/21/15	2859	TISUTHIWONGSE,	807.99
73949	04/21/15	3185	TOSHIBA FINANCI	1,872.31
73950	04/21/15	2913	TT TECHNOLOGIES	2,467.59
73951	04/21/15	2914	TUCKER TIRE	8.72
73952	04/21/15	2926	TYLER TECHNOLOG	51,308.26
73953	04/21/15	2935	UNDERGROUND SER	102.00
73954	04/21/15	2942	UNITED SITE SER	135.30
73955	04/21/15	2954	URBAN GRAFFITI	6,000.00
73956	04/21/15	2958	US POSTMASTER	3,825.00
73957	04/21/15	2999	VERIZON CALIFOR	765.91

CITY OF COVINA
Check Register
APRIL 17-30, 2015

73958	04/21/15	3001	VERIZON WIRELES	4,268.58
73959	04/21/15	3001	VERIZON WIRELES	2,184.92
73960	04/21/15	3004	VICTORY EXTERMI	50.00
73961	04/21/15	3023	VULCAN MATERIAL	1,832.37
73962	04/21/15	3043	WARREN DISTRIBU	464.03
73963	04/21/15	3064	WELLDYNERX	16.91
73964	04/21/15	3070	WEST COAST ARBO	327.60
73965	04/21/15	3078	WEST PAYMENT CE	277.83
73966	04/21/15	3080	WESTERN EMULSIO	282.21
73967	04/21/15	3082	WESTERN WATER W	129.21
73968	04/21/15	3134	XEROX CORPORATI	51.15
73969	04/21/15	3135	XO COMMUNICATIO	4,486.96
73970	04/21/15	3137	Y TIRE SALES	1,124.72
73971	04/21/15	3159	ZUMWALT, JOHN	127.50
73972	04/21/15	3811	State Architect	414.40
73973	04/22/15	68	AFLAC	4,231.39
73974	04/22/15	69	AFSCME	1,120.00
73975	04/22/15	487	CaIPERS	62,349.86
73976	04/22/15	3846	CLEA	490.00
73977	04/22/15	3846	CLEA	110.25
73978	04/22/15	775	COVINA POLICE A	2,850.00
73979	04/22/15	789	COVINA-FSA, CIT	1,417.53
73980	04/22/15	878	DELTA DENTAL OF	8,907.46
73981	04/22/15	1106	FRANCHISE TAX B	250.00
73982	04/22/15	1247	GREAT WEST LIFE	4,501.41
73983	04/22/15	3795	LEGAL SHIELD	300.36
73984	04/22/15	2234	PERS	161,453.89
73985	04/22/15	2235	PERS LONG TERM	238.88
73986	04/22/15	4230	SOCIAL SECURITY	166.69
73987	04/22/15	3893	STATE DISBURSEM	247.00
73988	04/22/15	3954	SUN LIFE FINANC	5,318.83
73989	04/22/15	2946	UNITED WAY OF G	17.50
73990	04/22/15	3014	VISION SERVICE	889.76
73991	04/22/15	3764	WAGeworks	38.00
73992	04/22/15	3045	WASHINGTON NATI	147.01
73993	04/22/15	4223	ZUMWALT, KRISTI	750.00
73994	04/28/15	4195	789	7,250.50
73995	04/28/15	23	ABORTA BUG INC	70.00
73996	04/28/15	26	ABSOLUTE SECURI	6,354.72
73997	04/28/15	32	ACE-1 AUTO SERV	578.62
73998	04/28/15	4110	AEI-CASC ENGINE	5,461.74
73999	04/28/15	113	ALL CITY MANAGE	2,819.70
74000	04/28/15	3789	AMAZON LLC	222.81
74001	04/28/15	219	AT&T	49.43

CITY OF COVINA
Check Register
APRIL 17-30, 2015

74002	04/28/15	219	AT&T	1,626.63
74003	04/28/15	260	B & K ELECTRIC	212.01
74004	04/28/15	269	BAKER AND TAYLO	1,850.74
74005	04/28/15	318	BELL BUILDING M	5,599.00
74006	04/28/15	376	BOND LOGISTIX	3,420.77
74007	04/28/15	477	CALIF, STATE OF	800.25
74008	04/28/15	487	CaIPERS	5,050.00
74009	04/28/15	4123	CARDENAS, RUDY	150.00
74010	04/28/15	649	CINTAS CORP #69	334.70
74011	04/28/15	720	COMPUTER SERVIC	15,238.91
74012	04/28/15	734	CONTROL AUTOMAT	44,330.00
74013	04/28/15	3555	CORONA CLAY COM	602.00
74014	04/28/15	749	COUNSELING TEAM	1,540.00
74015	04/28/15	766	COVINA DISPOSAL	12,819.03
74016	04/28/15	3174	CSULB FOUNDATIO	296.00
74017	04/28/15	4245	DEBIN-AIRE INC	1,132.70
74018	04/28/15	875	DELL MARKETING	1,533.25
74019	04/28/15	878	DELTA DENTAL OF	122.02
74020	04/28/15	3164	DIVERSIFIED TRA	33,600.78
74021	04/28/15	970	EDISON CO	1,549.01
74022	04/28/15	4250	EMBASSY SUITES	325.10
74023	04/28/15	1055	FEDEX	21.58
74024	04/28/15	1097	FOSTER CITY, CI	2,000.00
74025	04/28/15	4043	FULL SPECTRUM E	300.00
74026	04/28/15	1156	GAS COMPANY, TH	2,032.54
74027	04/28/15	1204	GOLDEN STATE WA	57.20
74028	04/28/15	1235	GRAINGER	205.68
74029	04/28/15	1275	HAAKER EQUIPMEN	477.89
74030	04/28/15	1371	HOSE MAN INC, T	680.42
74031	04/28/15	1401	ICC	343.80
74032	04/28/15	1428	INGRAM DIST GRO	29.56
74033	04/28/15	1429	INLAND EMPIRE S	913.00
74034	04/28/15	1463	J.G. TUCKER AND	25.18
74035	04/28/15	1512	JOHNSON-FRANK	549.75
74036	04/28/15	3731	JUNIOR LIBRARY	65.52
74037	04/28/15	1547	KELLY PAPER CO	1,641.27
74038	04/28/15	3987	KYOCERA DOCUMEN	1,145.85
74039	04/28/15	1604	LA CNTY AGRIC C	351.82
74040	04/28/15	1609	LA CNTY COUNTY	5,275.06
74041	04/28/15	1617	LA CNTY REGISTR	16.00
74042	04/28/15	1617	LA CNTY REGISTR	16.00
74043	04/28/15	1617	LA CNTY REGISTR	16.00
74044	04/28/15	1642	LANCE SOLL & LU	180.00
74045	04/28/15	4028	LAVELLE, PRISCI	100.00

CITY OF COVINA
Check Register
APRIL 17-30, 2015

74046	04/28/15	1708	LIFE ASSIST INC	1,030.05
74047	04/28/15	1716	LINCOLN EQUIPME	62.17
74048	04/28/15	1858	MCMASTER CARR S	257.58
74049	04/28/15	1933	MISSION LINEN S	106.76
74050	04/28/15	3563	NEWEGG INC	1,430.51
74051	04/28/15	2104	OFFICE DEPOT	10.88
74052	04/28/15	4201	OFFICE TEAM	804.80
74053	04/28/15	99999	CASSANDRA D MEDINA	491.11
74054	04/28/15	99999	NIZA CRUZ	88.45
74055	04/28/15	2238	PEST OPTIONS IN	265.00
74056	04/28/15	2243	PETERSON, GREGG	76.50
74057	04/28/15	2303	PRIORITY MAILIN	262.33
74058	04/28/15	4101	RANCHO JANITORI	497.52
74059	04/28/15	2415	REPUBLIC MASTER	640.56
74060	04/28/15	2619	SGV EXAMINER	888.72
74061	04/28/15	2705	SOUTH COAST AQM	120.84
74062	04/28/15	2714	SOUTHERN CA GAS	575.00
74063	04/28/15	2715	SOUTHERN CA TRA	52.74
74064	04/28/15	2719	SPARKLETTS	29.85
74065	04/28/15	2853	THYSSENKRUPP EL	1,065.83
74066	04/28/15	2903	TRI-XECUTEX COR	80.00
74067	04/28/15	2966	V & V MANUFACTU	28.29
74068	04/28/15	2999	VERIZON CALIFOR	915.39
74069	04/28/15	3004	VICTORY EXTERMI	25.00
74070	04/28/15	3014	VISION SERVICE	21.26
74071	04/28/15	3043	WARREN DISTRIBU	79.01
74072	04/28/15	3064	WELLDYNERX	21.16
74073	04/28/15	3070	WEST COAST ARBO	2,887.20
74074	04/28/15	3132	WRIGHT DESIGNS	1,083.19
74075	04/28/15	3137	Y TIRE SALES	2,388.95
74076	04/28/15	3152	YWCA	1,800.80

subtotal checks **\$1,109,106.01**

TOTAL checks/EFTs **\$1,143,180.79**

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

I, Debbie Pacheco, being first duly sworn, declare that I am the Acting Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina dated Accounts Payable for April 17-30, 2015; Payroll for 4/23/15 and 4/28/15; Voids for April 17-30, 2015; and Workers Compensation for 4/23/15; know the contents thereof, and do CERTIFY as to the accuracy of the attached Demands and the availability of funds for their payment pursuant to the government Code Section 37202.

Debbie Pacheco
Acting Finance Director

Subscribed and sworn to before me

this 19th day of May 2015



SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY

Check Register
APR 17-30, 2015

Check #	Check Date	Vendor	Name	Amount
1168	04/21/2015	341	BEST BEST & KRI	867.60
1169	04/21/2015	896	DH MAINTENANCE	95.00
1170	04/21/2015	2955	US BANK	9,959.05
1171	04/21/2015	2999	VERIZON CALIFOR	84.19
1172	04/21/2015	3135	XO COMMUNICATIO	165.53
1173	04/28/2015	254	AZUSA LIGHT & W	66.45
1174	04/28/2015	376	BOND LOGISTIX	1,510.74
			<i>subtotal EFT/wires</i>	\$0.00
			<i>subtotal checks</i>	\$12,748.56
			TOTAL CHECKS/EFT's	\$12,748.56

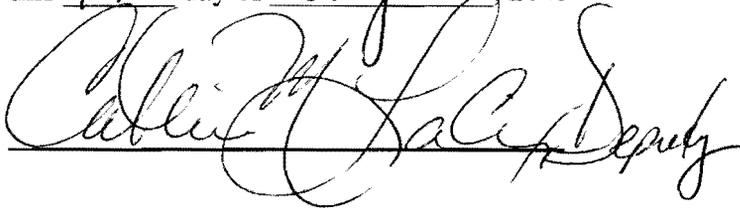
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, Debbie Pacheco first duly sworn, declare that I am the Acting Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency dated Accounts Payable for April 17-30, 2015; and Payroll for 4/23/15; know the contents thereof, and do CERTIFY as to the accuracy of the attached Demands and the availability of funds for their payment pursuant to the government Code, Section 37202.

Debbie Pacheco,
Acting Finance Director

Subscribed and sworn to before me

this 19th day of May 2015


Cathie M. Salas, Deputy



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE May 19, 2015

ITEM NO. CC 8

STAFF SOURCE Debbie Pacheco, Acting Director of Finance
Nuala Gasser, Senior Housing & CDBG Economic Development
Manager *mg*

ITEM TITLE Determination of satisfaction of Note and program requirements and terms for the program participants of the Community Development Block Grant Special Economic Development Program.

STAFF RECOMMENDATION

Determine that note terms, agreement terms and program requirements are satisfied for Priom Inc., a CDBG Special Economic Development Program participant; authorize removal of the loan/grant restrictions including a lien on real property upon approval of program compliance by Los Angeles County Community Development Commission, and authorize the City Manager or her designee to execute related documents.

FISCAL IMPACT

There is no impact to the General Fund.

BACKGROUND

Since 1998, the City Council has approved several economic development grants to businesses, funded by the Community Development Block Grant (CDBG) Program, where the businesses have fulfilled their job creation and program requirements. The program requires that one full-time equivalent position be created or retained for each \$25,000 awarded. The period of compliance required for job creation/retention for businesses receiving grants is one year.

Priom Inc. has reported on job creation activity for one year, the required period. Priom has met the job creation requirements under the grant, as determined by City staff. It is therefore recommended that the loan/grant be forgiven, contingent upon approval by Los Angeles County Community Development Commission staff.

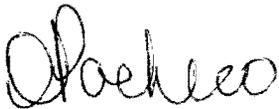
Business Name	Amount of Loan/Grant	Council date of loan/grant award	Final date of compliance	Years of reporting required	Full-time equivalent jobs created
Priom Inc. 1580 W. San Bernardino Road, Suite G, Covina	\$50,000	9/3/13	3/31/15	1	2

Over the next several months, staff will thoroughly evaluate the various programs funded by the CDBG program and effective programs implemented in other cities and make recommendations to the City Council.

EXHIBITS

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Debbie Pacheco". The signature is written in a cursive, flowing style.

Debbie Pacheco
Acting Director of Finance
Finance Department

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: May 19, 2015

ITEM NO.: CC 9

STAFF SOURCE: Andrea Miller, City Manager
Bob Blackwood, Interim Human Resources Director

ITEM TITLE: City Council to adopt **Resolution No. 15-7345**, to approve an employment agreement with retired PERS annuitant for Chief Deputy City Clerk Services for a limited duration

STAFF RECOMMENDATION

Adopt **Resolution No. 15-7345** of the City Council of the City of Covina appointing Evelyn C. Leach as Interim Chief Deputy City Clerk and approving employment contract.

FISCAL IMPACT

The total contract amount will not exceed \$51,033.60 which is based on a not to exceed maximum of 960 hours at a pay rate of \$53.16 per hour. Funding for the agreement will come from the City Clerk Part-Time account no. 10100700-50015. This cost is offset by the salary savings associated with the vacancy of the full-time Chief Deputy City Clerk position.

BACKGROUND

Due to the resignation of the incumbent Chief Deputy City Clerk, an Interim Chief Deputy City Clerk consultant has been selected to fill the position, pending City Council approval. The consultant is available to begin Wednesday, May 20, 2015.

The recruitment leading to an appointment of a new Chief Deputy City Clerk has been initiated and is anticipated to be completed by the middle of July if not before.

RELEVANCE TO THE STRATEGIC PLAN

There is no direct relevance to the Strategic Plan.

EXHIBITS

- A. Resolution No. 15-7345
- B. Evelyn C. Leach, Resume

Respectfully Submitted,

Andrea Miller
City Manager

RESOLUTION NO. 15-7345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA APPOINTING EVELYN C. LEACH AS INTERIM APPROVING RATIFYING EMPLOYMENT CONTRACT

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of Chief Deputy City Clerk became vacant on May 19, 2015; and

WHEREAS, to ensure the efficient continued operation of the City's City Clerk's office, the City Council desires to retain the services of Evelyn C. Leach, a retired member of CalPERS, to serve as Chief Deputy City Clerk effective May 20, 2015; and

WHEREAS, Evelyn C. Leach has over nineteen years of experience with an extensive history in heading municipal City Clerk Office operations; and

WHEREAS, pending the recruitment, selection and employment of a Chief Deputy City Clerk, the City desires to appoint Evelyn C. Leach as Interim Chief Deputy City Clerk, pursuant to the authority provided under Government Code Section 21221(h), to provide the leadership, managerial and organization skills necessary to manage the City's City Clerk's Office effectively and efficiently; and

WHEREAS, it is understood by Evelyn C. Leach and the City that the combined total hours to be served by Evelyn C. Leach in any fiscal year for all CalPERS employers shall not exceed the 960 hour limitation set forth in California Government Code Section 21221(h); and

WHEREAS, the City Council has reviewed a proposed employment agreement, attached as Exhibit A, by and between Evelyn C. Leach and the City of Covina.

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

SECTION 1. As required by Government Code Section 21221(h), the City Council makes the following findings:

- (a) All facts set forth in the Recitals to this Resolution are true and correct; and
- (b) Evelyn C. Leach has the specialized skills needed to perform the work required of the Interim Chief Deputy City Clerk until a permanent Chief Deputy City Clerk is appointed and thereafter begins his or her service; and

(c) It is in the best interests of the City of Covina for the City Council to enter into an employment agreement with and to appoint Evelyn C. Leach as Interim Chief Deputy City Clerk for the City of Covina pursuant to the authority provided under Government Code Section 21221(h).

SECTION 2. Evelyn C. Leach is appointed as Interim Chief Deputy City Clerk for the City of Covina in accordance with Government Code Section 21221(h) and with the provisions of the employment agreement on file with the City Clerk.

SECTION 3. The employment agreement with Evelyn C. Leach, a copy of which is on file with the City Clerk, is approved by the City Council of the City of Covina, effective May 20, 2015.

