



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

Mayor Peggy Delach – Mayor Pro Tem John King

Council Members: Walter Allen - Jorge Marquez - Kevin Stapleton

MEETING CANCELLED DUE TO POSTING ERROR

REGULAR MEETING AGENDA

125 E. College Street, Covina, California

Council Chamber of City Hall

Tuesday, February 3, 2015

6:30 p.m.

- As a courtesy to Council/Agency/Authority Members, staff and attendees, everyone is asked to silence all pagers, 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 Finance 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 **February 3, 2015** meeting was posted on **January 29, 2015** near the front entrance of the City Hall, 125 East College Street, Covina, in accordance with Section 54954.2(a) of the California Government Code.

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

CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Allen, Marquez, Stapleton, Mayor Pro Tem/Vice Chairperson King and Mayor/Chairperson Delach

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 Finance Authority/Covina Housing Authority will adjourn to closed session for the following:

CLOSED SESSION

- A. G.C. §54957 - PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
- B. G.C. §54957- PUBLIC EMPLOYEE EVALUATION
Title: City Attorney
- C. G.C. §54956.9(d)(1)- CONFERENCE WITH LEGAL COUNSEL- Existing Litigation
Name of Case: Aguilar v. City of Covina et. al., U.S.D.C.
Case No.: 2:14-cv-09183-JEM

RECESS

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

RECONVENE AND CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Allen, Marquez, Stapleton, Mayor Pro Tem/Vice Chairperson King and Mayor/Chairperson Delach

PLEDGE OF ALLEGIANCE

Led by Mayor Delach

INVOCATION

Given by Covina Police Chaplain Dr. Patricia Venegas

PRESENTATIONS

Proclamation – Covina Vikings Jr. Midget Football Team - 2014 National Champions

Presentation – Donation from The Champion Family Foundation to Covina Police K-9 Program

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 January 20, 2015 meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority.

CC 2. City Council to approve agreements with Blackboard, Inc. and Nixle LLC for emergency communications systems and authorize the Acting City Manager or his designee to execute all related documents on the City's behalf.

CC 3. City Council to receive and file downtown parking update.

CONSENT CALENDAR CONTINUED

- CC 4.** City Council to approve participant agreement between Los Angeles County for countywide address management system and authorize the Acting City Manager or his designee to execute all related documents on the City's behalf.
- CC 5.** City Council to adopt **Resolution No. 15-7315**, to determine that an emergency condition exists for City Hall repairs and to authorize a letter of contract to complete emergency repairs pursuant to Section 22050 of the California Public Contract Code and delegate authority to the Acting City Manager to procure services and equipment without a notice for bids.
- CC 6.** City Council to adopt **Resolution No. 15-7316**, amending the fiscal year 2014-2015 Library Services operating budget to expend the UMIGO! You Make It Go and Children's Museum of Manhattan stipend funds to support the development of California Libraries.
- CC 7.** City Council to consider approval of the pre-qualified consultant lists for providing on-call as needed Planning services and Environmental services to the City.

PUBLIC HEARING

- PH1.** City Council to hold first reading of an Ordinance regarding Planned Community Development Ordinance 99-001, adding "automobile rental" as a permitted use within and modifying the sign regulations for one property within the Shoppers Lane/Terrado Plaza Planned Community Development Area.

Staff Recommendation:

- 1) City Council to open the public hearing and consider public testimony; and
- 2) City Council to introduce and waive further reading of **Ordinance No. 15-2037**, first reading, establishing Planned Community Development Ordinance PCD 99-001 (Amendment No. 1) to allow, as a permitted use, "automobile rental" and to allow for the modification to the sign regulations for one property within Shoppers Lane/Terrado Plaza Planned Community Development Area.

NEW BUSINESS

- NB1.** City Council to consider approval/ ratification of employment agreement with City Manager.

Staff Recommendation:

- 1) City Council to consider approval/ ratification of employment agreement negotiated by legal counsel and establishing compensation and other terms and conditions of employment of City Manager.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn to its next regular meeting of the Council/Agency/Authority scheduled for **Tuesday, February 17, 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



CC1

MINUTES OF JANUARY 20, 2015 REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Delach called the Council/Agency/Authority meeting to order at 6:33 p.m., with Council Member Allen arriving at 6:35 p.m. City Attorney Marco Martinez announced the closed session items. There were no public comments.

ROLL CALL

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

Council Members Absent: NONE

Elected Members Present: COBBETT, WALCZAK

Staff Members Present: City Attorney Martinez, Acting City Manager Raney, Finance Director De Alwis, Assistant to the City Manager Brancheau, Interim Public Works Director Gonzalez, Interim Community Development Director Fong, Finance Manager Cole, Police Captain Webster, Police Lieutenant Doonan, L.A. County Fire Chief Enriquez, Associate Planner Carter, Senior Housing and CDBG Economic Development Manager Gasser, 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 January 20, 2015 meeting was posted on January 8, 2015 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

CLOSED SESSION

- A. G.C. §54957.6 - CONFERENCE WITH LABOR NEGOTIATOR
Agency representative: J. Scott Tiedemann, Special Counsel
Title: Unrepresented Employee - Position: City Manager
- B. G.C. §54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Name of Case: The Inland Oversight Committee v City of Covina, et al.
Case Number: Los Angeles County Superior Court Case No. BS 152268
- C. G.C. §54956.9(d)(2) and G.C. 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Dispute with Municipal Auditing Services (MAS) relating to
termination of agreement
Number of case(s): one (1)

RECONVENE THE MEETING

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

City Attorney Marco Martinez announced that the City Council/Agency/Authority met in closed session with all members present. There is no reportable action related to closed session items B and C.

Mayor Delach announced that Council meet in closed session to discuss closed session item A. Mayor Delach reported by a 5-0 vote, would make an offer to Andrea Miller to appoint as the new City Manager.

PLEDGE OF ALLEGIANCE

Council Member King led the pledge of allegiance.

INVOCATION

Covina Police Chaplin Dr. Patricia Venegas gave the invocation.

PRESENTATIONS

Mayor Delach invited Anthony "Tony" Lombardi to the lectern and presented a proclamation honoring his 93rd birthday. Mayor Delach asserted Tony's representation of Covina in local and State horseshoe competitions.

Katrina Moramarco introduced the 2015 Miss Covina contestants, Kamille Gordy, Karoline Florez, Brittany Rodarte, Vivian Tang, Casey Fleckerstein, Brittney Morales and Julianne Evans. The 2015 Scholarship Pageant will be held January 31, 2015 at Walnut High School Performing Center. 2014 Miss Covina Caitlin King and 2014 Miss Covina Valley Vanessa Garcia gave their farewell speech thanking Council for the support this past year.

Andy McIntyre of the McIntyre Company presented a \$10,000 donation to the Covina Police Department K-9 program.

Dawn Nelson of the Covina Chamber of Commerce along with John Brittain, Golf Tournament Chairman, presented a \$5,000 donation to the Covina Police Department K-9 program.

PUBLIC COMMENTS

Dora Gomez, representing Covina Assembly of God 29:11 program, a non-profit organization that provides assistance to the community, shared highlights from their December Community Christmas Party.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Mayor Delach Mayor Pro Tem King, Council Member Stapleton and Council Member Allen congratulated the 2015 Miss Covina contestants. They thanked 2014 Miss Covina and Covina Valley for always representing the community.

Mayor Pro Tem King recounted the new Covina Stater Bros grocery store opening and how nice the store is and encouraged those that have not shopped to visit the store. Mayor Pro Tem King cited that Georgie's Mediterranean Cuisine is open on Citrus Avenue.

Council Member Stapleton advised The Artist Pizzeria, located on Citrus Avenue, had its ribbon cutting grand opening on January 14, 2015. Council Member Stapleton mentioned how great the downtown is. Council Member Stapleton acknowledged Council for the work on selecting a new city manager.

Council Member Allen expressed appreciation to Covina Special Response Team for running along with the graduate class of the Rio Hondo Police Academy. The graduating class ran their three-mile Pride Run this morning in honor of fallen police officer Jordan Corder. Council Member Allen reported on his attendance, as Chairman, to the League of California Cities Public Safety Committee meeting. Council Member Allen spoke on the goals of the Committee.

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

- The Joslyn Center will be having their Sweetheart Dance on Saturday, February 7 from 5:00 p.m. to 8:00 p.m.

CITY MANAGER COMMENTS

Acting City Manager Raney related that Stater Bros corporate office sent a letter complementing the positive experience they had working with staff. Acting City Manager Raney thanked the Rio Hondo police recruits for recognizing officer Corder in their Pride Run. Acting City Manager Raney affirmed Council's choice of a new city manager.

CONSENT CALENDAR

- CC 1.** City Council approved the summary minutes from the November 20, 2014 special joint meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority with Covina Planning Commission.
- CC 2.** City Council approved the minutes from the December 2, 2014 meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority.
- CC 3.** City Council approved the minutes from the December 16, 2014 meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority.