SECTION 4. The Mayor is authorized to execute said agreement on behalf of the City of Covina, with such technical amendments as may be deemed appropriate by the Mayor and City Attorney.

PASSED, APPROVED AND ADOPTED this 19th day of May, 2015.

John C. King, Mayor

ATTEST:

Mary Lou Walczak, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
LIMITED-TERM APPOINTMENT AGREEMENT
(CALPERS RETIREES)

**CITY OF COVINA
LIMITED-TERM APPOINTMENT AGREEMENT
(CALPERS RETIREES)**

Dear Evelyn C. Leach:

If accepted by you and approved by the City Council, this agreement represents the terms of your appointment as interim Chief Deputy City Clerk with the City of Covina ("City"). In light of your status as a CalPERS retiree, this is a limited-term appointment subject to the requirements set forth in this letter.

This agreement is made in light of the departure of the past Chief Deputy City Clerk, and the need to maintain current Chief Deputy City Clerk services to the City of Covina staff. We have determined that your employment during this time is necessary in order to prevent the stoppage of public business.

The terms of this agreement include:

- The term of your appointment will be from May 20, 2015 until such time as a permanent replacement for the position of Chief Deputy City Clerk has been selected, or if earlier, the City Council terminates this agreement.
- Your rate of pay in the position will be an hourly salary of \$53.16.
- You will not receive any further payments or benefits other than the hourly rate unless required by state or federal law.
- Your hours **cannot exceed 960 hours** in a fiscal year (inclusive of all hours worked for any CalPERS employer).

The City and you make this agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code Sections 7522.56 and 21221(h). Specifically, an appointment under Sections 7522.56 and 21221(h) is permissible if all of the following requirements are met:

- (1) The appointment is made by the City Council;
- (2) The appointment is to a vacant position during recruitment for a permanent appointment;
- (3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work;
- (4) The retiree is appointed to the vacant position no more than once;
- (5) The compensation received by the retiree is not more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333;
- (6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided;
- (7) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours;

- (8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer; and
- (9) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.

With respect to the requirement at (1), The City Manager has authorized your appointment to the position of interim Chief Deputy City Clerk effective the date noted above and that appointment is scheduled for ratification by the City Council at their regularly scheduled meeting of May 19, 2015.

In addition, the City, in good faith, has determined that your appointment meets (2) – (7) of the foregoing requirements as follows:

- (2) If approved, your appointment will be to the vacant Chief Deputy City Clerk position during the City's recruitment for a permanent appointment;
- (3) This appointment is made because we have determined that your employment during this time is necessary in order to prevent the stoppage of public business.
- (4) If approved, the appointment will be a one-time appointment and will not be renewed.
- (5) The compensation you will receive is no more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule divided by 173.333 to determine an hourly rate.
- (6) Your compensation consists of the hourly rate only; no further benefits will be provided.
- (7) Your hours will not exceed 960 hours in a fiscal year.

By executing this agreement, you are also, in good faith, determining that your appointment meets each of the foregoing requirements, including the unemployment insurance requirement noted at (8) above. That is, while the City is not in a position to do so, by signing the acknowledgment at the conclusion of this agreement you are certifying that you have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. Further, by signing this agreement, you are confirming that the 180 day waiting period described in (9) above does not apply to you.

Notwithstanding (6) above, the City has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked for the City and any other CalPERS employer do not exceed 960 hours during the fiscal year.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of the City and are at-will; therefore, the appointment may end with or without cause or advance notice.

Evelyn C. Leach, we welcome you to your limited-term appointment with the City and extend our best wishes for your success in the interim Chief Deputy City Clerk position.

If you have additional questions or comments feel free to contact me directly.

Sincerely,

John C. King, Mayor
City of Covina

Acknowledgment:

I, Evelyn C. Leach, agree to this Limited-Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all of the terms and conditions of employment as set forth in this letter. Further, I hereby certify to the City of Covina that I have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. I also confirm that the 180 day waiting period described above does not apply to me.

Evelyn C. Leach

Date: _____

[REDACTED]
[REDACTED], CA [REDACTED]
[REDACTED]
[REDACTED]

EVELYN C. LEACH, MUNICIPAL CLERK CONSULTANT

PROFESSIONAL
ACHIEVEMENTS

BACHELOR OF SCIENCE BUSINESS MANAGEMENT

University of Phoenix, September 13, 2005

MASTER MUNICIPAL CLERK

International Institute Municipal Clerks, Designation Conferred November 1, 2007

CERTIFIED MUNICIPAL CLERK

International Institute Municipal Clerks, Designation Conferred December 28, 1998

SKILLS

As City Clerk, performed administrative, legal, and legislative functions in accordance with State, Federal, and Municipal Codes. Administered stand-alone General Municipal Elections. Instituted city-wide records management program, overseeing development of optical imaging system and paperless agenda. Notary Public since 1982.

WORK HISTORY

CITY CLERK, CITY OF LA VERNE, LA VERNE, CALIFORNIA

2003 to 2012

CITY CLERK, CITY OF WALNUT, WALNUT, CALIFORNIA

2000 to 2003

ASSISTANT CITY CLERK, CITY OF PALM SPRINGS, PALM SPRINGS, CALIFORNIA

1999 to 2000

DEPUTY CITY CLERK, CITY OF INDIO, INDIO, CALIFORNIA

1996 to 1999

PROFESSIONAL
ACCOMPLISHMENTS

CITY CLERKS ASSOCIATION OF CALIFORNIA

Served as Professional Development Representative Southern Division - 2001-03, 2006-07

SOUTHERN CALIFORNIA CLERKS ASSOCIATION

Served as Chair of Nominating Committee - 2005-2008

CITY CLERKS ASSOCIATION OF CALIFORNIA

Served as Chair of the Alternative Scholarship Committee – 2009-2011

CITY CLERKS ASSOCIATION OF CALIFORNIA

Served on Southern California City Clerk Mentoring Committee – 2007-2012

REFERENCES

[REDACTED]
[REDACTED]

Phone: [REDACTED]

[REDACTED]
[REDACTED]

Phone: [REDACTED]

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: May 19, 2015

ITEM NO.: CC 10

STAFF SOURCE: Amy Hall-McGrade, Parks & Recreation Director
Lisa Evans, Parks & Recreation Manager *je*

ITEM TITLE: Adopt **Resolution No. 15-7350** amending the City of Covina Parks & Recreation Department's fiscal year 2014-2015 operating budget.

STAFF RECOMMENDATION

Adopt **Resolution No. 15-7350** amending the City of Covina Parks & Recreation Department's fiscal year 2014-2015 operating budget.

FISCAL IMPACT

There is no General Fund impact. The account numbers requiring amendment are as follows:

2959 3700 52400	\$ 2,850 (Covina Park garages)
2957 3400 54520	\$ 3,250 (Rotary Club benches)

BACKGROUND

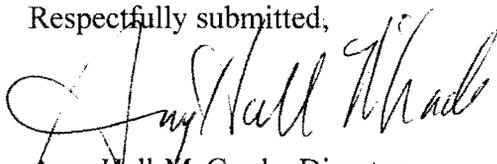
City-owned storage garages located at Covina Park are in need of repairs, including stucco work, painting, replacement of rain gutters, and repair of metal doors. The Department has been working with a Life Scout to complete this as his Eagle Scout project. The Scout will be raising the funds to purchase all materials for the painting, rain gutter replacement and door repairs. The stucco work, which will cost \$2,850, was not a part of the Scout's project, but is necessary to lengthen the life of the repairs being completed by the Scout. The Covina Lions Club uses the garage to store their pancake breakfast equipment, Santa float, and American flags, and has agreed to fund \$1,425 of the stucco work. The remaining \$1,425 will be funded with money previously raised through Walk for Parks.

Additionally, the Covina Rotary Club is sponsoring two benches for Cougar Park in memory of James A. Speer, a long-time Club member. The benches will include the Rotary insignia and plaque. The club is sponsoring the entire cost of the benches.

EXHIBITS

A. Resolution No. 15-7350

Respectfully submitted,



Amy Hall-McGrade, Director
Parks & Recreation Department

RESOLUTION NO. 15-7350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2014-2015 PARKS & RECREATION DEPARTMENT'S OPERATING BUDGET.

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

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2014 and ending June 30, 2015 was approved on June 17, 2014; 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;

WHEREAS, the City of Covina will be repairing two storage garages located at Covina Park with a Life Scout as his Eagle Scout Project, and;

WHEREAS, the Covina Rotary Club will be sponsoring the purchase of two memorial benches for Cougar Park;

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

SECTION 1. Amend the fiscal year 2014-2015 Parks & Recreation Department's operating budget as follows:

2959 3700 52400	\$ 2,850
2957 3400 54520	\$ 3,250

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

PASSED, APPROVED AND ADOPTED this 19th day of May 2015.

Mayor

ATTEST:

Catherine M. LaCroix
Chief Deputy City Clerk

Approved as to form:

Legal Counsel

CERTIFICATION

I, Catherine M. LaCroix, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 15-7350 was adopted by the Covina City Council at a regular meeting of the City Council held this 19th day of May 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine M. LaCroix
Chief Deputy City Clerk



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE **May 19, 2015**

ITEM NO. **CC 11**

STAFF SOURCE **Andrea M. Miller, City Manager**

ITEM TITLE **City Attorney Services**

STAFF RECOMMENDATION

Approve the Legal Services Agreement with Richards, Watson & Gershon (RWG) and authorize the Mayor to execute the Agreement on behalf of the City.

FISCAL IMPACT

Funding for City Attorney services is included in the Fiscal Year 2014/15 Adopted Budget and is included in the FY 2015/16 Proposed Budget, which will be presented for Council consideration at an upcoming meeting.

BACKGROUND

A Legal Services Agreement with RWG was presented at the May 5, 2015, City Council meeting for consideration. At the meeting, the City Manager reported that various changes to the proposed Agreement had been requested of RWG. RWG was agreeable to modifying the terms; however, staff was unable to finalize the Agreement prior to the May 5 meeting. Following discussion, the Council approved retaining RWG as the City Attorney effective May 20, 2015, and authorized the City Manager to negotiate and execute an agreement for such services and present the revised agreement for ratification by the Council at the May 19, 2015, meeting. The Council also authorized Best, Best and Krieger, under the terms of the existing agreement, to assist with the transition of legal services and for future special counsel work related to real estate transactions, economic development, Successor Agency, and housing issues as requested by the City.

Attached is the revised Agreement with RWG, which has been modified to eliminate references to automatic cost of living adjustments, eliminate the cap on the number of meetings to be attended as part of the retainer services, and further define the services to be included as part of the monthly retainer.

EXHIBITS

A – Legal Services Agreement

Respectfully submitted,

Andrea M. Miller, City Manager

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of May 19, 2015, by and between the City of Covina and the Successor Agency to the Covina Redevelopment Agency (collectively, “City”) and the law firm of Richards, Watson & Gershon (“RWG”), a California professional corporation. In consideration of the mutual promises set forth herein, the parties agree as follows:

RECITALS

A. This Agreement is made with respect to the following purposes and facts that each party agrees are true and correct:

B. The City desires to retain RWG to provide legal services for the City, and RWG has agreed to provide such services, pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Work.** RWG shall perform all legal services for the City as directed by the City Council through the City Manager except as provided in Section 5 with respect to conflicts. Legal services shall include the following:

- A. Attendance at City Council meetings;
- B. Legal research and legal advice to the City Council, City Manager and designated City Staff;
- C. Preparation and review of ordinances, resolutions, and agreements as requested;
- D. Representation of the City and City officials and employees in claims and litigation filed by or against the City as requested;
- E. Oversight of legal matters handled by outside counsel;
- F. Performance of the duties and exercise of the authority of a city attorney as provided in the California Government Code, other statutes and the Covina Municipal Code;
- G. Legal services for entities created by the City Council and for the Successor Agency to the Covina Redevelopment Agency; and
- H. Such other legal services as may be directed by the City Council or City Manager from time to time.

2. **Term.** This Agreement shall commence as of May 20, 2015 and shall continue in effect until terminated by the City or RWG as provided herein. City or RWG may terminate this Agreement at any time, with or without cause, on written notice to the other party. City shall endeavor to provide ten (10) days written notice to RWG but shall not be obligated to do so.

RWG shall provide thirty (30) days written notice to City prior to termination of this Agreement. In the event of termination RWG shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship, shall assist the City in transition to a new firm, and shall be compensated for such assistance at the rates provided for in this Agreement.

3. **Designation of City Attorney.** Candice K. Lee shall be designated as City Attorney for the City and Craig A. Steele shall be designated as Senior Counsel. Ms. Lee and Mr. Steele will be the RWG attorneys with responsibility for providing legal services for the City and Ms. Lee will be the primary contact for the City Council and the staff. Other RWG attorneys will be assigned to work on legal matters for the City on an "as-needed" basis under Ms. Lee's direct supervision.

4. **Compensation.** RWG shall be compensated for the performance of the legal services pursuant to this Agreement as follows:

A. *Compensation Rates.* RWG shall be compensated for the performance of legal services in accordance with the Compensation Rate Schedule for City of Covina ("Compensation Rate Schedule"), attached to this Agreement as Exhibit A and incorporated herein as though set forth in full. The terms of this Agreement and the Compensation Rate Schedule shall apply to legal services performed for entities affiliated with the City that may be established.

B. *Compensation Review.*

1) RWG and City acknowledge that they have agreed on the amount of the Monthly Retainer and other rates set forth in Exhibit A based on estimates of future needs. The Monthly Retainer and other rates set forth in Exhibit A shall remain in effect at least until June 30, 2017. Prior to June 30, 2017, or as soon as reasonably possible thereafter, RWG and City shall meet to evaluate RWG's performance and to confirm the amount of RWG's Monthly Retainer and other hourly rates going forward. The City Council may evaluate RWG's performance at other times at its discretion.

5. **Conflicts of Interest.** RWG shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which RWG is providing legal services under this Agreement. RWG shall not reveal confidential information of the City except with the consent of the City Council or as otherwise required by law. RWG shall notify the City Manager of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved City shall retain legal counsel and RWG shall assist and cooperate with legal counsel retained by the City Council on the matter for which the conflict arose.

6. **Client Files.**

A. At the conclusion of this Agreement, the original client files for the work performed under this Agreement for the City shall be made available to City. RWG will be entitled to make copies of the client files. At the conclusion of this Agreement, (whether or not City takes possession of the client files) City shall take possession of any and all original

contracts, and other such important documents that may be in the client files and RWG shall have no further responsibility with regard to such documents.

B. If City does not take possession of the client files at the conclusion of the Agreement, RWG shall store such client files for a period of at least one (1) year. At the conclusion of such one (1) year period, RWG may send to City a notice, advising of RWG's intention to dispose of the client files. The City shall have sixty (60) days from the date of such notice to take possession of the client files. If City does not take possession of the client files during that time, City agrees that RWG may dispose of the client files without further notice.

C. This section shall survive the expiration of this Agreement.

7. **Indemnification.** RWG agrees to indemnify and hold harmless City, its elected officials, officers, agents and employees from any and all losses to the extent caused by the wrongful or negligent action or inaction of RWG or any person employed by RWG in the performance of this Agreement. This section shall survive the expiration of this Agreement.

8. **Insurance.**

A. *Coverage Levels.* RWG shall maintain at all times during the term of this Agreement policies of insurance with at least the minimum coverage specified below:

1) General liability insurance coverage with a minimum limit of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.

2) Professional liability coverage with a minimum limit of liability of Two Million Dollars (\$2,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate, providing coverage for damages or losses suffered by City as a result of wrongful errors or omissions or neglect by RWG that arises out of the professional services required by this Agreement. Such insurance may be subject to reasonable terms, limitations and conditions and a self-insured retention or deductible to be borne entirely by RWG which shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per claim.

3) Automobile liability insurance for non-owned automobiles in an amount of not less than One Million Dollars (\$1,000,000).

4) Workers' compensation coverage in compliance with California law.

B. *Prerequisites.* The general liability and the automobile liability policies of insurance specified above shall:

1) Name the City Council of the City of Covina, its officers, agents and employees as additional insureds.

2) Provide minimum thirty (30) days notice of cancellation, said notice to be provided by insurer, except for non-payment of premium for which ten (10) days notice shall be provided by insurer.

3) Be maintained in full force and effect throughout the term of this Agreement.

4) Be placed with insurance carriers authorized to transact business in California with an A.M. Best rating of no less than A:VII or otherwise acceptable to City.

9. **Independent Contractor.** No employment relationship is created by this Agreement. RWG shall be an independent contractor of City, except that at all times providing services under the Agreement, RWG's shareholders and employees shall be acting as public officials.

10. **Arbitration.** In the event of any dispute between the parties, such dispute shall be submitted to binding arbitration to the maximum extent permitted by law. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected through the rules of the American Arbitration Association. The Arbitrator shall have the authority to set procedures and discovery in the arbitration. This section shall survive the expiration of this Agreement.

11. **General Provisions.**

A. *Assignment/Delegation.* This Agreement contemplates the personal professional services of RWG and neither this Agreement, nor any portion thereof, shall be assigned or delegated without the prior written consent of City's City Council.

B. *Interpretation.* The following rules of legal construction shall apply:

1) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

2) The article and section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

C. *Attorney's Fees.* The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of this Agreement, and all matters arising out of or connected therewith.

D. *Notices.* Any notice required to be given shall be deemed to have been given by depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY COUNCIL:

City of Covina

TO RWG:

Candice K. Lee

125 East College Street
Covina, California 91723

355 S. Grand Avenue, 40th Floor
Los Angeles, CA 90071-3101

E. *Signatories.* Each signatory warrants and represents that he is competent and authorized to execute this Agreement on behalf of the party for whom he purports to sign.

F. *Entire Agreement.* This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

G. *Modification of Agreement.* This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both RWG and the City.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign below.

CITY OF COVINA

RICHARDS, WATSON & GERSHON,
a Professional Corporation

Andrea Miller
City Manager

Kayser Sume
Chairman, Board of Directors

Attest:

EXHIBIT A
RICHARDS, WATSON & GERSHON
COMPENSATION RATE SCHEDULE FOR CITY OF COVINA
EFFECTIVE May 20, 2015

Retainer Services. Retainer Services shall be defined to include: (i) in-person attendance at all City Council meetings unless excused by the City Manager, (ii) in-person attendance at Planning Commission meetings at the designation of the City Manager and (iii) all office hours or other communications with staff and legal services provided to the City *except* those services that are defined below as “Litigation and Special Legal Services” or “Third-party Reimbursed Services.” Travel time incurred on Retainer Services matters would be billed to and paid from the retainer. All Retainer Services would be billed at a flat monthly retainer of \$17,500 per month.

Litigation and Special Legal Services. Litigation and Special Legal Services shall be defined to include: (i) complex real estate matters; (ii) labor and employment law projects (excluding routine, day-to-day labor and employment advice to the City Manager and staff, which shall be included in Retainer Services); (iii) environmental law services, including but not limited to, Hazardous Waste, Clean Air Act, and Clean Water Act issues; (iv) litigation services (including, without limitation, *Pitchess* motions, responses to subpoenas where a court filing is necessary, and representing the City in administrative proceedings before other bodies); (v) enforcement and prosecution of the City’s Municipal Code, and (vi) any individual legal services project that the City Manager and the City Attorney agree is anticipated to require more than 10 hours of services in a calendar month. Travel time incurred for Litigation and Special Services would be compensated at the Litigation and Special Services rate. All Litigation and Special Services, except enforcement and prosecution of the City’s Municipal Code, *Pitchess* motions, and responses to subpoenas where a court filing is necessary, would be compensated at composite hourly rates of \$225 per hour for associate attorneys and \$275 per hour for all other attorneys. Litigation and Special Services for enforcement and prosecution of the City’s Municipal Code and representing the City in *Pitchess* motions and responses to subpoenas where a court filing is necessary would be compensated at a flat rate of \$195 per hour for all attorneys. Paralegal services for any Litigation and Special Services would be compensated at a rate of \$150 per hour. Time incurred in providing these services will be billed in increments of one-tenth of an hour to billing accounts set up as specified by City staff.

Third-Party Reimbursed Services. Legal services that the City elects to have reimbursed by third-parties shall be compensated at a 10 % discount from the Firm’s then-standard hourly rates.

Bond Counsel Services and Disclosure Counsel Services. \$350 per hour subject to a cap that was commensurate with fees charged for transactions of a similar size and complexity in the discretion of the City Manager.

Reimbursable and/or Other Costs. Mileage, other than routine travel to the City Hall, shall be billed at the standard rate established by the IRS for deducting the operating expenses of an automobile used for business purposes. This rate established by the IRS currently is 56.5 cents per mile. Copying costs will be charged at 5 cents per page. Facsimile charges will be \$1 per page with a maximum charge of \$25 for any one facsimile. All other costs, such as long distance telephone charges, messenger and delivery services, and legal research services will be charged only at the Firm’s actual out-of-pocket expenses. The Firm will not charge for word processing

and similar clerical tasks.

###



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE May 5, 2015

ITEM NO.

COPY

STAFF SOURCE Alex Gonzalez, Acting Director of Public Works
Vivian Castro, Environmental Services Manager

ITEM TITLE Introduction of an Ordinance Amending Chapter 8.50 of the Covina Municipal Code to Comply with the 2012 Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit, Order No.R4-2012-0175

STAFF RECOMMENDATION

- 1) Waive full reading, read by title only and introduce for first reading Ordinance No.15-2038; and
- 2) Make a determination of exemption under CEQA; and
- 3) Authorize staff to schedule the ordinance for second reading at the next City Council meeting.

FISCAL IMPACT

Adoption of this ordinance is not expected to result in a direct fiscal impact to the City given that it contains provisions for cost recovery based on City Council-approved fees. These existing fees, however, may need to be revised as they may be insufficient to cover plan and document reviews, inspections, tracking, reporting, enforcement and other new or expanded activities required of the City for implementation of this ordinance. The cost to the City, and the amount to be recovered from the project applicants, will be based on the specifics of the projects that require a Low Impact Development (LID) Plan.

However, to the degree that future City capital improvement projects trigger LID under the new ordinance but would not have done so under the existing requirements, the budgets for those projects would need to incorporate the additional cost of LID development, implementation and maintenance.

BACKGROUND

On November 8, 2012, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted "Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4," (Order No. R4-2012-0175) (MS4 Permit). The MS4 Permit specifies the conditions under which the Los Angeles County Flood Control District, Los Angeles County Unincorporated Areas, and the 84 municipal permittees, including the City of Covina, are allowed to discharge stormwater and dry-weather urban runoff into their drainage systems and the waters of the United States.

EXHIBIT

COPY

The new MS4 Permit is considerably more complex than the prior one, which was issued in 2001, and requires the City to create new stormwater quality and urban runoff programs and expand those already in existence. In order to comply with additional requirements to reduce the water quality impacts of development projects as contained in the Planning and Land Development portion of the MS4 Permit, substantial amendments to Chapter 8.50 of the Covina Municipal Code, which are contained in the attached Ordinance, are necessary. These changes, in general, expand the number and types of new and redevelopment projects that will now be required to implement LID practices to infiltrate and/or retain and re-use runoff water from precipitation on-site.

In addition, under this MS4 Permit, Covina is subject to Total Maximum Daily Loads (TMDLs) for the first time. A TMDL is a numerical limit on a particular pollutant allowed in a water body, such as copper in the San Gabriel River, for example, that is critical to a city's compliance with the permit.

Low Impact Development Requirements

The purpose of the mandated LID program is to control pollutants, pollutant loads, and runoff volume from new and redevelopment project sites to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention, and/or rainfall harvest and use.

LID is an approach to land development (or re-development) that works with nature to manage storm water as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features and minimizing effective imperviousness to create functional site drainage that treats storm water as a resource rather than a waste product. There are many best management practices (BMPs) that have been used to implement these principles, for example, bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. In addition to reducing pollutants from stormwater and urban runoff, LID projects provide other benefits, such as enhancing local aquifers.

As part of the City's development review and permitting processes, proposed projects are reviewed and conditioned to meet the various state, federal and local requirements. Projects that will be required to submit LID Plans are generally similar to those that were required to submit Standard Urban Stormwater Mitigation Plans (SUSMPs) under the previous Permit and Chapter 8.50 as it currently exists, albeit with lower area thresholds and additional categories of development included. Development and redevelopment projects falling into one or more of the categories specified in Section 8.50.120 of the proposed ordinance will be required to submit a LID Plan as a condition of approval.

The plan submitted must explain in detail how the project will be designed to retain onsite a specific volume of stormwater, calculated as the runoff from the greater of the 85th percentile 24-hour runoff event (as determined from the Los Angeles County 85th percentile precipitation isohyetal map) or the volume of runoff produced from a 0.75 inch, 24-hour rain event. The City's Environmental Services Section will review project plans to ensure they are designed and implemented to comply with the LID requirements as prescribed in the Planning and Land Development Program of the MS4 Permit.

There are certain exemptions to LID requirements in the ordinance, for example, emergency construction activity projects to immediately protect health and safety. It also provides for

COPY

alternatives to infiltration due to technical infeasibility, such as for projects where infiltration could create a geotechnical hazard, ground water is high or soils are not suitable for infiltration. In order to confirm that the selected BMPs are properly installed and maintained, the ordinance provides for City inspections of LID BMPs and recording of covenants to ensure that, once installed, BMPs are used and maintained so that they function as designed.

While LID requirements in the MS4 Permit may seem complex, they are one of the tools that will assist cities in meeting the TMDLs for their watershed. For that reason, some Permittees have chosen to establish LID requirements beyond those mandated in the MS4 Permit. Their view is that the strict pollutant reduction requirements to which cities are being held (numeric effluent limits) are not likely to be achievable without the installation of storm water treatment systems that will cumulatively receive drainage from a larger area of their city than the MS4 Permit requires. Signal Hill's LID ordinance, for example, establishes requirements and standards for the installation of small scale treatment systems on individual parcels with a minimum of 500 square feet or more of new or remodeled impervious surfaces and Los Angeles County and Signal Hill both require new residential projects of 4 units or less to install a minimum of two simple LID BMPs per project.

The City of Covina's proposed plan to meet TMDL requirements (the Upper San Gabriel River Watershed Enhanced Watershed Management Plan, which is under development) incorporates the LID provisions mandated in the MS4 Permit but proposes implementation of other "tools" rather than imposing LID requirements on additional categories of projects. If monitoring data reveal that the City is not on target to meet the TMDLs, more extensive LID requirements, mandating treatment systems on additional private parcels, can be adopted at that time.

Additional Requirements and Updates

The ordinance also implements mandates requiring that any construction or demolition project that entails clearing, grading, grubbing, excavation, or any other activity that results in land disturbance, submit and implement an erosion and sediment control plan and BMPs to ensure that discharges of pollutants from the site do not occur.

Chapter 8.50 of the Covina Municipal Code, which implements federal and state laws prohibiting non-storm water discharges into the MS4 system, was last substantially updated in 2002 to comply with the 2001 MS4 Permit. As such, amending Chapter 8.50 required significant changes to ensure the City possesses sufficient legal authority to implement and enforce the MS4 Permit beyond those provisions pertaining to LID. Adopting this ordinance will bring the Covina Municipal Code into compliance with LID requirements and will strengthen the City's ability to control pollutant discharges into and from its MS4.

EXHIBITS

A. Ordinance No. 2015-2038

Respectfully submitted


Alex Gonzalez/Acting Director
Public Works Department

COPY

ORDINANCE NO. 15-2038

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTER 8.50 OF THE COVINA MUNICIPAL CODE, ENTITLED STORM WATER QUALITY AND URBAN RUNOFF, TO COMPLY WITH THE LATEST MUNICIPAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT, ORDER NO. R4-2012-0175

WHEREAS, the City of Covina is one of 86 Permittees regulated under the “Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4,” issued by the California Regional Water Quality Control Board, Los Angeles Region,” (Order No. R4-2012-0175, Municipal National Pollutant Discharge Elimination Permit [NPDES] Permit); and

WHEREAS, the Municipal NPDES Permit is issued pursuant to Clean Water Act section 402 and the regulations adopted by the USEPA to implement the NPDES program, and chapter 5.5, division 7 of the California Water Code (commencing with section 13370), serves as an NPDES permit for point source discharges from the Permittees’ Municipal Separate Storm Sewer System (MS4s) to surface waters and also serves as waste discharge requirements (WDRs) pursuant to article 4, chapter 4, division 7 of the California Water Code (commencing with Section 13260); and

WHEREAS, the City of Covina is authorized by Article XI, §5 and §7 of the State Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety and general prosperity; and

WHEREAS, the City of Covina has authority under the California Water Code to adopt and enforce ordinances imposing conditions, restrictions and limitations with respect to any activity which might degrade the quality of waters of the State; and

WHEREAS, the Municipal NPDES permit requires Permittees to maintain adequate legal authority to effectively prohibit discharges to the MS4 and to control discharges from the MS4 to the maximum extent practicable and to meet other requirements of the Municipal NPDES Permit;

WHEREAS, the City of Covina is committed to a stormwater management program that protects water quality and water supply by employing watershed-based approaches that balance environmental, social, and economic considerations; and

WHEREAS, compliance with the aforementioned mandates of the Municipal NPDES Permit require that the City of Covina update and amend Chapter 8.50 of the Covina Municipal Code.

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

SECTION 1. Chapter 8.50 of the Covina Municipal Code is hereby amended to read as follows:

**Chapter 8.50
STORM WATER QUALITY AND URBAN RUNOFF CONTROL**

8.50.010 Purpose.

This chapter implements the Federal Water Pollution Control Act (the "Clean Water Act" or "CWA"), 33 U.S.C. Sections 1251 – 1387, and the California Porter-Cologne Water Quality Control Act by prohibiting the discharge of any pollutant to navigable waters of the United States from a point source unless the discharge is authorized by a permit issued pursuant to the National Pollutant Discharge Elimination System ("NPDES") required by CWA Section 402, 33 U.S.C. Section 1342, and prohibits non-storm water discharges into the municipal separate storm sewer system ("MS4").

The purpose of this chapter is to protect the health, safety and general welfare of the citizens of the city by:

- A. Regulating non-storm-water discharge to the municipal storm-water system;
- B. Providing for the control of spillage, dumping, or disposal of materials into the municipal storm-water system;
- C. Reducing pollutants in storm water and urban runoff to the maximum extent practicable.

8.50.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings ascribed to them by this chapter. Words and phrases not ascribed a meaning by this chapter shall have the meanings ascribed by the regulations implementing the National Pollutant Discharge Elimination System, Clean Water Act Section 402, and Division 7 of the California Water Code, as they may be amended from time to time, if defined therein, and if not, to the definitions in any applicable permit issued by the Regional Water Board, as appropriate, as such permits may be amended from time to time.

Act or Clean Water Act (CWA) means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

Adverse Impact - a detrimental effect upon water quality or beneficial uses caused by a discharge or loading of a pollutant or pollutants to the storm drain system or to receiving waters.

Authorized Discharge - any discharge that is authorized pursuant to an NPDES permit or meets the conditions set forth in this Chapter.

Automotive Service Facility - a facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. Facilities with SIC codes 5013, 5014, 5541, 5511 need not be inspected provided that these facilities have no outside activities or materials that may be exposed to stormwater.

Basin Plan – the Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Regional Water Board on June 13, 1994 and subsequent amendments thereto.

Beneficial Uses - existing or potential uses of receiving waters in the Permit area as designated by the Regional Board in the Basin Plan

Best Management Practices (BMPs) – schedule of activities, prohibitions of practices, maintenance procedures, physical devices, systems and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to the storm drain system and waters of the United States and to prevent or reduce the pollution of waters of the United States.

Biofiltration - a LID BMP that reduces stormwater pollutant discharges by intercepting rainfall on vegetative canopy, and through incidental infiltration and/or evapotranspiration, and filtration. Incidental infiltration is an important factor in achieving the required pollutant load reduction. Therefore, the term “biofiltration” as used in this Ordinance is defined to include only systems designed to facilitate incidental infiltration or achieve the equivalent pollutant reduction as biofiltration BMPs with an underdrain (subject to approval by the Regional Board’s Executive Officer). Biofiltration BMPs include bioretention systems with an underdrain and bioswales.

Bioretention - a LID BMP that reduces stormwater runoff by intercepting rainfall on vegetative canopy, and through evapotranspiration and infiltration. The bioretention system typically includes a minimum 2-foot top layer of a specified soil and compost mixture underlain by a gravel-filled temporary storage pit dug into the in-situ soil. As defined in the Municipal NPDES permit, a bioretention BMP may be designed with an overflow drain, but may not include an underdrain. When a bioretention BMP is designed or constructed with an underdrain it is regulated by the Municipal NPDES permit as biofiltration (Modified from: Order No. R4-2012-0175).

Bioswale - a LID BMP consisting of a shallow channel lined with grass or other dense, low-growing vegetation. Bioswales are designed to collect stormwater runoff and to achieve a uniform sheet flow through the dense vegetation for a period of several minutes.

CASQA – California Stormwater Quality Association.

City – the City of Covina, California.

Clean Water Act (Act) – the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Commercial Development -any public or private activity not defined as an industrial activity in 40 CFR 122.26(b)(14), involved in the storage, transportation, distribution, exchange or sale of goods and/or commodities or providing professional and/or nonprofessional services. The category includes, but is not limited to: hospitals, laboratories and other medical facilities, educational institutions, recreational facilities, plant nurseries, car wash facilities; mini-malls and other business complexes, shopping malls, hotels, office buildings, public warehouses and other light industrial complexes.