- CC 4. City Council approved the minutes from the January 6, 2015 meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority.
- CC 5. City Council received and filed an update on the Strategic Plan matrix.
- CC 6. City Council received and filed the payment of demands in the amount of \$4,574,047.92.
- CC 7. Successor Agency received and filed the payment of demands in the amount of \$332,027.55.
- CC 8. City Council 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 December 31, 2014.
- CC 9. City Council received and filed the Public Works Monthly Activity Report.
- CC 10. Covina Housing Authority received and filed the Housing Authority fiscal year 2013-2014 audit report required by Health and Safety Code Section 34176.1(f), requiring a complete and independent financial audit and that it be provided to its governing body.
- CC 11. City Council approved an amendment to a Professional Services Agreement with AEI-CASC Engineering, Inc.; and authorized the Acting City Manager, or his designee, to provide written approval for total compensation.
- CC 13. City Council adopted **Resolution No. 15-7314**, requesting a budget transfer from the elections budget to the records management budget; and authorized staff to purchase necessary storage devices for the City's permanent documents and begin process of document restoration.
- CC 14. City Council awarded bid for pre-qualified on-call engineering services bench to the following eight firms 1) Civiltec Engineering, Inc., Monrovia, 2) Geo-Advantec, Inc., San Dimas, 3) JMDiaz, Inc., Industry, 4) Kimley-Horn and Associates, Inc., Los Angeles, 5) Wildan Engineering, Industry, 6) Iteris, Inc., Santa Ana, 7) Johnson-Frank & Associates, Inc., Anaheim, 8) Hamilton & Associates, Torrance; and authorized the Acting City Manager, or his designee, to execute all related documents on the City's behalf.
- CC 15. City Council adopted **Resolution No. 15-7322**, to amend Resolution No. 14-7309, extending the appointment of Police Chief Kim Raney, to serve as Acting City Manager on a part-time basis and for a limited duration.
- CC 16. City Council to adopt **Resolution No. 15-7323**, to approve an employment agreement with retired PERS annuitant for Human Resources Director Services for a limited duration.

On a motion made by Council Member Stapleton, seconded by Mayor Pro Tem King, the City Council approved Consent Calendar items CC1 through CC11, with Mayor Delach abstaining from Consent Calendar CC3, and CC13 through CC16. Consent Calendar item CC12 was removed from the agenda for further discussion and consideration.

Motion approved the Consent Calendar items CC1–CC 11 & CC13–CC 16 as follows:

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

CONSENT CALENDAR ITEMS REMOVED FOR DISCUSSION/CONSIDERATION

CC 12. City Council to approve a one year renewal of agreement for towing services and vehicle storage facilities with Jan’s Towing.

Jim Salazar, Baldwin Park, introduced his business, Royal Coaches Auto Body and Towing, as a company that has served four communities in the San Gabriel Valley and its police departments since 1985. Mr. Salazar stated he would like to be able to participate in a future request for proposal.

Council Member Marquez inquired, and Acting City Manager Raney responded, the prior two year recover fees totaled \$207,000 and \$227,000.

Following a brief discussion and on a motion made by Council Member Stapleton, seconded by Mayor Pro Tem King, the City Council approved Consent Calendar item CC12, thereby approving a one-year renewal agreement with Jan’s Towing for towing services and vehicle storage facilities.

Motion carried for Consent Calendar item CC12as follows:

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

ADJOURNMENT

At 8:24 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority adjourned to its next regular meeting on **Tuesday, February 3, 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 3rd day of February 2015:

Peggy Delach, Mayor/Chairperson

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 3, 2015

ITEM NO.: CC2

STAFF SOURCE: Alex Gonzalez, Interim Director of Public Works *AG*
Lieutenant David Foster, Covina Police Department

ITEM TITLE: Approve Agreements for Emergency Communications Systems

STAFF RECOMMENDATION:

Approve Agreements with Blackboard, Inc. and Nixle LLC for emergency communications systems and authorize the Acting City Manager or his designee to execute all related documents on the City's behalf.

FISCAL IMPACT:

This item is included in the FY 2014-2015 budget under (6010-5000-51990). City staff negotiated a six month renewal with Blackboard and the cost of Nixle is less than half of the annual cost of Blackboard, therefore there will be a savings of \$2,219.00 in FY 2014-2015 and a savings of \$20,229.00 in FY 2015-2016.

BACKGROUND:

Blackboard, Inc. provides an emergency/mass notification system which contacts citizens through automated phone calls. The Covina Police Department has assessed the capabilities of the current emergency/mass notification system and determined that the product provided by Nixle LLC is not only more cost effective, but also is better suited to their operations environment and introduces social media modules that Blackboard does not provide. The emergency notification system is also required to immediately notify water service customers in the event of a water emergency and is an important part of transforming the Public Works Department communications strategy to keep citizens informed of developments in the community. If this item is approved, there will be an overlap of systems to ensure that emergency communications remain viable as the new system is developed and staff is trained. It is expected that the full transition to Nixle will occur by May 2015.

RELEVANCE TO THE STRATEGIC PLAN

This item is directly relevant to the City's Strategic Plan's Goal of providing efficient, visible and responsive public safety.

EXHIBITS

- A. Blackboard six month invoice and Nixle annual invoice
- B. Nixle Service Level Agreement

| | |
|--|---|
| REVIEW TEAM ONLY | |
| City Attorney:  | Finance Director:  |
| City Manager:  | Other: _____ |

EXHIBIT A:


Blackboard Inc.
 650 Massachusetts
 Ave NW
 6TH Floor
 Washington DC 20001

 P +1.202.463.4860
 F +1.818.450.0425
 blackboard.com



August 27, 2014

| | |
|--|--|
| Client Contact Information | Send Purchase Order (if required to pay invoice) to: |
| CITY OF COVINA 125 E. COLLEGE STREET COVINA, CA 917232199 626-384-5400 Client ID: 315830 | Blackboard, Inc. 650 Massachusetts Ave., NW, 6 th Floor Washington, DC 20001 201-318-2619 (eFax) Federal ID # 2081178 |

Renewal Quote: December 1, 2014 –May 30, 2015

| Production Description | Term | Price |
|------------------------|----------------------------|--------------------|
| Connect Service | 18,012 Recipients x \$2.00 | \$18,012.00 |
| | Annual Support fee | \$0 |
| | | |
| | | |
| Total Due | | \$18,012.00 |

The pricing listed here is based on your contract with Blackboard, Inc. and is provided to facilitate generation of purchase orders. An invoice will be issued for payment. This quote is valid for 30 days from date of issue.

If you are able to pay your invoice without a Purchase Order, please respond to Faith Knight at Faith.Knight@blackboard.com with an affirmative response on your renewal and the renewal will be processed and invoiced.



| | | | |
|------------------------|--|------------------------|------------|
| Quote Name | Covina Police Department 360 | Quote Number | 2014-1686 |
| Bill To Name | Covina Police Department, CA | Created Date | 10/16/2014 |
| Billing Address | 444 N. Citrus Ave. Covina, CA 91723 US | Expiration Date | 12/25/2014 |

| | | | |
|---------------------|----------------------|--------------------|------------------------|
| Contact Name | David Foster | Prepared By | Travis Scott |
| Phone | (526) 384-5665 | Phone | 1.877.649.5362 x215 |
| Email | dfoster@covinaca.gov | E-mail | travis.scott@nixle.com |

| Product | Product Description | Quantity | Total Price |
|----------------------|---|----------|-------------|
| Nixle Connect | Nixle's entry level product, featuring unlimited text, email & web notifications. | 1.00 | \$0.00 |
| Nixle Engage | All features of Nixle Connect, plus unlimited publishers, social media integration, advanced geographic targeting, scheduled messaging. | 1.00 | \$0.00 |
| Nixle 360 | Nixle's full featured product, including emergency voice messaging. | 1.00 | \$14,795.00 |
| Voice Messaging | Send emergency voice messages to landline phones and public group members. | 1.00 | \$0.00 |
| Tip Watch | Receive public anonymous tips via keyword, web form, and in response to sent text notifications. | 1.00 | \$0.00 |
| Internal Messaging | Two-way, internal notification via text & email for private groups. | 1.00 | \$0.00 |
| IPAWS | Initiate a message to FEMA's IPAWS network. Requires FEMA authorization. | 1.00 | \$0.00 |
| Polygon Targeting | Custom geographic targeting using a new or saved map based polygon. | 1.00 | \$0.00 |
| NWS Rebroadcasting | Customizable, automatic rebroadcasts of NWS advisories through Nixle. | 1.00 | \$0.00 |
| Premium Support | Priority access to Nixle's support 24-7. | 1.00 | \$0.00 |
| Provisioning & Setup | One time account set up and provisioning cost. | 1.00 | \$1,000.00 |

| | | | |
|------------------------|--------|--------------------|-------------|
| Contract Length | Annual | Grand Total | \$15,795.00 |
| Payment Term | Annual | | |

Authorization To Purchase

| | |
|------------------------|--------------------|
| Name _____ | Title _____ |
| Signature _____ | Date _____ |

EXHIBIT B:



NIXLE LLC
SERVICE LEVEL AGREEMENT

This Service Agreement ("Agreement") is entered into by and between Nixle, LLC ("Nixle"), _____ ("Customer"), on _____, 2014 (the "Effective Date"). Nixle and Customer are each hereinafter sometimes referred to as a "Party" and collectively, the "Parties."