Commercial Malls - any development on private land comprised of one or more buildings forming a complex of stores which sells various merchandise, with interconnecting walkways enabling visitors to easily walk from store to store, along with parking area(s). A commercial mall includes, but is not limited to: mini-malls, strip malls, other retail complexes, and enclosed shopping malls or shopping centers

Construction Activity – includes any construction or demolition activity, clearing, grading, grubbing, or excavation, or any other activity that results in land disturbance. Construction does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain the original line and grade, hydraulic capacity, or original purposes of the facility. Where clearing, grading or excavating of underlying soil takes place during a repaving operation, State General Construction Permit coverage is required if more than one acre is disturbed or the activities are part of a larger plan

Control- to minimize, reduce or eliminate by technological, legal, contractual, or other means, the discharge of pollutants from an activity or activities.

Dechlorinated/Debrominated Swimming Pool/Spa Discharges - discharges from swimming pools/spas and do not include swimming pool/spa filter backwash or swimming pool/spa water containing bacteria, detergents, wastes, or algaecides, or any other chemicals including salts from salt water pools.

Development – any construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail and other non-residential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

Directly Adjacent - situated within 200 feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area.

Director – the Director of Public Works of the City and his or her authorized deputy, agent, representative or inspector.

Discharge – any release, spill, leak, disposal, flow, escape, leaching (including subsurface migration or deposition to groundwater), dumping, discard or placement, either directly or indirectly, of any substance into or from the storm drain system, including, but not limited to, storm water, wastewater, solid materials, liquids, hazardous material, raw materials, debris, litter or any other substance.

Discharger – a person who discharges or causes, facilities, or allows a discharge.

Disturbed Area – an area that is altered as a result of clearing, grading, and/or excavation.

Drinking Water Supplier Distribution System Releases - sources of flows from drinking water supplier storage, supply and distribution systems including flows from system failures, pressure releases, system maintenance, distribution line testing, fire hydrant flow testing; and flushing and dewatering of pipes, reservoirs, vaults, and minor non-invasive well maintenance activities not involving chemical addition(s) where otherwise regulated by NPDES Permit No CAG674001, NPDES Permit No. CAG994005, or another separate NPDES permit.

Essential Non-Emergency Fire Fighting Activities - firefighting activities, which simulate emergency responses, and routine maintenance and testing activities necessary for the protection of life and property, including building fire suppression system maintenance and testing (e.g. sprinkler line flushing) and fire hydrant testing and maintenance. Discharges from vehicle washing are not considered essential and as such are not conditionally exempt.

Flow-through BMPs - modular, vault type “high flow biotreatment” devices contained within an impervious vault with an underdrain or designed with an impervious liner and an underdrain.

General Construction Permit - the general NPDES permit adopted by the State Water Resources Control Board which authorizes the discharge of stormwater from construction activities under certain conditions.

General Industrial Permit - the general NPDES permit adopted by the State Water Resources Control Board which authorizes the discharge of stormwater from industrial activities under certain conditions.

Green Roof - a LID BMP using planter boxes and vegetation to intercept rainfall on the roof surface. Rainfall is intercepted by vegetation leaves and through evapotranspiration. Green roofs may be designed as either a bioretention BMP or as a biofiltration BMP. To receive credit as a bioretention BMP, the green roof system planting medium shall be of sufficient depth to provide capacity within the pore space volume to contain the design storm depth and may not be designed or constructed with an underdrain.

Good Housekeeping Practice - a best management practice related to the transfer, storage, use, or cleanup of materials which when performed in a regular manner minimizes the discharge or potential discharge of pollutants to the storm drain system and/or receiving waters.

Hazardous Material - any material defined as hazardous by Chapter 6.95 of Division 20 of the California Health and Safety Code or any substance designated pursuant to 40 CFR part 302. This also includes any unlisted hazardous substance which is a solid waste, as defined in 40 CFR 261.2, which is not excluded from regulation as a hazardous waste under 40 CFR 261.4(b), or is a hazardous substance under Section 101(14) of the Act, if it exhibits any of the characteristics identified in 40 CFR 261.20 through 261.24.

Hazardous Waste - a hazardous material which is to be discharged, discarded, recycled, and/or reprocessed.

Hillside - property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is 25% or greater and where grading contemplates cut or fill slopes.

Illicit Connection – either of the following:

1. Any drain or conveyance whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or
2. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps or equivalent records and approved by the Director.

Illicit Discharge – any discharge to the MS4 or from the MS4 into a receiving water that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term includes all non-storm water discharges not composed entirely of storm water and discharges that are identified under the Discharge Prohibitions section of the Permit.

Impervious Surface - any man-made or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from paving, compacted gravel, compacted earth, and oiled earth.

Industrial and/or commercial facility – any facility involved or used in the production, manufacture, storage, transportation, distribution, exchange or sale of goods or commodities, and any facility involved or used in providing professional and non-profession services. This category of facilities includes, but is not limited to, any facility defined by either the Standard Industrial Classifications or the North American Industry Classification System. Facility ownership and profit motive are not factors in this definition.

Low impact development (LID) – consists of building and landscape features designed to retain or filter storm water runoff.

MS4 or Municipal Separate Storm Sewer System – a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, and storm drains which are: (i) owned or operated by the State, city or other public body created by or pursuant to State law having jurisdiction over disposal of sewage, industrial wastes, storm water or other wastes; (ii) designed or used for collecting or conveying storm water; (iii) which is not a combined sewer; and (iv) which is not part of a Publicly Owned Treatment Works (POTW) as defined by 40 C.F.R. section 122.2.

Municipal NPDES Permit - the “Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach MS4” (Order No. R4-2012-0175, NPDES No CAS004001), issued on November 08, 2012 by the Los Angeles Regional Water Quality Control Board, and any amendments or successor permit to that permit.

National Pollutant Discharge Elimination System (NPDES) - the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA§307, 402, 318, and 405. The term includes an “approved program.”

National Pollutant Discharge Elimination System (NPDES) permit - a general, group, or individual permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board or a California Regional Water Quality Control Board pursuant to the Act, that authorizes discharges to waters of the United States.

Natural Drainage System - a drainage system that has not been improved (e.g., channelized or armored). The clearing or dredging of a natural drainage system does not cause the system to be classified as an improved drainage system.

New development – land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

Non-storm water discharge – any discharge into the MS4 or from the MS4 into a receiving water that is not composed entirely of storm water.

Parking Lot - land area or facility for the parking or storage of motor vehicles used for businesses, commerce, industry, or personal use, with a lot size of 5,000 square feet or more of surface area, or with 25 or more parking spaces.

Permit – the Waste Discharge Requirements for Municipal Separate Storm Sewer Systems within the Coastal Watersheds of Los Angeles County (Order No. R4-2012-0175) and the National Pollutant Discharge Elimination System Permit No. CAS004001, including any amendments thereto or successor permit, issued by the Regional Water Board.

Planning Priority Projects - development projects subject to Permittee conditioning and approval for the design and implementation of post-construction controls to mitigate stormwater pollution, prior to completion of the project(s). Planning Priority Projects are further defined in Section 8.50.120.

Pollutant – pollutant shall have the same meaning as set forth in Section 502(6) of the Act or as incorporated into the California Water Code Section 13373. Pollutants include, but are not limited to the following:

1. Commercial and industrial waste (such as fuels, solvents, chemicals, detergents, plastic pellets, hazardous materials or substances, hazardous wastes, fertilizers, pesticides, soot, slag, ash, and sludge);
2. Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium and arsenic) and nonmetals (such as carbon, chlorine, fluorine, phosphorous and sulfur);
3. Petroleum hydrocarbons (such as fuels, oils, lubricants, surfactants, waste oils, solvents, coolants, and grease);
4. Eroded soils, sediment, and particulate materials in amounts which may adversely affect any beneficial use of the receiving waters, flora, or fauna of the state;
5. Animal wastes (such as discharges from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities);
6. Substances having acidic or corrosive characteristics such as a pH of less than six or greater than nine;
7. Substances having unusual coloration or turbidity, levels of fecal coliform, fecal streptococcus, or enterococcus, which may adversely affect the beneficial use of the receiving waters, flora, or fauna of the state; and
8. Anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water.

Pollutants of concern – when discharged from a drinking water supplier's distribution system, may include trash and debris, including organic matter, total suspended solids (TSS), residual chlorine, pH, and any pollutant for which there is a water quality-based effluent limitation applicable to discharges from the MS4 to the receiving water.

Person - any individual as well as any corporation, partnership, public agency, trust, estate, cooperative association, joint venture, business entity or other similar entity, or the agent, employee or representative of any of the above.

Project – all development, redevelopment and land disturbing activities. The term is not limited to "project" as defined under CEQA (Pub. Res. Code. § 21065).

Qualified SWPPP Developer - an individual meeting the registration or certification requirements set forth in the General Construction Permit.

Rainfall Harvest and Use - a LID BMP system designed to capture runoff, typically from a roof but can

also include runoff capture from elsewhere within the site, and to provide for temporary storage until the harvested water can be used for irrigation or non-potable uses. The harvested water may also be used for potable water uses if the system includes disinfection treatment and is approved for such use by the Director.

Receiving water – A “water of the United States” into which waste and/or pollutants are or may be discharged.

Redevelopment – land-disturbing activity that results in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of a routine maintenance activity; and land disturbing activities related to structural or impervious surfaces. It does not include routine maintenance to maintain line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health, safety or welfare.

Regional Water Board – the Los Angeles Regional Water Quality Control Board.

Restaurant- a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshments stands selling prepared food and drinks for immediate consumption (SIC Code 5812).

Retail Gasoline Outlet - any facility engaged in selling gasoline and lubricating oils.

Routine Maintenance - Routine maintenance projects include, but are not limited to projects conducted to:

1. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility.
2. Perform as needed restoration work to preserve the original design grade, integrity and hydraulic capacity of flood control facilities.
3. Includes road shoulder work, regrading dirt or gravel roadways and shoulders and performing ditch cleanouts.
4. Update existing lines* and facilities to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.
5. Repair leaks

Routine maintenance does not include construction of new** lines or facilities resulting from compliance with applicable codes, standards and regulations.

* Update existing lines includes replacing existing lines with new materials or pipes.

** New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines (Source: Order No. R4-2012-0175).

Runoff - any runoff, including storm water and dry weather flows, that reaches a receiving water body or subsurface.

Sidewalk Rinsing or Washing – pressure washing of paved pedestrian walkways with average water usage of 0.006 gallons per square foot, with no cleaning agents, and properly disposing of all debris collected, as authorized under Regional Water Board Resolution No. 98-08.

Standard Industrial Classification (SIC) – a classification pursuant to the current edition of the Standard Industrial Classification Manual issued by the Executive Officer of the President of the United States, Office of Management and Budget, and as the same may be periodically revised.

State Water Board – the State Water Resources Control Board.

Storm Drain System – see “MS4 or Municipal Separate Storm Sewer System.”

Storm Water – storm water runoff, snow melt runoff, and surface runoff and drainage related to precipitation events (pursuant to 40 C.F.R. § 122.26(b)(13); 55 Fed. Reg. 47990, 47995 (Nov. 16, 1990)).

Stormwater Pollution Prevention Plan (SWPPP) - a plan, as required by a General Construction or Industrial Permit, identifying potential pollutant sources and describing the design, placement and implementation of BMPs, to effectively prevent nonstormwater Discharges and reduce Pollutants in

Stormwater Discharges during activities covered by the General Permit.

Stormwater Quality Design Volume (SWQDV) – see definition in Section 8.50.120.E.

Stormwater Runoff - stormwater which travels across any surface to the storm drain system or receiving waters.

Structural BMP – any structural facility designed and constructed to mitigate the adverse impacts of storm water and runoff pollution. The category may include both treatment control BMPs and source control BMPs.

SUSMP - the Los Angeles Countywide Standard Urban Stormwater Mitigation Plan. The SUSMP was required as part of the previous Municipal NPDES Permit (Order No. 01-182, NPDES No. CAS004001) and required plans that designate best management practices (BMPs) that must be used in specified categories of development projects.

Treatment control BMP – any engineered system designed to remove pollutants by gravity settling of particulate pollutants, filtration, biological uptake, media absorption or any other physical, biological, or chemical process.

Urban Runoff - surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial, or industrial activities involving the use of potable and non-potable water.

Waters of the State – any surface water or ground water, including saline waters, within the boundaries of the state.

Water Quality Standards – those water quality standards and/or water quality objectives adopted by either the State Board and/or US EPA for the Los Angeles Region.

8.50.030 Illicit discharges.

- A. Except as otherwise conditionally authorized by the Permit or any other NPDES permit, and subject to any requirements specified by the Director, no person shall:
1. Discharge non-stormwater to the City's MS4 or to receiving waters except in compliance with the requirements of this chapter;
 2. Cause, allow or facilitate any prohibited discharge;
 3. Discharge, cause, allow or facilitate any discharge that may cause or threaten to cause a condition of pollution or nuisance as defined in Water Code section 13050, that may cause, threaten to cause or contribute to an exceedance of any water quality standard in Statewide Water Quality Control Plan, California Toxics Rule, or Basin Plan, or that may cause or contribute to the violation of any receiving water limitation.
- B. Notwithstanding subsection 8.50.030.A, discharges from the following activities are conditionally exempt from the non-storm water discharge prohibition, provided they are not a source of pollutants to the storm drain system and to receiving waters when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act, or this ordinance:
1. Authorized non-stormwater discharges from emergency fire-fighting activities (i.e., flows necessary for the protection of life or property);
 2. landscape irrigation;
 3. uncontaminated foundation and footing drains;

4. uncontaminated water from crawl space pumps;
 5. air conditioning condensation;
 6. uncontaminated non-industrial roof drains;
 7. natural springs;
 8. individual residential and occasional non-commercial car washing;
 9. dechlorinated/debrominated swimming pool/spa discharges not including swimming pool/spa filter backwash, bacteria, detergents, wastes, or algaecides, or any other chemicals such as salts in excess of applicable water quality standards; and
 10. street and sidewalk wash waters resulting only from use of high pressure, low volume spray washing using only potable water with no cleaning agents at an average usage of 0.006 gallons per square feet of area.
- C. The following categories of non-storm water discharges are conditionally exempt from the non-storm water discharge prohibition, provided they meet all required conditions specified below:
1. Discharges from essential *non-emergency* fire-fighting activities provided appropriate BMPs specified in the Permit;
 2. Discharges from drinking water supplier distribution systems, where not otherwise regulated by an individual or general NPDES permit provided appropriate BMPs as specified in the Permit. Additionally a drinking water supplier must: (1) provide notification to the City of Covina's Public Works Director 72 hours prior all planned discharges greater than 100,000 gallons and as soon as possible after an unplanned discharge; (2) monitor for any pollutants of concern in the drinking water supplier distribution system release; and (3) provide record keeping.
- D. The Director may limit or prohibit any discharge which is conditionally authorized by subsection 8.50.030.B and C and the Permit if the discharge is a source of pollutants or causes or contributes to an exceedance of applicable receiving water limitations or water quality based effluent limitations, including but not limited to imposing conditions on such discharge, requiring control measures and other actions to reduce pollutants, requiring diversion of the discharge to the sanitary sewer, or requiring pretreatment. Any conditionally authorized discharge must comply with all terms and conditions required by the City, State or Regional Water Board.
- E. The Director may require any person to obtain a permit from the City before discharging, or causing, allowing, or facilitating any discharge to the MS4. It is unlawful to discharge, cause, allow, or facilitate any discharge to the MS4 in violation of any permit so required.

8.50.040 Illicit connections.

A. No person shall:

1. Construct, maintain, operate and/or utilize any illicit connection to the City's MS4.
2. Act, cause, permit or suffer any agent, employee, or independent contractor, to construct, maintain, operate or utilize any illicit connection.

8.50.050 Waste disposal.

- A. **Generally.** Except when deposited into containers or in lawfully established dumping areas, no person shall throw, deposit, place, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained or kept, any refuse, rubbish, food waste, garbage, hazardous materials or any other discarded or abandoned objects, articles or accumulations in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any public or private plot of land in the city, so that the same might be or become a pollutant, except in containers, recycling bags, or other lawfully established waste disposal facilities. No person shall dispose of hazardous wastes into trash containers used for municipal trash disposal so as to cause a discharge into the municipal separate storm sewer system.
- B. **Sidewalks.** Each person responsible for any real property adjacent to a paved sidewalk shall maintain said sidewalk free of dirt or litter. Sweepings from sidewalks shall not be swept or otherwise made or allowed to go into the gutter or roadway, but shall be disposed of in receptacles maintained on such real property as required for garbage disposal.
- C. **Animal waste.** Each person responsible for any animal shall promptly pick up animal waste and properly dispose of it in a trash receptacle.
- D. **Landscape debris.** No person shall intentionally cause leaves, dirt, or other debris to be deposited in or upon any street, alley, sidewalk, parkway, or other public right-of-way.

8.50.060 BMPs and permits authorized and required

- A. Each owner, operator, or person in charge of day to day activities of any site that may discharge any pollutant to the City's MS4 shall obtain any permit and implement those control measures and BMPs as the Director may require. Properties with a high potential threat of discharge may be required to implement a monitoring program that meets standards as determined necessary by the City.
- B. The Director may require any person responsible for any industrial or commercial facility or new or redevelopment project to submit documentation demonstrating coverage by and compliance with any applicable permit, including copies of any notice of intent, storm water pollution prevention plans, inspection reports, monitoring results, and other information deemed necessary to assess compliance with this chapter or any NPDES permit.
- C. The Director may require any person responsible for any industrial or commercial facility or new or redevelopment project to enter into an agreement for the operation and maintenance of any structural control measures and to record such agreement with the County Recorder's office.
- D. The following BMPs are hereby required:
 - 1. No vehicle, machinery, device or storage container shall be allowed to leak, spill or discharge in any manner oil, grease, coolant, or other hazardous material onto any street, alley, road, parking area, or surface in the city whereon such pollutants or hazardous materials can or may be conveyed into the MS4 or any receiving water by storm water or non-storm-water runoff.
 - 2. Objects such as vehicle motor parts containing grease, oil or other hazardous substances, and unsealed receptacles containing hazardous materials, shall not be stored in areas susceptible to storm water runoff or stored so that they may leak into the MS4.
 - 3. Any machine which is to be repaired or maintained in an uncovered outdoor area shall be placed on a pad of absorbent material to contain leaks, spills or small discharges. Any absorbent material used to contain such leaks, spills or discharges shall be properly disposed of.
 - 4. Machinery and equipment, including motor vehicles, which are leaking oil or fluid must be repaired.

5. The uncovered outdoor storage of unsealed containers containing grease, oil, or other hazardous substances is prohibited in areas susceptible to runoff.
6. The discharge of wash waters into the MS4 from the cleaning or washing of gas stations, automotive repair facilities and other types of automotive service facilities is prohibited.
7. The discharge of wastewater into the MS4 from mobile auto washing, steam cleaning, mobile carpet cleaning and other such mobile commercial and industrial operations is prohibited.
8. The discharge of wastewater from the washing of toxic material from paved or unpaved areas or the washing out of concrete trucks or concrete or cement-laden pumps, tools, and equipment into the MS4 is prohibited.
9. The discharge into the MS4 of wastewater from the washing of impervious surfaces in industrial/commercial areas is prohibited.
10. Commercial/industrial parking lots with more than 25 parking spaces, or fewer than 25 spaces if required by the City, located in areas potentially exposed to storm water shall be kept clear of debris and excessive oil buildup and cleaned no less than two times per month and/or inspected no less than two times per month to determine if cleaning is necessary. In no case shall a parking lot be cleaned less than once a month.
11. The discharge of chlorinated/brominated swimming pool water and filter backwash into the MS4 is prohibited.
12. In areas exposed to storm water, the use of best management practices (including but not limited to the practices set forth in subsections (A) through (K) of this section) and/or removal and lawful disposal of all fuels, chemicals, fuel and chemical wastes, animal wastes, garbage, batteries, and other materials which have potential adverse impacts on water quality shall be required. Treatment control best management practices must be properly operated and maintained to prevent the breeding of vectors.
13. Dumping or disposal of the following materials into the MS4 system is prohibited: construction debris; any state or federally banned or unregistered pesticides; food and food processing wastes; and fuel and chemical wastes, animal wastes, garbage, batteries, and other materials that have potential adverse impacts on water quality.

8.50.070 Monitoring, information collection, and reporting.

- A. The Director may require any person discharging or causing, allowing, or facilitating a discharge to the MS4 or receiving waters to take any or all of the following actions, at that person's cost:
 1. to submit information necessary to comply with the General Permit or to confirm that person's compliance with this chapter;
 2. to monitor discharges and submit reports of discharge activities;
 3. to maintain records of monitoring and discharging; and
 4. to take any other action necessary to comply with the Permit or this chapter.

8.50.080 Notification of Discharge

- A. Notwithstanding any other requirement of law, any known or suspected release of materials, pollutants or waste, which may result in pollutants or non-storm water discharges entering storm

water, the storm drain system or waters of the state or United States, shall be reported immediately in the following manner by any person in charge of a premises or responsible for the premises' emergency response:

1. The release of a hazardous material shall be immediately reported to emergency services by emergency dispatch services (911).
 2. The release of a non-hazardous material shall be reported as follows:
 - (a) to the Director and to the 24-hour storm water hotline by phone no later than 5:00 P.M. on the same business day, Monday through Thursday;
 - (b) If the release occurs after 5:00 P.M. Monday through Thursday, on a Friday, weekend or holiday, to the 24-hour storm water hotline on the same day and to the Director by telephone on the next business day;
 - (c) A written notification of the release shall also be made to the Director within five business days of the release. A copy of the written notice shall be retained at the premises for at least three (3) years.
- B. In addition to the above requirements, the release of any hazardous materials or substances, sewage, oil, or petroleum to any waters of the state, or discharged or deposited where it is or probably will be discharged in or on any waters of the state, shall be reported to the State Office of Emergency Services, as required by Sections 13271 and 13272 of California Water Code.

8.50.090 Right to enter, inspect, monitor and sample

- A. **Right to Inspect.** The Director shall have the authority to make an inspection to enforce the provisions of this chapter, and to ascertain whether the purposes of this chapter are being met.
- B. **Entry to Inspect.** The Director may enter both public and private property to investigate the source or potential source of any discharge of a pollutant to any public street, inlet, gutter, storm drain or the MS4 located within the jurisdiction of the City.
- C. **Compliance Assessments.** The Director may inspect property for the purpose of verifying compliance with this chapter.
- D. **Portable Equipment.** For purposes of verifying compliance with this chapter, the Director may inspect any vehicle, truck, trailer, tank truck or other mobile equipment.
- E. **Records Review.** When required by the Director, by this chapter, or by any law or regulation, maintenance records must be kept on-site and remain available for inspection. Failure to keep records on site and available for inspection shall constitute a violation of this chapter. The Director may inspect, review and copy all records relating to any discharge to the MS4 or receiving waters.
- F. **Sample and Test.** The Director may inspect, sample and test any area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any contained contents) and treatment system discharge for the purpose of determining the potential for the discharge of pollutants to the stormwater drainage system. The Director may investigate the integrity of all storm drain and sanitary sewer systems, any legal nonconforming connection or other pipelines on the private property using appropriate tests, including, but not limited to, smoke and dye tests or video surveys. The Director may take photographs or videotapes, make measurements or drawings and create any other record

reasonably necessary to document conditions on the property.

- G. **Monitoring.** The Director may erect and maintain monitoring devices for the purpose of measuring any discharge or potential source of discharge to the MS4.
- H. **Interference with Inspector Prohibited.** No person shall, during reasonable hours, refuse, restrict, resist or attempt to resist the entrance of the Director into any building, factory, plant, yard, construction project or other place or portions thereof in the performance of the duties conferred by law.
- I. **Cost Recovery.** If an inspection pursuant to this section results in an enforcement action, the City may issue an invoice of costs and/or recover its inspection costs pursuant to Section 8.50.150.G.

8.50.100 Construction sites requiring a building permit and/or a grading plan.

- A. **Generally.** In addition to any other requirements set forth in this Chapter, prior to obtaining a grading or building permit, each operator of any construction activity shall submit evidence to the Director that all applicable permits have been obtained, including but not limited to the State Water Board's Construction Permit and State Water Board 401 Water Quality Certification. Each operator of any construction activity shall implement such an erosion and sediment control plan and BMPs required by the Director to ensure that discharges of pollutants are effectively prohibited and will not cause or contribute to an exceedance of water quality standards. A SWPPP prepared in accordance with the General Construction Permit may be substituted for an erosion and sediment control plan. All construction and grading activities shall comply with applicable laws and regulatory documents, including all applicable City ordinances and the City's Permit regulating discharges into and from the storm drain system.
- B. **Erosion and Sediment Control Plan Required.** In addition to any other requirements set forth in this Chapter, prior to obtaining a grading or building permit, each operator of any construction site of less than one (1) acre shall cause to be prepared and submitted to the City an erosion and sediment control plan. No operator of any construction activity shall commence any construction activity prior to receiving written approval of the erosion and sediment control plan from the Director.
- C. **Erosion and Sediment Control Plan Contents.** An erosion and sediment control plan must address the following elements, at a minimum:
 - 1. For construction sites of less than one acre:

best management practices designed to control erosion and sediment, and manage waste and non-storm water in accordance with the Permit; and
 - 2. For construction sites of one acre or more:
 - (a) All elements of a Storm Water Pollution Prevention Plan;
 - (b) Methods to minimize the footprint of the disturbed area and to prevent soil compaction outside of the disturbed area;
 - (c) Methods to protect native vegetation and trees;
 - (d) Sediment and erosion control;
 - (e) Controls to prevent tracking on and off the site;

- (f) Non-storm water control (e.g., vehicle washing, dewatering, etc.);
- (g) Material management (delivery and storage);
- (h) Spill prevention and control;
- (i) Waste management (e.g., concrete washout, waste management, sanitary waste management);
- (j) Identification of site Risk Level as identified per the Construction Permit;
- (k) Rationale for the selection and design of the proposed BMPs, including quantifying the expected soil loss from different BMPs; and
- (l) Any other element required by the Director.

D. **Erosion and Sediment Control Plan Development.** For construction sites one acre or greater, erosion and sediment control plans must be developed and certified by a Qualified SWPPP Developer. Structural BMPs shall be designed by a licensed California Engineer.

E. **Erosion and Sediment Control Plan Certification.** For construction sites one acre or greater, erosion and sediment control plans shall be signed by the landowner or landowner's agent, certifying as follows:

"I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that submitting false or inaccurate information, failing to update the erosion and sediment control plan to reflect current conditions, or failing to properly or adequately implement the erosion and sediment control plant may result in revocation of grading and other permits and other sanctions provided by law."

8.50.110 Industrial Activity Sites.

A. In addition to any other requirement imposed by this chapter, every person responsible for industrial and commercial facilities or operations, or owning commercial or industrial facilities or property which will, or may, result in pollutants entering storm water, the storm drain system, or receiving waters, shall first obtain any required NPDES storm water permit and shall install and maintain BMPs consistent with the CASQA Industrial/Commercial BMP Handbook or equivalent. BMPs must be designed to implement the requirements of this chapter and any applicable permit.

B. At a minimum, every person responsible for industrial and commercial facilities shall implement effective BMPs to control the following pollutant generating activities:

1. accidental spills and leaks;
2. vehicle and equipment fueling, cleaning and repair;
3. outdoor liquid and raw materials storage;
4. outdoor equipment operations;
5. storage and handling of solid waste;

6. building and grounds maintenance;
7. parking and storage area maintenance;
8. storm water conveyance system maintenance practices;
9. sidewalk washing – remove all trash, debris and free standing oil, grease spills and leaks from the area before washing; and
10. street washing – divert wash water away from MS4

8.50.120 Low Impact Development

- A. Objective.** The provisions of this section contain requirements for construction activities and facility operations of Development and Redevelopment projects to comply with the current “Los Angeles Municipal NPDES Permit,” lessen the water quality impacts of development by using smart growth practices, and integrate LID design principles to mimic predevelopment hydrology through infiltration, evapotranspiration and rainfall harvest and use. LID shall be inclusive of SUSMP requirements.
- B. Scope.** This Section contains requirements for stormwater pollution control measures in Development and Redevelopment projects and authorizes the City of Covina to further define and adopt stormwater pollution control measures, develop LID principles and requirements, including but not limited to the objectives and specifications for integration of LID strategies, alternative compliance for technical infeasibility from the requirements of the onsite retention requirements, and collect funds for projects that are granted alternative compliance for technical infeasibility. Except as otherwise provided herein, the City of Covina shall administer, implement and enforce the provisions of this Section.
- C. Applicability.** The following Development and Redevelopment projects, termed “Planning Priority Projects,” shall comply with the requirements of this Section:
1. All development projects equal to 1 acre or greater of disturbed area that adds more than 10,000 square feet of impervious surface area.
 2. Industrial parks 10,000 square feet or more of surface area.
 3. Commercial malls 10,000 square feet or more of surface area.
 4. Retail gasoline outlets with 5,000 square feet or more of surface area.
 5. Restaurants (Standard Industrial Classification (SIC) of 5812) with 5,000 square feet or more of surface area.
 6. Parking lots with 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces.
 7. Street and road construction of 10,000 square feet or more of impervious surface area.
 8. Automotive service facilities (Standard Industrial Classification (SIC) of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) 5,000 square feet or more of surface area.
 9. Projects located in or directly adjacent to, or discharging directly to an Environmentally Sensitive Area (ESA), where the development will:
 - a. Discharge stormwater runoff that is likely to impact a sensitive biological species or habitat; and
 - b. Create 2,500 square feet or more of impervious surface area
 10. Single-family hillside homes.
 11. Redevelopment Projects
 - a. Land disturbing activity that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site on Planning Priority Project categories.
 - b. Where Redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, the entire project must be mitigated.

- c. Where Redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, only the alteration must be mitigated, and not the entire development.
 - d. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.
 - e. Existing single-family dwelling and accessory structures are exempt from the Redevelopment requirements unless such projects create, add, or replace 10,000 square feet of impervious surface area.
- D. Effective Date.** The Planning and Land Development requirements contained in Section 7 of Order No. R4-2012-0175 became effective 90 days from the adoption of the Permit (February 6, 2013). This includes Planning Priority Projects that are discretionary permit projects or project phases that have not been deemed complete for processing, or discretionary permit projects without vesting tentative maps that have not requested and received an extension of previously granted approvals within 90 days of adoption of the Permit. Projects that have been deemed complete within 90 days of adoption of the Permit are not subject to the requirements of this Section.
- E. Stormwater Pollution Control Requirements.** The Site for every Planning Priority Project shall be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use.
1. A new Single-Family Hillside home development shall include mitigation measures to:
 - a. Conserve natural areas;
 - b. Protect slopes and channels;
 - c. Provide storm drain system stenciling and signage;
 - d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
 - e. Direct surface flow to vegetated areas before discharge, unless the diversion would result in slope instability.
 2. Street and Road Construction of 10,000 square feet or more of impervious surface area (and street and road redevelopment that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site), in addition to complying with all other applicable provisions of Section 8.50.120 shall employ green street strategies per the USEPA guidance manual, "Managing Wet Weather with Green Infrastructure: Green Streets" (EPA-833-F-08-009, December 2008) to the maximum extent practicable.
 3. The remainder of Planning Priority Projects shall prepare a LID Plan to comply with the following:
 - a. Retain stormwater runoff onsite for the Stormwater Quality Design Volume (SWQDv) defined as the runoff from:
 - i. The 85th percentile 24-hour runoff event as determined from the Los Angeles County 85th percentile precipitation isohyetal map; or
 - ii. The volume of runoff produced from a 0.75 inch, 24-hour rain event, whichever is greater.
 - b. When, as determined by the Director, 100 percent onsite retention of the SWQDv is technically infeasible, partially or fully, the infeasibility shall be demonstrated in the submitted LID Plan. The technical infeasibility may result from conditions that may include, but are not limited to:

- i. The infiltration rate of saturated in-situ soils is less than 0.3 inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDv onsite.
 - ii. Locations where seasonal high groundwater is within five (5) to ten (10) feet of surface grade;
 - iii. Locations within 100 feet of a groundwater well used for drinking water;
 - iv. Brownfield development sites or other locations where pollutant mobilization is a documented concern;
 - v. Locations with potential geotechnical hazards;
 - vi. Smart growth and infill or redevelopment locations where the density and/ or nature of the project would create significant difficulty for compliance with the onsite volume retention requirement.
- c. If partial or complete onsite retention is technically infeasible, the project Site may biofiltrate 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite. Biofiltration BMPs must adhere to the design specifications and requirements specified in the Municipal NPDES Permit.
- i. Additional alternative compliance options such as offsite infiltration may be available to the project Site. The owner, operator, or applicant for the project Site shall contact the City of Covina to determine eligibility.
- d. The remaining SWQDv that cannot be retained or biofiltered onsite must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required per the Municipal NPDES Permit. Flow-through BMPs may be used to treat the remaining SWQDv and must be sized based on a rainfall intensity of:
- i. 0.2 inches per hour, or
 - ii. The one-year, one-hour rainfall intensity as determined from the most recent Los Angeles County isohyetal map, whichever is greater.
- e. A Multi-Phased Project may comply with the standards and requirements of this section for all of its phases by: (a) designing a system acceptable to the Director to satisfy these standards and requirements for the entire Site during the first phase, and (b) implementing these standards and requirements for each phase of Development or Redevelopment of the Site during the first phase or prior to commencement of construction of a later phase, to the extent necessary to treat the stormwater from such later phase. For purposes of this section, "Multi-Phased Project" shall mean any Planning Priority Project implemented over more than one phase and the Site of a Multi-Phased Project shall include any land and water area designed and used to store, treat or manage stormwater runoff in connection with the Development or Redevelopment, including any tracts, lots, or parcels of real property, whether Developed or not, associated with, functionally connected to, or under common ownership or control with such Development or Redevelopment.