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF NIXLE'S SERVICE:

1. SERVICE. Nixle shall provide Customer access to its proprietary interactive communication services (the "Service") subject to the terms and conditions set forth in this Agreement, the Service Level Agreement applicable to such Services in Exhibit A, and the description of Services and pricing attached hereto as Exhibit B (the "Quote"). If applicable, Nixle shall provide training and professional services in accordance with the Pricing (as defined below) set forth in the Quote. Nixle shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or communication devices (each a "Contact") purchased by Customer as set forth in Exhibit B. Nixle may from time to time offer Customer new features, enhancements or services which, if accepted by Customer in writing, and subject to Customer's payment of any applicable additional fees, shall become part of the Services and subject to the provisions of this Agreement.

3. CUSTOMER RESPONSIBILITIES.

3.1 USERS. Customer shall in its discretion authorize certain of its employees and contractors to access the Service ("User(s)"). Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall cause Users to undergo initial setup and training in accordance with Exhibit B. Customer shall be responsible for (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall immediately notify Nixle if it becomes aware of any User action or omission that would constitute a breach or violation of any term of this Agreement.

3.2 CUSTOMER DATA. All electronic data Customer provides to Nixle in connection with the use of the Service ("Customer Data") shall be true, accurate, current and complete, and shall be in a form and format specified by Nixle. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer authorizes Nixle to collect, store and process Customer Data subject to the terms of this Agreement. Customer shall maintain a copy of all Customer Data it provides to Nixle. If Customer or any User provides any Customer Data that is untrue, inaccurate, outdated or incomplete, Customer acknowledges and agrees that any communications sent utilizing the Service may not reach the intended Contact. Customer shall prevent unauthorized access to, or use of, the Service, and shall notify Nixle promptly of any such unauthorized use. Nixle shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with the unauthorized or improper use of the Service on Customer's hardware or networks. Customer acknowledges that Nixle is not responsible for monitoring Customer or Users' use of the Service to examine the content passing through it, and Nixle shall have no liability for such content.

4. TERM. This Agreement will commence on the Effective Date and

will continue in force until _____ (The "Term" of this agreement includes the Initial Term and any pre-paid renewal period. Further, Nixle will provide the system initially with no payment needed, but will require a letter of intent and purchase order to allow the customer to utilize the full-featured product.

5. TERMINATION-SUSPENSION. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

6. PROPRIETARY RIGHTS.

6.1 GRANT OF LICENSE. Nixle hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sub-licensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall promptly discontinue all further use of the Service.

6.2 RESTRICTIONS. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Nixle in connection with delivery of the Service (the "Software") or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Nixle Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; or (vi) use the Service in violation of any applicable law or regulation.

6.3 RESERVATION OF RIGHTS Other than as expressly set forth in this Agreement, Nixle grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the "Nixle Technology"), and all such rights are hereby expressly reserved. Nixle (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Nixle Technology, and all patent, copyright, trade secret and other intellectual property rights ("IP Rights") therein.

6.4 CUSTOMER DATA. As between the Parties, Customer retains sole right, title and interest in the Customer Data. Without limiting the foregoing, Nixle shall be permitted to de-identify Customer Data and aggregate it, including with other customers' data (the "De-Identified Data"), for use in its legitimate business activities.

7. CONFIDENTIAL INFORMATION.

7.1 DEFINITION Protection. As used herein, "Confidential Information" means all information of a Party ("Disclosing Party")

disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Nixle Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care.

8. WARRANTIES; DISCLAIMER.

8.1 NIXLE WARRANTY. Nixle shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, Nixle shall perform them in a professional manner consistent with industry standards.

8.2 DISCLAIMER. NIXLE IS A MASS NOTIFICATION FACILITATOR. IN NO EVENT SHALL NIXLE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.

8.3 CUSTOMER REPS AND WARRANTIES. Customer represents and warrants that during use of the Service, Customer shall have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "First Responders"). Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION. Nixle shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. If the Service is held to infringe and the use enjoined, Nixle shall have the option, at its own expense, to: (i) procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Nixle and terminate this Agreement without further liability. Nixle shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Nixle, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Nixle.

10. LIMITATION OF LIABILITY. In no event shall either Party have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage.

Notwithstanding anything in this Agreement to the contrary, in no event shall Nixle's aggregate liability, regardless of theory of liability, exceed amounts actually paid by Customer to Nixle hereunder during the 12-month period prior to the event giving rise to such liability.

11. PRICING. As consideration for the Service and subject to the other terms of this Agreement, Customer shall pay the fees set forth in the Quote ("Pricing") included as Exhibit B.

12. PROFESSIONAL SERVICES. Nixle may provide professional services to Customer from time to time. Such professional services shall, unless otherwise expressly therein set forth, be provided in accordance with, and subject to, the provisions hereof and any additional terms related thereto which are set forth in a SOW.

13. PAYMENT TERMS; TAXES.

13.1 PAYMENT. Nixle shall invoice Customer in advance for the Initial Term and annually in advance for any Renewal Term. All payments, including, without limitation, fees for professional services, shall be made within thirty (30) days from the date of a proper invoice.

13.2 TAXES. Pricing and fees for professional services do not include any local state federal or foreign taxes, levies, or duties of any nature ("Taxes"). Nixle reserves the right to request from Customer a valid tax exemption certificate authorized by the appropriate taxing authority.

14. MISCELLANEOUS.

14.1 FORCE MAJEURE; LIMITATIONS. Nixle shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Nixle's reasonable control, including without limitation: acts of God; acts of government; acts of terror; user error, or network component failure. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks.

14.2 WAIVER. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

14.3 ASSIGNMENT. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Nixle.

14.6 GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of _____.

14.7 MARKETING. Customer consents to Nixle referencing Customer's name as a Nixle customer in Nixle publications, its website and in other marketing materials.

14.8 Survival. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

14.9 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

14.10 EXPORT COMPLIANT. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to

this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

Agreement. This Agreement supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter of this Agreement. Any changes or modifications of this Agreement shall be made and agreed to in writing.

14.12 ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties on the subject matter of this

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

NIXLE, LLC
By: _____
Print Name: _____
Title: _____
Date: _____

[CUSTOMER]: _____
Signature: _____
Print Name: _____
Title: _____
Date: _____

Address:
NIXLE LLC
594 Howard St, Suite 200
San Francisco, CA 94105
877-649-5362

[CUSTOMER]'s address for Billing & Legal Notices:

Attn: _____
Telephone number: _____

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 3, 2015

ITEM NO.: CC 3

STAFF SOURCE: Alex Gonzalez, Interim Director of Public Works
Captain Derek Webster, Covina Police Department

ITEM TITLE: Downtown Parking Update

STAFF RECOMMENDATION:

Receive and File information on recent citation activity.

FISCAL IMPACT:

There is no fiscal impact with this item.

BACKGROUND:

At the January 6, 2015 City Council meeting there was a request for information by the City Council regarding parking time limits in the Downtown, specifically the decision to implement a one-hour time limit on Citrus Avenue between Badillo Street and San Bernardino Road. There were claims made during public input regarding the strategy that led to the change of parking time limits. Attached is a City Council Agenda Item Commentary from July 5, 2011 which details the strategies approved by the Covina Downtown merchants, property owners, and residents.

The one-hour time limit on Citrus Avenue was not determined in 2011 by comparison to any other City. City staff allowed the participants in the process to determine parking time limits and at that time the determination of the group was that a one-hour limit would best guarantee parking turnover of the most critical parking spaces on Citrus Avenue and would direct employees and long-term parkers to less critical parking areas in Downtown that were designated as two-hour and four-hour parking.

Attached is a report noting parking citations on Citrus Avenue between Badillo Street and San Bernardino Avenue during the months of November and December 2014. The report details a total of 56 on-street parking citations, 18 in November 2014 and 38 in December 2014. During the critical retail sales period of Thanksgiving Day, Thursday, November 27th through Tuesday, December 2nd; zero on-street parking citations were issued on Citrus Avenue between Badillo Street and San Bernardino Road by the Covina Police Department. During the critical retail sales period of Friday December 19th through Thursday, December 25th; two on-street parking citations were issued on Citrus Avenue between Badillo Street and San Bernardino Road.

RELEVANCE TO THE STRATEGIC PLAN

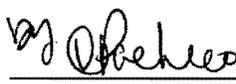
This item is directly relevant to the City's Strategic Plan's Goal of providing efficient, visible and responsive public safety.