F. Non-Planning Priority Projects. For new development or redevelopment projects not meeting the "Planning Priority Projects" thresholds, but which may potentially have adverse impacts on post-development storm water quality, a site-specific plan including post-construction design, source and/or treatment control to mitigate storm water pollution shall be required where one or more of the following project characteristics exist:

1. Vehicle or equipment fueling areas;
2. Vehicle or equipment maintenance areas, including washing and repair;
3. Commercial or industrial waste handling or storage;
4. Outdoor handling or storage of hazardous materials;
5. Outdoor manufacturing areas;
6. Outdoor food handling or processing;
7. Outdoor animal care, confinement, or slaughter; or
8. Outdoor horticultural activities.

- G. Other Agencies.** The City, in conjunction with one (1) or more cities or with the County, may apply to the Regional Water Board for approval of a regional or sub-regional storm water mitigation program to substitute in part or wholly for the provisions of this chapter for the area covered by the regional or sub-regional storm water mitigation program. If the Regional Water Board approves the program, the provisions of the program shall apply in lieu of any conflicting provisions of this chapter.
- H. Conditional Use Permit.** For any development project requiring a conditional use permit (“CUP”) or other discretionary entitlement required under Title 17, or other applicable Title, of the Covina Municipal Code, the LID plan shall be approved prior to the issuance of any such CUP or other discretionary entitlement.
- I. Certification.** As a condition for issuing a certificate of occupancy for a new development or redevelopment project the applicant, facility operators and/or owners, as appropriate shall:
 - 1. Construct and/or employ all stormwater control BMPs identified in the approved development planning documents;
 - 2. Prepare and obtain the Director’s approval of an operation and maintenance plan and monitoring plan for all LID/SUSMP BMPs and LID/SUSMP control features incorporated into the project;
 - 3. Submit a signed certification stating that the project site and all BMPs will be employed and maintained in compliance with the City’s LID/SUSMP ordinance and other applicable regulatory requirements until the responsibility for such maintenance is legally transferred; and
 - 4. The owner of the project shall record a covenant agreement or similar document, in the office of the Los Angeles County Registrar-Recorder/County Clerk indicating that the owner of the subject development is aware of and agrees to the requirements this section and to operate and maintain all LID/SUSMP BMPs and control features. The covenant agreement shall also include a diagram of the development project indicating the location(s) and type(s) of LID/SUSMP BMPs incorporated into the development project.
- J. Fees.** City Council may establish fees for services provided under this Chapter, as authorized under Sections 66016 and 66018 of the California Government Code.

8.50.130 Response plans

The Director may, together with the City Attorney, develop and implement a Progressive Enforcement Policy setting forth enforcement procedures and actions to address repeat and continuing violations of this chapter, a Spill Response Plan setting forth the procedures, roles and responsibilities for investigating, cleaning up and reporting spills, and landscape water use efficiency guidelines.

8.50.140 Enforcement - Violations

- A. A violation of this Chapter shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate or utilize an illicit connection or to cause, allow or facilitate any prohibited discharge.
- B. The Director may, in addition to any other remedies provided in this Chapter or available under applicable law, take enforcement action against violators of this chapter through any combination of the enforcement options set forth in this article.

8.50.150 Enforcement – Administrative remedies

- A. **Notice of Violation.** The Director may deliver to the owner or occupant of any property, or to any person responsible for an illicit connection or prohibited discharge a Notice of Violation. The Notice of Violation shall be delivered in accordance with Section 8.50.200 of this chapter.
 - 1. The Notice of Violation shall identify the provision(s) of this chapter or the applicable permit

which has been violated. The Notice of Violation shall state that continued noncompliance may result in additional enforcement actions against the owner, occupant and/or person.

2. The Notice of Violation shall state a compliance date that must be met by the owner, occupant and/or person; provided, however, that the compliance date may not exceed ninety (90) days unless the Director extends the compliance deadline an additional ninety (90) days where good cause exists for the extension. Uncontrolled sources of pollutants shall be abated immediately and in no case longer than thirty (30) days.
- B. **Administrative Compliance Orders.** Separate from, in addition to, or in combination with a Notice of Violation or Cease and Desist Order, the Director may issue an Administrative Compliance Order against the owner and occupant of any public or private property and any other person responsible for a violation of this chapter. Issuance of a Notice of Violation or Cease and Desist Order is not a prerequisite to the issuance of an Administrative Compliance Order.
- C. **Cease and Desist Orders.** The Director may issue a Cease and Desist Order directing the owner or occupant, or other person in charge of day-to-day operations of any public or private property and any other person responsible for a violation of this chapter to, immediately or by a specified day or time:
1. discontinue any illicit connection, or illicit discharge to the MS4;
 2. contain or divert any flow of non-stormwater off the property, where the flow is occurring in violation of any provision of this chapter;
 3. discontinue any other violation of this chapter; and
 4. clean up the area affected by the violation;
 5. implement BMPs and take other actions necessary to comply with the requirements of this Chapter.
- D. **Monetary Penalty.** In addition to, or in combination with a Notice of Violation, Administrative Compliance Order or Cease and Desist Order, the Director may issue a civil penalty for violations of this chapter. The Notice of Violation, Administrative Compliance Order, or Cease and Desist Order to which the penalty will attach shall allege the act(s) or failure(s) to act that constitute violations of this chapter and shall set forth the penalty for the violation.
1. The Director may impose the following monetary penalties, in addition to other appropriate corrective action requirements:
 - (a) An amount that shall not exceed one hundred dollars (\$100.00) for each day a person fails or refuses to provide the City with any report or information required by this chapter.
 - (b) An amount that shall not exceed two hundred dollars (\$200.00) for each day a person fails or refuses to timely comply with a Notice of Violation or Cease and Desist Order or fails or refuses to remedy any source of a continuing violation as required by the Director or this chapter.
 - (c) An amount that shall not exceed one thousand dollars (\$1,000.00) per day for each day on which a person violates Section 8.50.030 or Section 8.50.040 of this chapter.
 2. The amount of any penalties imposed under this section which have remained delinquent for a period of sixty (60) days may become a special assessment against the real property

of the person violating this chapter.

3. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.
 4. If the identity of the owner of the real property can be determined, the City shall make its best effort to provide notice of the special assessment to the owner by certified mail at the time of imposing the assessment. Such notice will specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. Assessment of administrative fines as provided hereunder does not preclude assessment of other costs of abatement of any nuisance against the same property at a later date.
 5. If any real property against which the special assessment relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.
 6. A sale of vacant residential developed property for which the payment of a special assessment imposed pursuant to this Chapter is delinquent may be conducted, subject to the requirements applicable to the sale of property pursuant to Section 3691 of the Revenue and Taxation Code.
 7. Notices or instruments relating to the special assessment shall be entitled to recordation.
- E. **City's Performance of Work.** The Director may enter property to perform abatement activities or conduct cleanup work in the event abatement or cleanup activities ordered pursuant to this Chapter are not conducted within by the established deadline. In the event a violation of this Chapter constitutes an imminent danger to public safety or the environment, the Director may enter the property from which the violation emanates, conduct abatement activities and restore any property affected by the violation. To the extent reasonably practicable, informal notice shall be provided to the owner or occupant prior to abatement. If necessary to protect the public safety or the environment, abatement may proceed without prior notice to or consent from the owner or occupant thereof and without judicial warrant.
- F. **Judicial Confirmation.** The City may, at its option, elect to petition the Superior Court to confirm any order establishing administrative penalties and enter judgment in conformity therewith in accordance with the provisions of Sections 1285 to 1287.6, inclusive, of the California Code of Civil Procedure.
- G. **Recovery of Costs.** The Director may deliver to the owner or occupant of any property, any permittee or any other person who becomes subject to a Notice of Violation or other administrative order an invoice for costs documenting any and all costs incurred by the City in cleaning up, mitigating and/or remediating a site and issuing the Notice of Violation or other administrative order and directing payment to the City. An invoice for costs shall be delivered in accordance with Section 8.50.200 of this chapter. An invoice for costs shall be immediately due and payable to the City for the actual costs incurred by the City in issuing and enforcing any notice or order. If any owner or occupant, permittee or any other person subject to an invoice for costs fails to either pay the invoice for costs or successfully appeal the invoice for costs in accordance with Section 8.50.210, then the City Attorney may institute collection proceedings.

- H. **Decision Final.** Unless timely appealed, an administrative compliance order shall be effective and final as of the date it is issued by the Director.

8.50.160 Enforcement – Civil remedies

- A. **Nuisance.** Any condition in violation of the prohibitions of this chapter, including, but not limited to, the maintenance or use of any illicit connection or the occurrence of any prohibited discharge, shall constitute a threat to the public health, safety and welfare, and is declared and deemed a nuisance pursuant to Government Code Section 38771.
1. **City Abatement.** In the event the owner of property, the operator of a facility, a permittee or any other person fails to comply with any provision of a compliance schedule issued to such owner, operator, permittee or person pursuant to this chapter, the Director may request the Enforcing Attorney to obtain an abatement warrant or other appropriate judicial authorization to enter the property, abate the condition and restore the area. Any costs incurred by the City in obtaining and carrying out an abatement warrant or other judicial authorization may be recovered pursuant to Section 8.50.160.A.3.
 - (a) **Court Order to Enjoin or Abatement.** At the request of the City Manager, the City Attorney may seek a court order to enjoin and/or abate the nuisance.
 - (b) **Notice to Owner and Occupant.** Prior to seeking any court order to enjoin or abate a nuisance or threatened nuisance, the City Manager shall provide notice of the proposed injunction or abatement to the owner and occupant, if any, of the property where the nuisance or threatened nuisance is occurring.
 2. **Emergency Abatement.** In the event the nuisance constitutes an imminent danger to public safety or the environment, the Director may enter the property from which the nuisance emanates, abate the nuisance and restore any property affected by the nuisance. To the extent reasonably practicable, informal notice shall be provided to the owner or occupant prior to abatement. If necessary to protect the public safety or the environment, abatement may proceed without prior notice to or consent from the owner or occupant thereof and without judicial warrant.
 3. **Reimbursement of Costs.** All costs incurred by the City in responding to any nuisance, all administrative expenses and all other expenses recoverable under State law, shall be recoverable from the person(s) creating, causing, committing, permitting or maintaining the nuisance.
 4. **Nuisance Lien.** All costs shall become a lien against the property from which the nuisance emanated and a personal obligation against the owner thereof in accordance with Government Code Sections 38773.1 and 38773.5. The owner of record of the property subject to any lien shall be given notice of the lien prior to recording as required by Government Code Section 38773.1. At the direction of the City Manager, the City Attorney is authorized to collect nuisance abatement costs or enforce a nuisance lien in an action brought for a money judgment or by delivery to the County Assessor of a special assessment against the property in accord with the conditions and requirements of Government Code Section 38773.5.
- B. **Injunction.** At the request of the City Manager, the City Attorney may cause the filing in a court of competent jurisdiction, of a civil action seeking an injunction against any threatened or continuing noncompliance with the provisions of this chapter.
- C. **Order for Reimbursement.** Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the City of all costs incurred in enforcing this chapter, including costs of inspection, investigation and monitoring, the costs of abatement

undertaken at the expense of the City, costs relating to restoration of the environment and all other expenses as authorized by law.

- D. **Damages.** The City Manager may cause the City Attorney to file an action for civil damages in a court of competent jurisdiction seeking recovery of (i) all costs incurred in enforcement of this chapter, including, but not limited to, costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses as authorized by law, and consequential damages, (ii) all costs incurred in mitigating harm to the environment or reducing the threat to human health, and (iii) damages for irreparable harm to the environment.
- E. **Damages from trespass or nuisance on public land.** The City Attorney is authorized to file actions for civil damages resulting from any trespass or nuisance occurring on public land or to the MS4 from any violation of this chapter where the same has caused damage, contamination or harm to the environment, public property or the MS4.

8.50.170 Enforcement – Criminal remedies

- A. **Infractions.** Any person who may otherwise be charged with a misdemeanor under this chapter may be charged, at the discretion of the City Attorney, with an infraction punishable by a fine of not more than one hundred dollars (\$100.00) for a first violation, two hundred dollars (\$200.00) for a second violation, and a fine not exceeding five hundred dollars (\$500.00) for each additional violation occurring within one (1) year.
- B. **Misdemeanors.** Any person who negligently or knowingly violates any provision of this chapter, undertakes to conceal any violation of this chapter, continues any violation of this chapter after notice thereof, or violates the terms, conditions and requirements of any permit issued pursuant to this chapter, shall be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for a period of not more than six (6) months, or both.

8.50.180 Enforcement – Non-exclusive remedies

Each and every remedy available for the enforcement of this chapter shall be nonexclusive and it is within the discretion of the Director or Enforcing Attorney to seek cumulative remedies, except that multiple monetary fines or penalties shall not be available for any single violation of this chapter.

8.50.190 Enforcement – Non-consecutive violations

Each day in which a violation occurs and each separate failure to comply with either a separate provision of this chapter, an Administrative Compliance Order, a Cease and Desist Order or a permit issued pursuant to this chapter, shall constitute a separate violation of this chapter punishable by fines or sentences issued in accordance herewith.

8.50.200 Enforcement – Notices

Delivery of Notice. Any Notice of Violation, Administrative Compliance Order, Cease and Desist Order or Invoice of Costs to be delivered pursuant to the requirements of this chapter shall be subject to the following:

- A. The notice shall state that the recipient has a right to appeal the matter as set forth in Section 8.50.210 of this chapter.
- B. Delivery shall be deemed complete upon personal service to the recipient; deposit in the U.S. mail, postage pre-paid for first class delivery, facsimile service with confirmation of receipt, or by

any other means permitted by law.

- C. Where the recipient of notice is the owner of the property, the address for notice shall be the address from the most recently issued equalized assessment roll for the property or as otherwise appears in the current records of the City.

Where the owner or occupant of any property cannot be located after the reasonable efforts of the Director, a Notice of Violation or Cease and Desist Order shall be deemed delivered after posting on the property for a period of five (5) business days.

8.50.210 Appeals

Any person subject to a Notice of Violation, Administrative Compliance Order, or Cease and Desist Order aggrieved by the issuance of an order may request a hearing and may appeal from the decision thereof in accordance with the procedures set forth in Chapter 1.26 of this Code. A person subject to an order to remedy a condition which poses an immediate threat to the public health, safety or welfare shall comply with that order during the pendency of any appeal. To the extent that any provision of this section conflicts with the provisions of Chapter 1.26, the provisions contained in Chapter 1.26 shall control.

8.50.220 Judicial review

The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any act taken pursuant to this chapter. Parties seeking judicial review of any action taken pursuant to this chapter shall file such action within ninety (90) days of the occurrence of the event for which review is sought.

8.50.230 Fees.

Fees to be charged for plan checking, inspections, monitoring, mitigation, remediation or cleanup efforts and any other activities carried out by the City under this Chapter shall be set by the City Council by resolution.

SECTION 2: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance 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 ordinance. The City Council declares that it would have adopted this ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 3: Exemption from California Environmental Quality Act. The City finds that the amendments to the Municipal Code, made pursuant to this Ordinance, are exempt from the California Environmental Quality Act ("CEQA") because the amendments are an action by a regulatory agency as authorized by state law, local ordinance or resolution for the protection of natural resources (i.e., water) under State CEQA Guidelines Section 15307 and the environment under State CEQA Guidelines Section 15308. The amendments will protect natural resources and the environment through the implementation of discharge procedures, water runoff controls, monitoring and reporting requirements, and enforcement provisions. Through these provisions, and others implemented by the amendments, the City will assure the maintenance, restoration, enhancement or protection of a natural resource and the environment. The City has also determined that the exceptions provided in State CEQA Guidelines Sections 15300.2 do not apply because the amendments' enforcement and inspection provisions, among other restrictive

provisions, will protect the environment and do not otherwise involve unusual circumstances or cumulative effects. The City Clerk shall be the custodian of record for the documentation supporting this action. Staff is hereby directed to file a Notice of Exemption with the County Clerk's Office within five (5) working days.

SECTION 4: This ordinance shall take effect thirty (30) days after its adoption.

SECTION 5. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED this 19th day of May, 2015.

Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM;

City Attorney

CERTIFICATION

I, Catherine LaCroix, Deputy City Clerk of the City of Covina, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Covina, duly held the 5th day of May, 2015, and thereafter at a regular meeting held on the 19th day of May, 2015, it was duly passed and adopted by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine LaCroix
Deputy City Clerk



COVINA HOUSING AUTHORITY **AGENDA ITEM COMMENTARY**

MEETING DATE May 19, 2015

ITEM NO. NB 1

STAFF SOURCE Debbie Pacheco, Acting Director of Finance
Nuala Gasser, Senior Housing & CDBG Economic Development
Manager *mg*

ITEM TITLE Covina Housing Authority to consider the Amended and Restated Declaration of Conditions, Covenants and Restrictions for Affordable Rental Housing between the Authority and Covina Gardens, KBS, L.P., a California Limited Partnership for the property at 200 W. Rowland Street, Covina.