EXHIBITS

- A. Citation report
- B. City Council Agenda Item on Downtown Parking from July 5, 2011

REVIEW TEAM ONLY

City Attorney: 

Finance Director: 

City Manager: 

Other: _____

EXHIBIT A:

**REPORT OF ON-STREET PARKING CITATIONS ON CITRUS AVENUE BETWEEN
BADILLO STREET AND SAN BERNARDINO ROAD FROM NOVEMBER 2014 TO
DECEMBER 2014**

| Citation | Issue Date | On Street/ Parking Lot |
|-----------------|-------------------|-----------------------------------|
| 1645851 | 11/3/2014 | On Street |
| 1645862 | 11/3/2014 | On Street |
| 1645921 | 11/3/2014 | On Street |
| 1645932 | 11/3/2014 | On Street |
| 1648323 | 11/5/2014 | On Street |
| 1648334 | 11/5/2014 | On Street |
| 1648301 | 11/5/2014 | On Street |
| 1648290 | 11/5/2014 | On Street |
| 1648312 | 11/5/2014 | On Street |
| 1648426 | 11/6/2014 | On Street |
| 1648415 | 11/6/2014 | On Street |
| 1648485 | 11/6/2014 | On Street |
| 1648463 | 11/6/2014 | On Street |
| 1648474 | 11/6/2014 | On Street |
| 1648662 | 11/7/2014 | On Street |
| 1648710 | 11/7/2014 | On Street |
| 1648695 | 11/7/2014 | On Street |
| 1648706 | 11/7/2014 | On Street |
| 1656001 | 12/3/2014 | On Street |
| 1653971 | 12/3/2014 | On Street |
| 1653993 | 12/3/2014 | On Street |
| 1656244 | 12/4/2014 | On Street |
| 1656491 | 12/5/2014 | On Street |
| 1656476 | 12/5/2014 | On Street |
| 1656524 | 12/5/2014 | On Street |
| 1656480 | 12/5/2014 | On Street |
| 1655441 | 12/9/2014 | On Street |
| 1655522 | 12/9/2014 | On Street |
| 1655511 | 12/9/2014 | On Street |
| 1655651 | 12/10/2014 | On Street |
| 1656970 | 12/11/2014 | On Street |
| 1656981 | 12/11/2014 | On Street |
| 1657025 | 12/11/2014 | On Street |
| 1657036 | 12/11/2014 | On Street |
| 1657014 | 12/11/2014 | On Street |
| 1657003 | 12/11/2014 | On Street |
| 1655791 | 12/12/2014 | On Street |
| 1655802 | 12/12/2014 | On Street |

| Citation | Issue Date | On Street/ Parking Lot |
|-----------------|-------------------|-----------------------------------|
| 1658300 | 12/15/2014 | On Street |
| 1658580 | 12/16/2014 | On Street |
| 1658554 | 12/16/2014 | On Street |
| 1658613 | 12/17/2014 | On Street |
| 1658672 | 12/17/2014 | On Street |
| 1658694 | 12/18/2014 | On Street |
| 1658731 | 12/18/2014 | On Street |
| 1658720 | 12/18/2014 | On Street |
| 1658742 | 12/18/2014 | On Street |
| 1658801 | 12/19/2014 | On Street |
| 1658926 | 12/23/2014 | On Street |
| 1659000 | 12/29/2014 | On Street |
| 1658985 | 12/29/2014 | On Street |
| 1658996 | 12/29/2014 | On Street |
| 1658974 | 12/29/2014 | On Street |
| 1659011 | 12/29/2014 | On Street |
| 1659033 | 12/30/2014 | On Street |
| 1659066 | 12/31/2014 | On Street |

EXHIBIT B:

CITY OF COVINA
AGENDA ITEM COMMENTARY

EXHIBIT

MEETING DATE: July 5, 2011

STAFF SOURCE: Steve Henley, Public Works Director
Alex Gonzalez, Senior Management Analyst

ITEM TITLE: Approve Covina Parking Study Implementation Strategies
1 through 6

STAFF RECOMMENDATION

Approve Covina Parking Study Implementation Strategies 1 through 6.

FISCAL IMPACT

Increased parking revenue and reduced capital outlay and operational costs to offset \$71,749 in yearly deficit spending in the City of Covina's municipal parking lots, as identified in the financial analysis section of the July 2010 Covina Parking Study. With the elimination of deficit spending, there will be a reduction in the probability that the City General Fund will be required to subsidize the municipal parking lots.

BACKGROUND

On January 18, 2011, the Covina City Council approved parking policy Goals and Objectives based on the results of the 2010 Parking Study and a series of three public input meetings that occurred in August and September of 2010 and drew comments from 28 individuals. On December 2, 2010 and January 24, 2011, Public Works and Police Department staff met to discuss proposals for execution of the approved Goals and Objectives of the Parking Study, with particular attention paid to the cost effectiveness and operational efficiency for each stated Goal or Objective. It was decided that strategies would be developed to improve the parking experience for customers and to simplify parking enforcement operations. Once these service strategies were implemented to improve the customer parking experience an analysis of the financial effects would occur. In February 2011, a survey (attached as Exhibit A) was targeted to 317 stakeholders and received 29 responses (9% response rate). On March 28, 2011 a fourth public input meeting was attended by 11 participants to discuss the results of the survey and to review suggestions for implementation. The results of this process to identify improvements to the customer parking experience are detailed below.

Proposed Implementation Strategies

1. Daytime parking enforcement in effect in all Municipal Parking Lots from 8 AM to 8 PM Monday through Friday.
 - *Strict parking enforcement (24 hours a day / 7 days a week) as recommended by the Parking Study was considered by Police Department and Public Works staff to be cost-prohibitive. The Covina Police Department recommended parking enforcement hours of 8AM to 10PM Monday through Friday. Input during the public meetings resulted in a compromise that parking enforcement occur from 8AM to 8PM Monday through Friday.*
2. Overnight parking enforcement in effect in all Municipal Parking Lots from 2 AM to 4 AM seven days a week.
 - *Merchants expressed concerns regarding overnight parking and suggested some scenarios that could result in future issues if the overnight parking restrictions are abused. Since the greater objective of respect and equal use for all stakeholders is paramount (the recommendations advanced by merchants in the public input sessions would negatively affect homeowners and renters that live in the Downtown), Public Works and Police Department staff decided that they would monitor the purchase and use of overnight parking permits as they search for system upgrades. Police Department and Public Works staff will continue to look at coordinating parking permit sales technology to address possible abuse of monthly overnight parking permits, since at this point the available technologies do not meet all of the City's needs.*
3. Improve the customer parking experience by: 1) eliminating the split time limitations (remove all references to blue zone/white zone) in all lots and changing all off-street Municipal Parking Lots to a 4 hour time limit during enforcement hours, 2) provide short-term 1 hour on-street parking on Citrus Avenue between San Bernardino Road and Badillo Street, and 3) provide short-term 2 hour on-street parking on College Street, Italia Street, and Cottage Street between Second Street and Third Street. Keep all other time restrictions in the Downtown area as currently posted.
 - *Merchants supported keeping a 3 hour time limit over a 4 hour time limit by a small majority. However, City staff recommends a 4 hour time limit based on the assumption that customers having a sit down meal and attending a cultural or arts event Downtown would not be covered by a 3 hour time limit.*
 - *There was a desire to maintain short-term parking in the Downtown, with general agreement that the most desired spaces on Citrus Avenue should receive a 1 hour limitation with 2 hour parking remaining on College, Italia and Cottage.*
4. Improve the customer experience by removing all parking machines in the Municipal Parking Lots by August 1, 2011, except for the Civic Center Parking Structure. Customers should drive into a parking lot and see a simple time limit sign with no parking machine present to confirm free parking (with a posted time limit) in the Downtown.

EXHIBIT

- *Based on the high capital cost of improved parking technology, the small amount of funds currently received by parking permit machines in the Downtown, and the directive of the Police Department and Finance Department to eliminate cash collections in the field, parking permit machines are recommended to be removed from all municipal parking lots except for the Civic Center Parking Structure.*
5. Reduce the complexity of parking enforcement operations by limiting the sale and acceptance of daily parking permits in the Downtown to the Civic Center Parking Structure. Promote the sale of monthly parking permits by accepting monthly permits in all Municipal Parking Lots.
- *To improve the parking experience for Downtown customers, the focus of the lots will shift to time restrictions without any splits or divisions within a parking lot. The challenge created by this decision was how to then manage employee parking and collect revenue for the parking district without creating rules or barriers that would negatively affect the customer's perception when parking Downtown.*
 - *Daily parking machine revenue is a small source of revenue for the Parking District, and by selling and accepting daily parking permits only at the Civic Center Structure the City continues to provide an option for employees that do not want to purchase a monthly permit – but daily parking permit purchasers will be allowed to park only in the Civic Center Structure. The current number of daily parking permit transactions can fit within the capacity of the Civic Center Parking Structure in addition to the City Hall and Citibank employees that currently park in the Civic Center Structure.*
 - *Monthly parking permit sales account for the bulk of parking permit sales, and the capacity of the Civic Center Parking Structure is not sufficient to hold all monthly and daily parking permit holders.*
 - *The Parking Study recommended designated "employee" and "premium" parking lots at differential prices to modify parking behavior. Two-tiered pricing is not recommended by the Police Department or Public Works staff since it will complicate parking enforcement and create confusion for stakeholders and customers. In the public input sessions, merchants were requesting an equitable distribution of parking resources - divided into north/south, east/west, or possibly equal quadrants in the downtown area. City staff looked at several different scenarios to assign different monthly parking permits to roughly equal areas. However, since parking space inventory is not balanced in the Downtown, it is impossible to divide the parking resources in a balanced manner and any attempt by City staff to impose arbitrary parking lot divisions will result in significant discontent for one or more stakeholder groups.*
 - *Identifying parking lots that are close to capacity and keeping those impacted lots off limits to monthly and daily parking permit holders was recommended in the Parking Study and received uniformly negative responses from public input session participants. A wide range of opinions was expressed in public input on targeting or barring selected groups or individuals from parking in impacted areas, but in the absence of any rational and defensible alternative that would result in consensus and protect the rights of all that contribute financially to the parking district, the idea of limiting monthly permit parking in any lot is being withdrawn by City Staff since the*

EXHIBIT

greater objective of respect and equal use for all stakeholders could not be guaranteed with the recommendations received in the public input process.

- Follow-up observations of municipal parking lot use in April and May 2011 by City staff and conversations regarding shifting parking use patterns with the engineers that authored the Parking Study resulted in a conclusion that restricting monthly employee permits in any one lot will have unforeseen effects on parking demand in all parking lots and will lead to discontent among merchants that purchase substantial numbers of monthly parking permits.*
- The merchants that purchase bulk parking permits did not attend any of the four public input sessions, so City staff contacted each merchant individually to understand how they would respond to parking in a designated employee lot. All of the merchants that purchase bulk permits responded that they would most likely stop purchasing the monthly permits and direct their employees to move their vehicles to avoid citations. There was consensus within this group of merchants that the businesses that contribute to the parking district by purchasing monthly permits for their employees should not be penalized by being forced to park farther away.*
- The Parking Study is a "snapshot" of parking demand, and with new developments in Downtown over time, demand will shift and parking lot demand will change over time. Instead of regulating monthly parking permit use in certain lots based on the Parking Study, it is recommended by City staff that monthly permits be accepted in all Municipal Parking Lots, and that daily parking permits be sold and restricted to only the Civic Center Parking Structure. Limiting monthly permits to certain lots will create additional friction in the Downtown and will result in a decline of parking permit sales based on the input received. Limiting the purchase of daily parking permits to the Civic Center Parking Structure will simplify parking enforcement, allow for the removal of outdated parking technology, and promote the sale of monthly parking permits.*

6. Monthly Municipal Lot Parking Lot Permits will remain at \$20 a month as approved by the Covina City Council in January 2011. Monthly Municipal Lot permits will also be valid for overnight parking in the Municipal Lots. Daily Municipal Lot permits at the Civic Center Parking Structure are recommended to increase from \$1 a day to \$2 a day. Overnight Municipal Lot permits will be introduced at the Civic Center Structure for \$3 a day.

- With the conversion to credit card only transactions at the Civic Center Parking Structure, transaction and merchant fees will average close to \$0.50 per transaction. It is necessary to increase the daily rate to recoup the introduction of these fees and also to provide an incentive for the purchase of monthly parking permits in relation to daily permits. Daily permits at the Metrolink Parking Structure are currently \$2 and overnight permits at the Police Department and Metrolink Structure are currently \$3.*
- Based on the monitoring of overnight parking permits by Police Department and Public Works staff for possible abuse, a separate monthly overnight permit may be created in the future for the Municipal Parking Lots. As Police Department and Public Works staff discusses the upgrade and merging of parking permit sales technology, the capability to restrict and monitor overnight parking permit use will remain a central issue.*

EXHIBIT

- *Based on public input, there was a desire to introduce a mechanism to purchase overnight parking permits on short notice in the Downtown for the Municipal Parking Lots.*

Implementation Items 1 through 6 are directly intended to improve the customer experience in Downtown in a cost-effective manner; not to increase revenue to the Parking District. An informational parking pamphlet will be created for Metrolink and Parking District stakeholders to promote the sale of monthly permits, and it is hoped that Parking District stakeholders will choose to purchase additional monthly permits for their employees under this new parking configuration. City staff will return to the City Council with another parking update in December 2011 to assess the revenue impacts of these changes and to discuss the progress of discussions with Shoppers Lane owners and merchants towards developing a sustainable financial model for common area maintenance at Shoppers Lane.

RELEVANCE TO THE STRATEGIC PLAN

This item is directly related to the City's three year goal of "enhancing financial stability" by attempting to stabilize deficit spending in account 2600-2800-00.

EXHIBITS

A. Municipal Parking Survey Summary, February 2011

| | |
|-------------------------|-------------------------|
| REVIEW TEAM ONLY | |
| City Attorney: _____ | Finance Director: _____ |
| City Manager: _____ | Other: _____ |

EXHIBIT (diagonal stamp)

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 3, 2015

ITEM NO.: CC 4

STAFF SOURCE: Alex Gonzalez, Interim Director of Public Works ^{AB}
Doc Tisuthiwongse, I.T. Services Manager

ITEM TITLE: Approve Participant Agreement between Los Angeles County and the City of Covina for Countywide Address Management System

STAFF RECOMMENDATION:

Approve Participant Agreement between Los Angeles County and the City of Covina for Countywide Address Management System and authorize the Acting City Manager or his designee to execute all related documents on the City's behalf.

FISCAL IMPACT:

There is no fiscal impact to this item.

BACKGROUND:

The Countywide Address Management System (CAMS) is a regional program to provide accurate address information to all participating system users in a web-based Geographic Information System. By participating in this system, the City will provide up to date address information that will be useable in real time by numerous system users, which include emergency service providers. The City will designate existing employees to maintain the City's address database and submit the information to the County.

RELEVANCE TO THE STRATEGIC PLAN

This item is directly relevant to the City's Strategic Plan's Goal of providing efficient, visible and responsive public safety.

EXHIBITS

- A. Participant Agreement

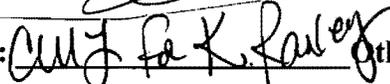
| | |
|--|---|
| REVIEW TEAM ONLY | |
| City Attorney:  | Finance Director:  |
| City Manager:  | Other: _____ |

EXHIBIT A:

PARTICIPANT AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND PARTICIPANTS
FOR
COUNTYWIDE ADDRESS MANAGEMENT SYSTEMS ("CAMS")

This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (County), and _____, a California city, special district, or agency. Each individual city, district, or agency is referred to herein individually as a "Participant" and collectively as the "Participants". The County and the Participants are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

A. **WHEREAS**, County would like to maintain an authoritative, current, accurate, and complete address and street centerline database for use in address validation, address lookup, and other address related functions;

B. **WHEREAS**, County has developed a management system for addresses known as the "Countywide Address Management System" (CAMS);

C. **WHEREAS**, Participants issue and create addresses, and have interest in addresses both within their jurisdiction and in neighboring areas;

D. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake CAMS; and

E. **WHEREAS**, the Parties intend to participate in CAMS upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide a vehicle for the collective participation in CAMS by the Parties. CAMS shall focus on the maintenance of addresses which may include, but are not limited to, products listed in Attachment A ("CAMS Data"). It is the intent of the Parties that CAMS Data shall be maintained under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

2. Responsibilities of the County

- A. Provide coordination of address error collection and the CAMS system.
- B. Maintain a CAMS database to be used for storing and managing addresses;
- C. Maintain an application that will be used to update addresses in the CAMS database;
- D. Provide Participant access to CAMS Data via direct database access, extract download, or other mutually agreed upon methods.
- E. Provide regular reports to the Participants on the status of CAMS.

3. Responsibilities of the Participant

- A. Provide an address steward who will be responsible for ensuring addresses are updated within the jurisdiction of the Participant.
- B. Update addresses within CAMS or provide updated addresses from the Participant's address maintenance systems in a mutually agreed upon format;

3. The Participant has the right to:

- A. Participate in identifying and providing technical specifications for the CAMS Data (or their derivatives).
- B. Use CAMS address data to support the operations of the Participant.

6. General Terms and Conditions

- A. This Agreement shall take effect upon execution and shall remain in effect until terminated by either Party.
- F. This Agreement may be amended or modified by County only after collaboration and consultation with the Participants.
- G. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This

Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

I. Any other California city, special district, or agency may become a Participant under this Agreement if such entity executes this Agreement, and

J. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Participant Agreement for the Countywide Address Management System Program on the date indicated below.

PARTICIPANT ENTITY

COUNTY OF LOS ANGELES
CHIEF INFORMATION OFFICE

By: _____

By: _____
Richard Sanchez
Chief Information Officer

Date: _____

Date: _____

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 3, 2015

ITEM NO.:

CC 5

STAFF SOURCE: Alex Gonzalez, Interim Director of Public Works *AG*

ITEM TITLE: Authorize Emergency Repairs to City Hall Restrooms

STAFF RECOMMENDATION

- a) Adopt **Resolution No. 15-7315** declaring that a need for an emergency repair to City Hall exists and delegating authority to the Acting City Manager to procure services and equipment without notice for bids to let contracts in the case of a declared emergency under Section 22050 of the California Public Contract Code.