STAFF RECOMMENDATION

Adopt Covina Housing Authority **Resolution No. 15-001** approving that certain Amended and Restated Declaration of Conditions, Covenants and Restrictions for Affordable Rental Housing between the Covina Housing Authority and Covina Gardens, KBS, L.P., a California Limited Partnership, for the property at 200 W. Rowland Street, Covina.

FISCAL IMPACT

There is no impact to the General Fund.

BACKGROUND

As a result of annual monitoring of the eighty-nine affordable units at 200 W. Rowland Street, Covina, it has become apparent that a definition in the Declaration of Conditions, Covenants and Restrictions for Affordable Rental Housing (Declaration), which sets the requirements for qualification for affordable housing, needs clarification.

A \$4,742,000 loan was finalized in December 2009 with Covina Gardens, KBS, L.P., a California Limited partnership (Owner), of which \$2,242,000 was a loan for rehabilitation of the property and \$2,000,000 purchased affordability covenants on the units. Under the covenants, forty-four (44) units were to be affordable to very-low income households, five (5) were to be affordable to lower-income households, and forty (40) units were to be rented to moderate-income households. The funds for the covenanted units were distributed in June 2010, when the Owner finalized other financing.

Very-low income households are those with income at fifty percent of median income or lower, adjusted for household size, including extremely low income households. Lower income households are those that earn 80% of median income or less, adjusted for family size, and includes very-low and extremely low income households. In reviewing the listing of tenants

during the 2014 recertification, there are no issues of compliance with the income groups “very-low income” and “low-income”.

In reviewing the qualifications for households who live in the units allocated to “moderate income” households, only one household qualified with income in the “moderate income” range as defined by Section 50093(b) of the California Health and Safety Code for Los Angeles County, as required by Section 2.1(a) of the Declaration. The thirty-nine other residents living in the “moderate income” units have incomes that qualify for Extremely Low Income and Very Low Income.

Based on this information, the project is not in full compliance. Several options were explored with staff and Authority counsel with the intent of causing as little disruption to the existing tenants as possible. It was determined that a change in the section of the Declaration that defines “Moderate Income” would provide the residents the flexibility to live in the Moderate units. The Declaration currently reads that the units must be rented to “persons and families of moderate income” as defined by Section 50093 (b) of the California Health and Safety Code.” Section 50093(b) states that persons and families of moderate income are those whose incomes exceed the income limit for lower income households. This limits the moderate income group to those whose income falls between 81% and 120% of median income, adjusted for household size. This definition excludes 39 of the 40 residents. By changing the definition to be “as defined by Section 50093 of the California Health and Safety Code...”, the 39 people are included as eligible tenants, and it brings the definition of “moderate income” parallel to the definitions of Low Income and Very Low Income in the Declaration. Section 50093 states

“Persons and families of low or moderate income” means persons and families whose income does not exceed 120 percent of area median income, adjusted for family size by the department in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937...Persons and families of low or moderate income” includes very low income households, as defined in Section 50105, extremely low income households, as defined in Section 50106, and lower income households as defined in Section 50079.5, and includes persons and families of extremely low income, persons and families of very low income, persons and families of low income, persons and families of moderate income, and middle-income families.

Because the current definition of moderate-income persons in the Declaration restricts persons who are allowed to live in the moderate income units to persons whose income falls between 81% and 120% of median income only, it is necessary to modify the Declaration, changing the wording in Section 2.1(a) of the Declaration to read: “...within the definition of “persons and families of low or moderate income” as defined by Section 50093 ~~(b)~~ of the California Health and Safety Code... ”.

The existing Declaration is between the Covina Redevelopment Agency and Covina Gardens, KBS, L.P. The approval of the Amended Housing Asset Transfer List by the state Department of Finance on February 21, 2013, awarded the housing properties, assets and functions of the dissolved Covina Redevelopment Agency to the Covina Housing Authority. The Declaration was amongst the assets transferred. The Amended and Restated Declaration formalizes the Authority as one of the parties to the Declaration. A red-lined copy of the Declaration, which would change the covenants as described above, is attached as Exhibit A.

The following options are available to the Board:

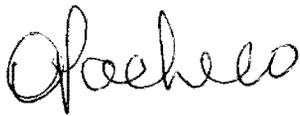
- Leave the Declaration as is—this would result in 39 people becoming ineligible for their homes and being unable to renew their lease. Additionally, it may be difficult to rent the units to households as currently defined in the Declaration, as the definition limits the number of people who would be eligible.
- Make the change as outlined in the Amended and Restated Declaration, attached—this would allow flexibility to both the owner and the residents. It would allow the residents to remain in their homes and be in compliance with income requirements. It would also update the Declaration to include the Housing Authority instead of the Redevelopment Agency as the overseeing agency.

Staff recommends the Board adopt Resolution No. 15-001 amending the covenants.

EXHIBITS

- A. Red-lined version of the Declaration
- B. Resolution

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Debbie Pacheco". The signature is written in a cursive, flowing style.

Debbie Pacheco
Acting Director of Finance
Finance Department

~~AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR AFFORDABLE RENTAL HOUSING~~

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Covina Housing Authority
125 East College Street
Covina, CA 91723-2199

(Space above for Recorder's use.)
(Exempt from Recording Fees Per Government Code
§ 410327583)

APN # 8453-002-015; 8453-002-016

~~AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR AFFORDABLE RENTAL HOUSING~~

This Amended and Restated Declaration of Conditions, Covenants and Restrictions for Affordable Rental Housing (the "Declaration") ~~is made by and between Covina Gardens, KBS, L.P., a California limited partnership (the "Owner") and the COVINA REDEVELOPMENT AGENCY, a public body (the "Agency") dated as of May 19, _____, 2015,~~ for reference purposes only, is entered into by and between the Covina Housing Authority, a public body, corporate and politic exercising governmental functions and powers and organized and existing pursuant to the Housing Authorities Law, Health and Safety Code Section 34200 et seq. ("Authority"), and Covina Gardens, KBS, L.P., a California limited partnership (the "Owner"), who agree and covenant as follows as of the date set forth below.

1. PURPOSE OF DECLARATION

This Declaration is entered into with reference to the following facts and circumstances:

1.1 Covina Gardens, KBS, L.P. as the initial owner and the Covina Redevelopment Agency have entered into a certain Participation Loan Agreement dated December 23, 2009, (the "PA"), which PA was transferred to the housing successor agency, the Covina Housing

Authority ("Authority"), with the approval of the Amended Housing Assets Transfer List by the California Department of Finance on February 21, 2013. A copy of which the PA is on file with the Agency Authority at its offices and is a public record pursuant to which the Owner is rehabilitating and improving that certain real property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

1.2 Owner and the Authority Agency previously recorded a Declaration of Conditions, Covenants and Restrictions for Affordable Rental Housing on December 28, 2009 (Document No. 20091968783) ("Original Declaration"), for the purpose of desire and intend to restricting the Property and the improvements thereon in accordance with this Declaration to preserve its value for the benefit of Owner, its successors, tenants, and the surrounding neighborhood, to impose certain restrictions for the occupancy of the Property, and to limit the rental of the rental units only to persons who meet the definition of a very low or low or moderate income persons or family at an affordable rent, except for one unit which may be the managers unit.

~~1.3 Authority has initiated a loan program (the "Program") for the purpose of increasing and improving the supply of housing located in the City of Covina (the "City") which is available at affordable housing cost to persons and families of low and moderate income and very low income households in carrying out the Redevelopment Plan for the Covina Revitalization Redevelopment Project No. One (the "Redevelopment Project") and elsewhere in the City.~~

Formatted

~~1.4 To advance the goal of the Program, the Authority has agreed to make a loan available to the Owner for the purpose of assisting in the rehabilitation of ninety (90) units of rental housing located on the Property, pursuant to the PA, which units are currently in an existing apartment development.~~

1.35 The laws of the State of California require that the use and operation of the Property be restricted in certain respects. In order to ensure that the Property will be continue to be used and operated in accordance with these restrictions, and to make minor modifications and clarifications to the Original Declaration, the Authority and the Owner have entered into this Declaration. The City of Covina (the "City") is a third party beneficiary of this Declaration

1.46 In consideration of the mutual covenants and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Owner agree as set forth below.

2. USE RESTRICTIONS

2.1 Rental Unit Occupancy and Rent Restrictions for Tenants.

- a. Affordable Rental Units. Owner hereby represents, warrants, and covenants

that Owner shall rent not less than forty (40) Rental Units on the Property to Moderate Income Eligible Person(s) who are within the definition of “persons and families of low or moderate income” as defined by Section 50093(b) of the California Health and Safety Code for Los Angeles County. Owner hereby represents, warrants, and covenants that Owner shall rent not less than forty four (44) Rental Units on the Property to Very Low Income Eligible Person(s) who are within the definition of “persons and families of very low income” as defined by Section 50105 of the California Health and Safety Code for Los Angeles County. Owner hereby represents, warrants, and covenants that Owner shall rent not less than five (5) Rental Units on the Property to Lower Income Eligible Person(s) who are within the definition of “persons and families of lower income” as defined by Section 50079.5 of the California Health and Safety Code for Los Angeles County. ~~The term “Eligible Person(s)” means a person who is within the definition of either a Moderate Income Person or Very Low Income Person as set forth in the above referenced sections of the California Health & Safety Code.~~

Formatted: Strikethrough

b. Rent. For purposes of this Section 2.1, the term “Rent” means the total of monthly payments by a tenant for a residential rental unit for the following: use and occupancy of a housing unit and land and associated facilities; any separately charged fees or service charges assessed by the lessor, other than security deposits; the cost of a reasonable level of service for utilities paid by the tenant, including electricity, gas and other heating, cooking and refrigeration fuel, but not telephone or cable service; any other interest, taxes or other fees charged for use of the land or associated facilities and, assessed by a public or private entity other than Owner, and paid by the tenant. The Authority may determine the cost of utilities by using the utility allowance promulgated by the United States Department of Housing and Urban Development under the Section 8 program for Los Angeles County.

c. Area Median Income. For purposes of this Section 2.1, the term “Area Median Income” means the median family income, as adjusted for family size, for the Los Angeles County Standard Metropolitan Statistical Area, as annually estimated by the United States Department of Housing and Urban Development, pursuant to Section 8 of the United States Housing Act of 1937, and as published under the regulations of the State of California Department of Housing and Community Development (HCD).

d. Allowable Rent. Rent payable for the Rental Unit on the Property that is occupied by Moderate Income Eligible Person(s) shall not exceed the product of thirty percent (30%) times one hundred ten percent (110%) of Median Income adjusted for family size appropriate for the unit. Rent payable for the Rental Unit on the Property that is occupied by Lower Income Eligible Person(s) shall not exceed the product of thirty percent (30%) times sixty percent (60%) of Median Income adjusted for family size appropriate for the unit. Rent payable for the Rental Unit on the Property that is occupied by Very Low Income Eligible Person(s) shall not exceed the product of thirty percent (30%) times fifty percent (50%) of Median Income adjusted for family size appropriate for the unit. Nothing contained in this Declaration shall require Owner to reduce the Rent below the amount calculated as Affordable Rent if the actual income of an Eligible Person is less than the maximum allowed as Affordable Rent for Eligible

Field Code Changed

Field Code Changed

Field Code Changed

Persons based upon the number of bedrooms in the Rental Unit. If less than three Eligible Persons occupies a two bedroom unit, the Allowable Rent shall be based upon the rate applicable to a three person household size, but the Eligible Person(s) must qualify as a Very Low Income Eligible Person, or Low or Moderate Income Eligible Person as the case may be. Allowable Rent as set forth above shall be interpreted in accordance with Section 50053 (b) (2) and (4) of the California Health and Safety Code.

Nothing in this Agreement shall preclude Owner from charging a market rent which is allowed under Section 8 as defined below or a similar government rental subsidy program so long as the out of pocket cost to Persons and Families of Very Low Income or Moderate Income does not exceed the applicable Affordable Rent for the respective income category.

e. Section 8 Program. Owner shall accept as tenants on the same basis as other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. Owner shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenant.

f. Statutory Interpretation. Reference to Sections 50053 and 50093, and 50105 of the California Health and Safety Code shall be to such Sections as they now exist.

2.2. Income Certification and Reporting.

a. Tenant Certifications. Owner shall obtain and maintain on file income and household size certifications by each tenant household obtained immediately prior to initial occupancy by such tenant household and annually thereafter, in the form entitled "Income and Household Size Certification" and attached to this Declaration as Exhibit B. Owner shall obtain updated forms for each tenant household on request by the Community Development Department of the City of Covina (the "City"), but in no event less frequently than once a year. If any Eligible Person who is a tenant at occupancy becomes ineligible because of an increase in income after occupancy, Buyer shall require such tenant to move not later than six (6) months after Buyer's receipt of the Income and Household Size Certification, provided that if person or family who rented as a Very Low Income Person or Family becomes ineligible, Owner agrees that such person or family shall be given priority to move to the next available unit for Moderate Income Persons or Family if such person or family is eligible within that income category.

b. Annual Report to Authority. Each year Owner shall submit an annual report to the City's Community Development Department, on a form to be provided by Authority consistent with Exhibit C attached hereto and made a part hereof. The annual report shall include for each rental unit covered by this Declaration the rent and the income and family size

of the household occupying the unit. The report shall also state the date the tenancy commenced for each dwelling unit. The income and household size information shall be as supplied by each tenant household in the Income and Household Size Certification form. A true copy of each such form signed by the tenant shall be attached to Developer's annual report to the City.

c. Additional Information. Owner shall provide to the City's Community Development Department any additional information required by the laws of the City, and laws and regulations of the State of California as the same may be amended from time to time.

d. Records. Owner shall maintain complete, accurate and current records pertaining to the Property and will permit any duly authorized representative of the Authority or the City's Community Development Department to inspect the books and records of Owner pertaining to the Property, including records pertaining to income and household size of tenant households.

e. Notice of Vacancy. The Owner shall notify the City Housing Division at least fourteen (14) days prior to the expected vacancy of any unit of which the Owner is aware and will give consideration to applications from prospective tenants who are referred by the City Housing Division.

3. MAINTENANCE AND OCCUPANCY

3.1. Exterior Maintenance Program. Owner shall, at its sole cost and expense, maintain and repair the Property and the improvements thereon, keeping the same in good condition and making all repairs as may be required by this Agreement and the Covina Code including but not limited to the following provisions set forth in this section 3.

a. Exterior Maintenance. All exterior, painted surfaces of any structures shall be maintained at all times in a clean and presentable manner.

b. Landscaping. All landscaping surrounding the Property shall be maintained in manner consistent with standards of the City of Covina Code (the "Code") and any rules, regulations and standards adopted pursuant to the Code. In addition, for example, the yard areas shall not contain the following: (i) lawns with grasses in excess of two (2) inches in height; (ii) trees, shrubbery, lawns or other plant life which are dying from a lack of water or other necessary maintenance; (iii) trees and shrubbery grown uncontrolled without proper pruning; (iv) vegetation so overgrown as to be likely to harbor rats or vermin; (v) dead, decayed or diseased trees, weeds and other vegetation; and (vi) inoperative irrigation systems.

c. Damage and Destruction Affecting Property - Duty to Rebuild. If all or any portion of the Property and the improvements thereon is damaged or destroyed by fire or other

casualty, it shall be the duty of Owner to rebuild, repair or reconstruct the Property in a timely manner to restore it to Code compliance condition.

d. Variance in Exterior Appearance and Design. If the Property is damaged or destroyed by casualty, Owner may not, without the prior written consent of the Authority, reconstruct, rebuild or repair the Property in a manner which will provide a different exterior appearance and lot design from that which existed prior to the date of the casualty.

e. Time Limitation. In the event of damage or destruction due to casualty, Owner shall be obligated to proceed with all due diligence to commence reconstruction within three (3) months after the damage occurs, or the insurance proceeds are received, whichever is later, and to complete reconstruction within a reasonable time after damage occurs, unless prevented by causes beyond the reasonable control of Owner.

3.2. Pre-Sale Inspection. Not later than thirty (30) days prior to a Sale of the Property, Owner shall give written notice of the impending sale to the Authority in accordance with this Section 3.2, and shall permit the Authority to inspect the Property prior to the Sale, upon reasonable prior notice from the Authority. Following such inspection, if the Authority determines that the Property is not in compliance with this Section 3, the Authority shall deliver to the Owner a list of repairs that are required to be made to the Property to comply with this Section 3. At its sole cost and expense, Owner shall complete such repairs, or provide for such repairs to be completed, to the reasonable satisfaction of the Authority prior to the Sale. With the consent of the Authority, Owner may provide for such repairs to be paid out of the portion of net Sale proceeds to be paid to Developer.

For purposes of the notice required before a Sale under this Section 3.2. of this Declaration, "Sale" means any sale, transfer, assignment or conveyance of the Property, any portion thereof interest therein, including, without limitation, any lease having a term including options in excess of five (5) years, exchange, or other disposition of any interest in the Property, whether voluntary or involuntary. Any transfer by gift, devise or inheritance to an existing spouse, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, or by devise or inheritance to children, shall not be considered a Sale for the purposes of this Declaration but Owner shall notify Authority in writing of such transfer and the name and address of the transferee not later than thirty (30) days after recordation of any such assignment or transfer of the Property.

3.3 Occupancy of the Property

Owner shall maintain occupancy limits for each of the rental units within the Property to insure that no more than two persons shall occupy any one bedroom unit and no more than four persons shall occupy any two bedroom unit.

4 NONDISCRIMINATION.

Owner covenants by and for itself, or its successors and assigns, and all persons claiming under or through it that there shall be no that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

a. In deeds the following language shall appear: "The grantee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property herein conveyed, nor shall the Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Property herein conveyed. The foregoing covenants shall run with the land."

b. In leases the following language shall appear: "The lessee covenants and agrees for his or her heirs, executors, administrators, and assigns and all persons claiming under tenant, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person, or group of persons, on account of on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the premises herein leased."

5. ENFORCEMENT

5.1 Remedies. Breach of the covenants contained in this Declaration may be enjoined, abated or remedied by appropriate legal proceeding.

5.2 Rights of the Authority. As a party to this Declaration, the Authority is entitled to the following rights:

a. The Authority has the right, but not the obligation, to enforce all of the provisions of this Declaration. If the Authority should fail to exist, the City shall have the right to enforce the terms of this Declaration.

b. Any amendment to the Declaration shall require the written consent of the Authority.

5.3 Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

5.4 Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5.5 Right of Entry to Perform Maintenance. If Owner shall fail to maintain the improvements on the Property in accordance with the requirements of section 3.1 of this Declaration, and such condition is not corrected within thirty (30) days after written notice from Authority, either the City or Authority may enter upon the Property and perform such landscape and exterior maintenance at the Owner's expense. Owner shall promptly reimburse the City or Authority for such expenses upon receipt of a statement for such expenses. Any amount not paid within thirty (30) days after receipt of such statement shall bear interest at the rate of ten percent (10%) from the date of such statement until fully paid.

6. GENERAL PROVISIONS

6.1 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

6.2 Construction. The provisions of this Declaration shall be liberally construed for the purpose of maintaining the physical condition and appearance of the Property and its use for occupancy by persons and families of not greater than moderate income. The article and section

- 8 -

headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

6.3 Amendments. This Declaration may be amended only by the written agreement of Owner and the Authority, or with the consent of the City if the Authority should cease to exist or operate.

6.4 Notices. Any notice permitted or required to be delivered as provided herein to Owner shall be in writing and may be delivered either personally or by first-class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to Owner at the street address of the Property. Such address may be changed from time to time by notice in writing to the Authority, which shall be made by certified mail to the Covina Housing Authority c/o the City of Covina, 125 East College Street, Covina, CA 91723-2199 and shall be effective upon receipt.

6.5 Term of Declaration. Section 2.1 of this Declaration which apply rental occupancy restrictions and other provisions of this Declaration, other than Section 4, shall expire ~~fifty-five (55) years from the date of recordation of this Declaration, but not earlier than January 1, 2065~~ on December 28, 2064. Section 4 of this Declaration relating to nondiscrimination shall run in perpetuity. ~~Notwithstanding anything to the contrary contained in this Declaration, if no portion of the loan in the amount of \$4,742,000 funds within six (6) months after the recordation of this Declaration, this Declaration and all loan documents executed in connection herewith shall terminate, the Authority shall have no obligation to fund the loan, the property tax exemption shall terminate and the Authority shall record a termination of this Declaration.~~

6.6 Authority Deed of Trust. This Declaration is secured by an Authority Deed of Trust recorded concurrently herewith with the Original Declaration to insure performance in accordance with the terms of this Declaration.

6.7 Burden and Benefit. Authority and Owner understand and hereby acknowledge that the burden of the covenants set forth in this Declaration touch and concern Owner's land. Owner and Authority also understand and hereby acknowledge that the benefit of such covenants touch and concern Authority's land by enabling the redevelopment of the Property and the occupancy of the Property by Eligible Persons.

6.8 Covenants to Run with Land. Authority and Owner declares their express intent that the covenants, conditions and restrictions set forth herein shall be deemed covenants running with the land and shall be deemed equitable servitude and shall pass to and be binding upon successors in title to the Property and benefit the Authority and City which own interests in real property within the streets and other parcels, including but not limited to that real property described on Exhibit D attached hereto and made a part hereof.

- 9 -

6.9 Subordination. The Authority has found and declared by Resolution No. 09-599 that an economically feasible method of financing, refinancing or assisting the development of the affordable units on substantially comparable terms and conditions without subordination is not reasonably available.

Any first lien on the Property ("First Lien") held by an institutional lender or other lender approved by Authority (the "Lender") shall be prior and superior to this Declaration and the Authority Deed of Trust, provided that the amount of the First Lien does not exceed the original principal amount of \$5,000,000 thereon. Thus, any party holding the First Lien, its successors and assign, and purchasers receiving title to the Property through a trustee's sale, judicial foreclosure sale, or deed in lieu of foreclosure of the First Lien, and any conveyance or transfer thereafter, shall receive title free and clear of the Authority Deed of Trust and the Declaration.

~~6.10 Counterpart Originals.~~ This Declaration may be executed in counterpart originals, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

~~Authority agrees it shall instruct the escrow holder for the Authority Loan that the order of recording in the escrow for the Authority Loan shall occur as follows: 1) the First Lien; 2) the Declaration; and 3) the Authority Deed of Trust. Regardless of the order in which the documents are actually recorded, the First Lien shall be prior to the Authority's rights under the Declaration, and the Authority Deed of Trust.~~

~~Owner shall cause a Request for Notice to be recorded on the Property subsequent to the recordation of the First Lien deed of trust or mortgage requesting a statutory notice of default as set forth in the California Civil Code. Such notice shall be sent to:~~

~~Covina Housing Authority
125 East College Street
Covina, California 91723-2199~~

Authority and Owner have caused this instrument to be duly authorized, this ____ day of _____, 2015.

COVINA HOUSING AUTHORITY

Dated: _____, 2015

Dated: _____, 2015

By: _____
Andrea Miller, Executive Director

COVINA GARDENS, KBS, L.P.

By: Housing Corporation of America, a Utah
nonprofit corporation, its managing general
partner

By: _____
Its: _____

By: KB SSF, LLC, a California limited liability
company, its co-general partner

By: A & R Management and Development
Company, L.P., a Delaware limited partnership,
Its: Managing Member

By: K Associates, a California general partnership
Managing General Partner

By: _____
Michael Kaplan
Managing General Partner

By: _____
Steven L. Kaplan
Managing General Partner

By: _____
Bonnie L. Fein
Managing General Partner

By: _____
Stanley Black
Managing Member

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____ 2015, before me, _____,
personally appeared _____ who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1 of Parcel Map No. 4082, in the City of Covina, County of Los Angeles, State of California, as per map filed in Book 48, Page 37 of Parcel Maps, in the Office of the County Recorder of said County.

Except the "precious metals and ores thereof" as excepted from the Partition between John Rowland Sr., and William Workman in the Partition Deed recorded in Book 10, Page 39, of Deeds.

Assessor's Parcel Number: 8453-002-015; 8453-002-016

EXHIBIT B
INCOME AND HOUSEHOLD SIZE CERTIFICATION FORM

EXHIBIT D

DESCRIPTION OF AUTHORITY-OWNED PROPERTY

Lots 13, 14, 15 & 16, Block 2, of Townsite of Covina, in the City of Covina, County of Los Angeles, State of California, as per Map recorded in Book 9, Page 3 of Miscellaneous Records

Except therefrom the West 42 feet of Lot 16.

RESOLUTION NO. 15-001

A RESOLUTION OF THE COVINA HOUSING AUTHORITY APPROVING THE AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR AFFORDABLE RENTAL HOUSING BETWEEN THE COVINA HOUSING AUTHORITY AND COVINA GARDENS KBS, L.P., A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, on June 16, 2009, the Covina Redevelopment Agency Board approved a Participation Loan Agreement (“Agreement”) with KB SSF, LLC, the owner of Covina Gardens, 200 W. Rowland Street, Covina, a 90-unit apartment community to provide \$4,742,000 in funding through the Redevelopment Low-to Moderate-Income Housing Fund. The Agreement was executed on December 23, 2009, with Covina Gardens KBS L.P., a new California limited partnership (Developer), in which KB SSF, LLC, a California limited liability company, is a general partner, and

WHEREAS, on December 28, 2009, the Declaration of Conditions, Covenants and Restrictions for Affordable Rental Housing which restricts the use and operation of the property in certain respects as agreed to in the Agreement, was recorded as Instrument Number 20091968783 in the office of the County Recorder for Los Angeles County, and

WHEREAS, as part of the 2011 California Budget Act, the Covina Redevelopment Agency was dissolved on February 1, 2012, pursuant to Part 1.85 of Division 24 of the California Health and Safety Code, and

WHEREAS, the Covina Housing Authority (“Authority”) was activated by the City of Covina on January 25, 2011 by Resolution 11-6926, to collaborate with the City to provide sanitary and safe housing for people of very low, low or moderate income within the City, through participation in housing projects, and

WHEREAS, the Covina Housing Authority assumed all rights, powers, duties and obligations of the housing function of the dissolved redevelopment agency. The transfer of ownership of the redevelopment housing assets and properties was approved on February 21, 2013 when the Amended Housing Asset Transfer (HAT) form was approved by the state Department of Finance, and

WHEREAS, the Declaration of Conditions, Covenants and Restrictions for Affordable Rental Housing (“Original Declaration”), was recorded for the purpose of restricting the Property and the improvements thereon to preserve its value for the benefit of Owner, its successors, tenants, and the surrounding neighborhood, to impose certain restrictions for the occupancy of

the Property, and to limit the rental of the rental units only to persons who meet the definition of a very low or low or moderate income persons or family at an affordable rent, except for one unit which may be the managers unit, and

WHEREAS, the Original Declaration specified and defined certain income ranges for households to qualify to live in the affordable units, and

WHEREAS, the definition of Moderate Income in Section 2.1 (a) of the Declaration limits possible tenants to those whose household income exceeds the income limit for lower income households, or those whose income fall between 81% and 120% of median income, adjusted for household size. This does not allow flexibility in identifying moderate-income persons to include all persons whose income is less than 120% of area median income, adjusted for family size, and

WHEREAS, Authority and Owner have negotiated a revised Declaration of Conditions, Covenants and Restrictions for Affordable Rental Housing Amended and Restated Disposition and Development Agreement (Revised Declaration) for the purpose of changing all references from “Agency” in the Original Declaration to “Authority” in the Revised Declaration, and changing Section 2.1(a) of the Declaration to read: “...within the definition of “persons and families of low or moderate income” as defined by Section 50093 of the California Health and Safety Code...”

NOW, THEREFORE, BE IT RESOLVED BY THE COVINA HOUSING AUTHORITY AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. CEQA Compliance. The Revised Declaration does not commit the Authority to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

Section 3. Approval of Revised Declaration. The Authority hereby approves the Revised Declaration attached hereto and incorporated herein by reference as Exhibit “A” and any non-substantive revisions, which may be needed.

Section 4. Implementation. The Executive Director is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable laws, including to execute the Revised Declaration on behalf of the Authority and make any non-substantive revisions to the Revised Declaration, as needed.

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The

Authority Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Certification. The Secretary shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and be in force.

PASSED, APPROVED AND ADOPTED this 19th day of May, 2015

COVINA HOUSING AUTHORITY

Chairman

Attest:

Andrea Miller, Secretary

Approved as to form:

Authority Counsel

CERTIFICATION

I, Andrea Miller, Secretary of the Covina Housing Authority, do hereby CERTIFY that the foregoing Resolution was adopted by the Covina Housing Authority at a regular meeting of the Authority held this 19th day of May, 2015, and was approved and passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Andrea Miller, Secretary

EXHIBIT A
TO RESOLUTION 15-001

(Please refer to Exhibit A in this staff report)

- a. A statement of justifications and reasons for the proposed changes in the General Plan and/or Specific Plan to support the application; and, how the proposed changes would be consistent with the land use element and other elements of the City's General Plan, and how the proposed changes would benefit the community.
- b. Cost and benefits analysis that assess the financial feasibility of projects and benefits through both quantitative and qualitative perspectives.
- c. Impact analysis and mitigation to the City's park and open space system.
- d. Impact analysis and mitigation to the physical infrastructures.
- e. Impacts analysis and mitigation to public safety services such as Police and Fire.
- f. Impacts analysis and mitigation to general services, such as water and sewer systems.
- g. The above-listed cost and benefits analysis and impact analysis shall be prepared by professionals such as, but are not limited to, economists, financial analysts, and so forth.
- h. The developers, property owners or applicants shall provide these studies, analyses and/or reports as part of the General Plan amendment applications, and at their expense. Furthermore, the City may retain consultants to conduct peer review of the impact analyses and/or reports at the expense of the developers, property owners or applicants.

ENVIRONMENTAL REVIEW

The establishment of an interim policy for consideration of General Plan amendment applications is exempt from review under the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

EXHIBITS

- A. Resolution No. 15-7351

Respectfully submitted,

Kim Raney, Chief of Police/Acting Director
Community Development Department

RESOLUTION NO. 15-7351

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, ESTABLISHING AN INTERIM POLICY FOR
CONSIDERATION OF GENERAL PLAN LAND USE
CHANGES IN THE CITY**

WHEREAS, the past year the City has grappled with a number of requests for amendments to the general plan including requests to change certain sites from General Industrial and Commercial to Medium Residential; and

WHEREAS, during the review of these applications, the staff, the Planning Commission and the City Council have considered varying policy issues; and

WHEREAS, after a series of hearing and public meetings on these issues, the City Council directed staff to explore options where the City would have an opportunity to study and analyze land uses citywide and determine where and what changes need to be made before the City receive further general plan amendment applications; and

WHEREAS, on April 7, 2015, the City Council consider the options and directed staff to prepare a resolution that establishes a policy and specific criteria for consideration of general plan land use changes from industrially- or commercially-designated land to residential designated land; and

WHEREAS, the City Council finds that the continuation of considering general plan amendment applications to change industrially-designated and commercially-designated land to residential land could result in conflicts with General Plan goals, undermine the purpose of updating the General Plan and could result in a threat to public, hearth, safety and welfare; and

WHEREAS, as a result of these concerns the City Council wants to put in place some temporary policy guidance to ensure a fair and manageable process for future applicants and the staff, Planning Commission and 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. The City Council hereby establishes an interim policy whereby the staff, Planning Commission and City Council may consider general plan amendment proposals for commercially or industrially zone land to residentially zoned land on a case by case basis; and that the general plan amendment proposals shall demonstrate to the City that the benefits outweighs the long term costs. Furthermore, the City Council establishes that the acceptance of a general plan amendment application shall be accompanied by the following reports and analysis:

- a. A statement of justifications and reasons for the proposed changes in the General Plan and/or Specific Plan to support the application; and, how the proposed changes would be consistent with land use element of the City's General Plan, and how the proposed changes would benefit the community.
- b. Cost and benefits analysis that assess the financial feasibility of projects and benefits through both quantitative and qualitative perspectives.
- c. Impact analysis and mitigation to the City's park and open space system.
- d. Impact analysis and mitigation to the physical infrastructures.
- e. Impacts analysis and mitigation to public safety services such as Police and Fire.
- f. Impacts analysis and mitigation to general services such as water and sewer systems.
- g. The above listed cost and benefit analysis and impact analysis shall be prepared by professionals such as but are not limited to economist, financial analyst, and so forth.
- h. The developers, property owners or applicants shall provide these studies, analysis and/or reports as part of the general plan amendment applications, and at their expense. Furthermore, the City may retain consultants to conduct peer review of the impact analysis and/or reports at the expense of the developers, property owners or applicants.

SECTION 3. The City Council finds that the approval of this Resolution is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

SECTION 4. This Resolution shall take effect immediately upon the adoption.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED APPROVED AND ADOPTED on the 19th day of May 2015.

John King, Mayor

ATTEST:

Mary Lou Walczak, City Clerk

APPROVED AS TO FORM:

Elizabeth Hull, City Attorney

I, Catherine M. LaCroix, Senior Deputy City Clerk of the City of Covina, California, do hereby certify that the foregoing **Resolution No. 15-7351** was introduced and adopted by City Council of the City of Covina at a regular meeting thereof held on the 19th day of May, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Catherine M. LaCroix
Senior Deputy City Clerk