FISCAL IMPACT

The fiscal impact of the project is yet to be determined, current engineer's/architect's estimates without demolition and exposure of the damaged areas range from \$60,000 to \$80,000. This project will be funded from undesignated funds in Fund 4701 – Impact Fees General Government. A future agenda item will allocate funding for the project.

BACKGROUND

The City's contract engineering firm began work in late October 2014 on assessing and designing a repair for the damaged floor in the City Hall restroom. During design and inspection, it was determined that the restroom floor has suffered significant damage due to wood rot, termites and moisture intrusion. As a result, the men's restroom was closed to all users on January 27, 2015. The women's restroom remains open, as it has been determined that the foundation of the women's restroom is stable. The extent of damage may extend into a utility room in the City Clerk's office. The identified issues require an immediate emergency response to protect the health and safety of public and private property, as the integrity of the floor cannot be determined without exposing the overlying structures.

There is a men's restroom upstairs in City Hall, which is ADA accessible though the City Hall elevator. The locking mechanism on the upstairs men's restroom has been modified to allow access, and a clear ADA path of travel has been designated to the upstairs men's restroom.

Under Public Contract Code, Section 22050 (a) (1), in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts.

In order to maintain the public's health and safety, as well as maintaining the City's infrastructure and limiting legal liability, it is requested that the City Council determine than an emergency condition exists, and to allow these repairs to proceed on an emergency basis, as authorized by Section 2.20.080(B)(2) of the Covina Municipal Code.

RELEVANCE TO STRATEGIC PLAN

This item is directly relevant to the City's Strategic Plan's Goal of providing efficient, visible and responsive public safety.

EXHIBITS

- A. Resolution 15-7315
- B. Draft Plans for City Hall Restrooms

| | |
|--|---------------------------------------|
| REVIEW TEAM ONLY | |
| City Attorney:  | Finance Director: <u>by D. Stehno</u> |
| City Manager: <u>and for K. Farney</u> | Other: _____ |

RESOLUTION NO. 15-7315

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DETERMINING THAT AN EMERGENCY CONDITION EXISTS FOR CITY HALL REPAIRS, AUTHORIZING THE LETTING OF A CONTRACT TO COMPLETE EMERGENCY REPAIRS PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE AND DELEGATING AUTHORITY TO THE ACTING CITY MANAGER TO PROCURE SERVICES AND EQUIPMENT WITHOUT NOTICE FOR BIDS

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

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

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

WHEREAS, the floors in the City Hall first-floor restrooms have suffered serious damage due to wood rot, termites and moisture intrusion. As a result, the City was forced to close the first-floor men's restroom on January 27, 2015; and

WHEREAS, Section 1102 of the California Public Contract Code defines an emergency as "a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services"; and

WHEREAS, the City has determined that the condition of the first-floor restrooms at City Hall require immediate attention to ensure public safety, reduce the risk of liability in the event of an accident, and mitigate the loss or impairment of life, health or property, given that these are the primary restroom facilities serving the general public visiting City Hall; and

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

WHEREAS, the City hereby finds that based on substantial evidence set forth in this resolution and the minutes of this meeting that the emergency will not permit a delay resulting from a competitive solicitation for bids; and

WHEREAS, the City hereby finds that based on the substantial evidence set forth in this resolution and the minutes of this meeting that the restroom floor repair is necessary to respond to the emergency.

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

SECTION 1. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct; and the damage to City Hall's first-floor restrooms constitute an emergency under section 1102 of the California Public Contract Code.

SECTION 2. The competitive bidding requirements for the City Hall restrooms repair are waived pursuant to section 22050 of the California Public Contract Code.

SECTION 3. The City Hall first-floor restrooms repair is authorized pursuant to section 22050 of the California Public Contract Code. Further, such action shall be reviewed by the City Council at subsequent regular City Council meetings to determine whether there is a need to continue the action.

SECTION 4. The action is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code §§ 2100, *et seq.*, and Title 14 of the California Code of Regulations, §§ 15000 *et seq.* ("State CEQA Guidelines")), pursuant to 14 Cal. Code of Regs., §15301 as repair of an existing facility and §15269 as an emergency project and Staff is hereby directed to file a Notice of Exemption with the Los Angeles County Clerk's Office.

SECTION 5. That authority is delegated to the Acting City Manager to procure services and equipment without notice for bids to let contracts in the case of an emergency.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 3rd day of February, 2015.

Peggy Delach, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM;

City Attorney

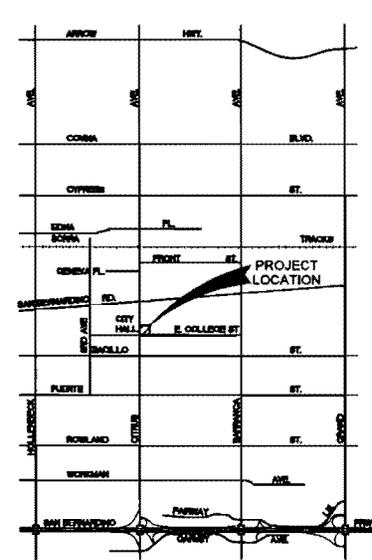
CITY OF COVINA
DEPARTMENT OF PUBLIC WORKS
CITY HALL IMPROVEMENTS PROJECT
FIRST FLOOR RESTROOM RENOVATION

CITY PROJECT NO. X-XXXXX



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE COORDINATED THROUGH AND APPROVED BY CITY ENGINEERS IN COURSE OF THIS PROJECT.
2. CITY SHALL CONFORM OR APPROVE REQUIRED CHANGES TO PRIOR TO BEGINNING OF WORK.
3. ALL WORK SHALL CONFORM TO CITY ORDINANCES AND SPECIFICATIONS.
4. WORK SHALL BE CARRIED OUT TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE UNHINDERED ACCESS TO THE PUBLIC. THE EXISTING LOCATIONS OF UTILITY LINES SHOWN HEREON ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER UTILITY LINES NOT SHOWN HEREON SHALL VERIFY ALL EXISTING UTILITIES BEFORE THE PROJECT BEGINS PRIOR TO THE START OF CONSTRUCTION AND SHALL USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE OF ALL EXISTING UTILITY LINES, SERVICES, NETWORKS, ETC., WHETHER THEY ARE SHOWN ON THESE PLANS OR NOT.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT AREAS FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM INSTALLATION OF WORK. DESIGN REGULATIONS FROM ANY AND ALL AGENCIES IN CONNECTION WITH THIS WORK SHALL BE REVIEWED AT THE END OF EACH WORK DAY. AT THE END OF THE DAY, SIGNS SHALL NOT BE ERASED ANYWHERE WITHIN THE SITE UNLESS APPROVED BY THE CITY ENGINEER.
6. THE CONTRACTOR SHALL MAINTAIN DUST CONTROL AT ALL TIMES.
7. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.1.1 OF THE "UNIFORM SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" IN REGARDS TO SAFETY SIGNS AND THE CONTRACTOR SHALL COMPLY IN ALL RESPECTS WITH THE REQUIREMENTS THEREOF.
8. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS AT THE SITES PRIOR TO THE SUBMITTING OF BIDS FOR THE WORK.
9. THIS PROJECT SHALL COMPLY WITH CURRENT CALIFORNIA TITLE 24 REQUIREMENTS.
10. ALL ENGINEERING DRAWINGS ARE FOR REFERENCE ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS AND SITE SPECIFIC AS-BUILT INSTALLATION DRAWINGS WITH DETAIL EMISSIONS, PLANS, ELEVATIONS, SECTIONS, DETAILS AND SPECIFICATIONS PROVIDED BY THE MANUFACTURERS FOR CITY APPROVAL.
11. ANY CONFLICT WITH EXISTING SIGNS, FURNITURE, MOVING MACHINES, ETC. TO BE RELOCATED BY CONTRACTOR AT NO COST TO THE CITY, AS DIRECTED BY THE CITY ENGINEER.
12. ACCESS TO RESTROOM LOCATIONS ARE CONSTRAINED AND FLOOR LOADINGS ARE LIMITED TO 100 LBS/SQ. FT.



VICINITY MAP
NOT TO SCALE

| ABBREVIATION LIST | |
|-------------------|---------------------------------|
| ADA | AMERICANS WITH DISABILITIES ACT |
| APPROX. | APPROXIMATE |
| DAL | DIAMETER |
| FIL | FRESH |
| MAX. | MAXIMUM |
| MIN. | MINIMUM |
| PSF | POUNDS PER SQUARE FOOT |
| T.B.D. | TO BE DETERMINED |
| W/ | WITH |

UTILITY CONTACT:

CITY OF COVINA (626) 261-0462
 LAURA LARA
 CITY OF COVINA WATER (626) 261-6320
 CLARE COPPOLA

UTILITY CONTACT:

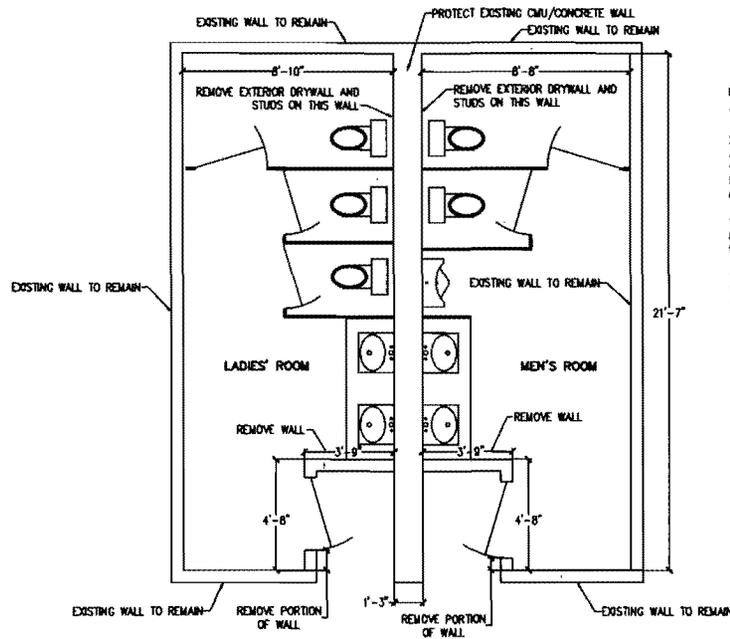
SOUTHERN CALIF. Edison (909) 892-3717
 HOLLY WHEELER
 S.D. CALIF. WATER CO. (709) 892-4271 4114
 ROBERT WEA

SHEET INDEX

| | |
|---------|--------------------------------|
| SHEET 1 | TITLE SHEET/VICINITY MAP/INDEX |
| SHEET 2 | DEMOLITION PLAN |
| SHEET 3 | PROPOSED FLOOR PLAN |
| SHEET 4 | DETAIL SHEET 1 OF 2 |
| SHEET 5 | DETAIL SHEET 2 OF 2 |

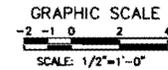
CITY OF COVINA
CITY HALL AND YARD IMPROVEMENTS
FIRST FLOOR RESTROOM RENOVATIONS
TITLE SHEET / VICINITY MAP / INDEX

| | | | |
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| | DATE 6/27/24 SCALE AS SHOWN DESIGNED FOR NO. _____ DRAWN BY _____ CHECKED BY _____ | SUBMITTED _____ DATE _____ APPROVED _____ DATE _____ | SHEET NO. 1 of 5 PROJECT NO. X-XXXXX |
| | REVISIONS NO. _____ DATE _____ BY _____ | | |



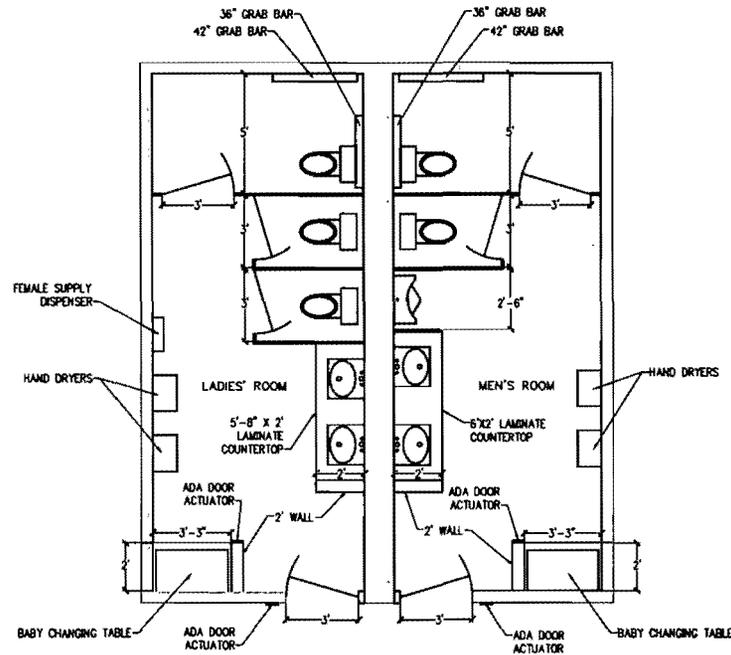
NOTES:

1. REMOVE ALL TOILETS, URINALS, SINKS, HAND DRYERS AND FEMALE SUPPLY DISPENSER.
2. REMOVE AND STORE LAMINATE COUNTERTOPS FOR REUSE.
3. REMOVE METAL PARTITIONS AND DOORS.
4. REMOVE FLOOR TILES.
5. REMOVE FLOORING IN LADIES' ROOM DOWN TO EXISTING SLAB.
6. REMOVE FLOORING IN MEN'S ROOM DOWN TO EXISTING STRUCTURAL BEAMS. DO NOT REMOVE OR DAMAGE EXISTING STRUCTURAL BEAMS.
7. REMOVE WALL TILES.
8. REMOVE CEILING LIGHTS AND WIRES WITHIN ACOUSTIC CEILING.
9. DO NOT REMOVE OR DAMAGE EXISTING ELECTRICAL OR PLUMBING ELEMENTS IN WALL.
10. REMOVE AND SALVAGE EXISTING WALL MOUNTED AIR FRESHENERS.
11. ALL DIMENSIONS SHOWN ARE APPROXIMATE.
12. CITY RESERVES THE RIGHT TO SALVAGE AND/OR REUSE ANY/ALL MATERIALS REMOVED.



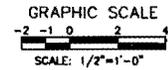
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| | | | | | | | | | | |
| | | | | | Plans Prepared by: JMD JAMES M. DUNN CIVIL ENGINEER No. 52813 State of California | | Prepared by: _____ Date: 1/22/15 City Approval: _____ Checked by: _____ Approved by: _____ | | CITY OF COVINA DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION FIRST FLOOR RESTROOM RENOVATIONS DEMOLITION PLAN | SHEET NO. 2 OF 5 |

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NOTES:

1. INSTALL ALL TOILETS, URINALS, AND SINKS AS SHOWN OVER EXISTING SEWER LINE CONNECTIONS.
2. INSTALL DOORS, HAND DRYERS AND FEMALE SUPPLY DISPENSER AS SHOWN.
3. REINSTALL SALVAGED LAMINATE COUNTERTOPS AS SHOWN.
4. INSTALL TOILET PARTITIONS AND 4' HIGH URINAL PRIVACY PARTITION AS SHOWN.
5. REPAIR WALLS AS NECESSARY.
6. INSTALL 12" SQUARE FLOOR TILES. COLOR TO BE SELECTED BY CITY. MOHAWK TILES OR APPROVED EQUAL.
7. INSTALL 3"x6" WALL TILES TO A HEIGHT OF 6'. COLOR TO BE SELECTED BY CITY. MOHAWK TILES OR APPROVED EQUAL.
8. PAINT WALLS ABOVE TILES. COLOR TO BE SELECTED BY CITY. BEHR PAINT OR APPROVED EQUAL.
9. INSTALL LIGHTING AND ACOUSTIC CEILING.
10. REINSTALL SALVAGED WALL MOUNTED AIR FRESHENERS.
11. CITY RESERVES THE RIGHT TO SALVAGE AND/OR REUSE ANY/ALL EXISTING MATERIALS THAT HAVE BEEN REMOVED.



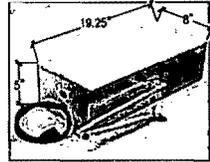
| <table border="1"> <thead> <tr> <th>REVISION</th> <th>DATE</th> <th>DESCRIPTION</th> <th>APPROVED</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | | | | REVISION | DATE | DESCRIPTION | APPROVED | DATE | | | | | | | | | | | | | | | | | | | | | | Plans Prepared by: JMD 14000 E. 1st Avenue, Suite 102 Denver, CO 80231 303.755.1100 www.jmd-engineers.com | Prepared by: _____ Date: 7/22/15 City Approved: _____ Selected by: _____ Date: _____ Approved by: _____ Date: _____ Development Reference: _____ | CITY OF COVINA DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION FIRST FLOOR RESTROOM RENOVATIONS PROPOSED FLOOR PLAN | SHEET NO. 3 OF 5 |
|---|------|-------------|----------|----------|------|-------------|----------|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|---|----------------------------|
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**ADA DOOR ACTUATOR
WIRELESS BUTTON DETAIL**
NOT TO SCALE

1



**ADA WIRELESS DOOR
ACTUATOR DETAIL**
NOT TO SCALE

2



ELECTRIC HAND DRYER DETAIL
NOT TO SCALE

3



BABY CHANGING TABLE DETAIL
NOT TO SCALE

4



DOOR DETAIL
NOT TO SCALE

5

| REVISION | DATE | DESCRIPTION | APPROVED | DATE |
|----------|------|-------------|----------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |



Plans Prepared by:
JMD
JAMES M. DUNN, P.E.
10000 Wilshire Blvd., Suite 200
Beverly Hills, CA 90210
Tel: 310-274-1111
Fax: 310-274-1112
www.jmd-engineering.com

Project No. _____ Date: 1/22/21
City Approval: _____
Submitted by: _____ Date: _____
Approved by: _____ Date: _____
Development Referral: _____

CITY OF COVINA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
FIRST FLOOR RESTROOM RENOVATIONS
DETAIL SHEET 2 OF 2

SHEET NO.
5 OF 5

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 3, 2015

ITEM NO.:

CC 6

STAFF SOURCE: Amy Hall-McGrade, Parks & Recreation Director *AM*
Jennifer Blair, Library Services Supervisor *JB*

ITEM TITLE: Adopt **Resolution No.15-7316** amending the fiscal year 2014-2015 Library Services operating budget to expend the UMIGO! You Make It Go and Children's Museum of Manhattan stipend funds to support the development of California Libraries

STAFF RECOMMENDATION:

Adopt **Resolution No.15-7316** amending the fiscal year 2014-2015 Library Services operating budget to expend the UMIGO! You Make It Go and Children's Museum of Manhattan stipend funds to support the development of California Libraries

FISCAL IMPACT:

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

| | | |
|----------------------|------------------------------|---------|
| 28003900-42090 UMIGO | Revenue | \$1,000 |
| 28003900-53590 UMIGO | General Printing and Binding | 900 |
| 28003900-54410 UMIGO | Food, Supplies, and Meals | 100 |

BACKGROUND:

Children's Museum of Manhattan announced a partnership opportunity with UMIGO! You Make it Go in November 2014. The announcement required that libraries provide UMIGO! and Children's Museum of Manhattan with a basic summary of demographic and budgetary information including population served, dates of fiscal budget, and programming.

Jennifer Blair, Library Services Supervisor researched and prepared the summary. The program and stipend focuses on promoting the UMIGO! You Make it Go software via an iPad, iPad mount, graphics, and promotional materials at the Covina Public Library. UMIGO! You Make it Go is a children's digital software that provides games, songs, and stories to early elementary age children. The software provides games, songs, and stories that are entertaining while enhancing developmental abilities. The program allows children to become active learning through increase of skills in math, problem solving, and critical thinking. UMIGO is made possible in part by a Ready to Learn grant from the U.S. Department of Education. In partnering with UMIGO! You Make it Go and Children's Museum of Manhattan, this will endow the City with the means and capability to expand the services and programs beyond past expectations and target audience.

Library staff will be able to achieve the promotion of UMIGO! You Make it Go by installing a provided iPad with pre-loaded software, iPad mount, graphics, and promotional materials as well

as participating in a Summer Learning Event to take place in June 2015. Children's Museum of Manhattan will provide and coordinate the logistics and required participation of the Summer Learning Event at a later date. The \$1,000 stipend is expected to cover any promotional costs associated with this event and any promotional materials.

The following summary was prepared and submitted to UMIGO! You Make it Go and Children's Museum of Manhattan on November 19, 2014:

The majority of the audience at Covina Public Library is comprised of adults and children with the highest population centered towards families. According to the American Community Survey provided by the United States Census, the city of Covina is composed of 8,595 children between ages 0-12. A report provided by the Covina Public Library demonstrates 6,718 children are library cardholders, which includes the surrounding cities. From this estimation, the library currently serves 6,718-9,000 children, including non-card holders. The total amount of library cardholders (all ages) equals 31,782, and it is estimated that the library serves 31,782-35,000 people within a given year on a continual basis.

Contributing factors towards the audience of Covina Public Library includes the services and programs the library provides. The Library provides a variety of services for our local community and surrounding areas and is dedicated to promoting literacy, education, and a love of reading by providing free access to books and educational, informational, and recreational materials and programs. Library services include Toddler and Baby story times, Homework Help (for children ages 6-13), Adult Basic Education, ESL classes, Citizenship Preparation, Children Literacy services, Play and Learn Workshops, Summer Reading Programs (all ages), and Child Development programs.

The Play and Learn Workshops are made possible because the Covina Public Library is a Family Place Library. A Family Place Library is made possible through being a grant recipient, of which included a rigorous application process. Family Place Libraries is a network of libraries that believe literacy begins at birth and that libraries can help build healthy communities by nourishing healthy families. Weekly sessions include child development and behavior, nutrition, speech and hearing, literacy, and more. This is supported by: U.S. Institute of Museum and Library Services under provisions of the Library Services and Technology Act, administered in California by the State Librarian.

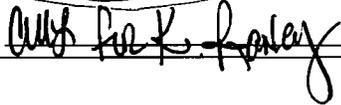
Because of such programs, the Covina Public Library has become known as a family library where parents and caregivers have opportunities to strengthen their relationship with their children in an educational setting via parent/child workshops, and are able to connect through story times and participate in free programs. In addition and as a grant recipient of Early Learning with Families, the library is also able to offer free checkout services of iPads with pre-loaded applications that focus on early learning and provide parenting resources. Connecting these iPads and extending the service to UMIGO would provide a perfect opportunity for children to experience a service that extends their educational needs with easy access.

RELEVANCE TO THE STRATEGIC PLAN:

The UMIGO grant funds will provide an opportunity to enhance customer service to young children by providing an opportunity to enhance their mathematical skills by utilizing age appropriate software. This is one of the three-year goals of the current Strategic Plan.

EXHIBITS:

A. Resolution No. 15-7316

| | |
|--|---|
| REVIEW TEAM ONLY | |
| City Attorney:  | Finance Director:  |
| City Manager:  | Other: _____ |

RESOLUTION NO. 15-7316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2014-2015 LIBRARY SERVICES OPERATING BUDGET TO EXPEND THE UMIGO! YOU MAKE IT GO AND CHILDREN'S MUSEUM OF MANHATTAN STIPEND FUNDS TO SUPPORT THE DEVELOPMENT OF CALIFORNIA LIBRARIES.

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 intent for all expenditures for program supplies will be covered through UMIGO! and Children's Museum of Manhattan grant funds

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 Library Services Division operating budget as follows:

| | | |
|----------------------|------------------------------|---------|
| 28003900-42090 UMIGO | Revenue | \$1,000 |
| 28003900-53590 UMIGO | General Printing and Binding | 900 |
| 28003900-54410 UMIGO | Food, Supplies, and Meals | 100 |

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

PASSED, APPROVED AND ADOPTED this 3rd day of February, 2015.

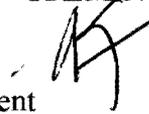
CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 3, 2015

ITEM NO.:

CC 7

STAFF SOURCE: Nancy Fong, AICP,
Interim Director of Community Development



ITEM TITLE: City Council to approve the pre-qualified consultant lists for providing on-call as needed Planning services and Environmental services to the City

STAFF RECOMMENDATION

Approve the attached lists of firms for providing on-call as needed Planning services and Environmental services for 4 years and authorize the City Manager to negotiate and execute agreements not to exceed \$25,000 for on-call as needed Planning and Environmental services on behalf of the City

FISCAL IMPACT

The budget for FY 14/15 included \$35,000 for professional services (Account No. 1010-4010-51005). Of the total amount, approximately \$10,000 has been expended on project management and environmental review for small projects, leaving \$25,000 available for on-call as needed services to continue to process smaller projects such as 4 or less new residential units, conditional use permits or City initiated applications such as Zoning Code Amendments. The cost of the on-call as needed Planning and/or Environmental services for larger and more complex development projects will be paid for by the Applicant/Developer.

BACKGROUND

The Planning staff has used consultants to provide on-call as needed services for project management of planning applications and for the preparation of environmental documents such as Initial Study and Mitigated Negative Declaration. However, the consultant service was not used consistently by staff and therefore, did not alleviate the backlog of planning applications. As a result, there was a time delay in the development review process for many planning applications. The limited resources in the Planning Division and the continued increase in planning applications compounded this problem.

Based on the recent Community Development Department/Planning Division organizational audit conducted by Kelly Associates Management Group (Kelly Report) in July 2014, a recommendation was to continue using contract staff/consultants to address the backlog of projects and the processing of complex or large projects. In November 2014, and in response to the recommendation of the organizational audit, former City Manager Parrish directed staff to prepare a Request for Proposal (RFP) to solicit Statement of Qualifications (SOQ) from firms that provide on-call as needed Planning services and Environmental services.

ANALYSIS

A. Request for Proposal (RFP) and Statement of Qualification (SOQ) Selection Process.

On November 20, 2014, staff sent a RFP to 12 consulting firms via electronic mail as well as posted the RFP on City's Website. The deadline to submit the RFP was December 11, 2014. The City received timely responses from 8 firms, and four consulting firms did not respond. Of the 8 firms, 4 requested to be on both the Planning and Environmental services. A City Staff Review Team consisting of the Community Development Director, Public Works Director, Contract City Engineer and Assistant to the City Manager reviewed the SOQ for completeness and content, and evaluated them on the following factors:

1. The firm's proposal and its completeness (20 points)
2. The firm's relevant experience and qualifications (25 points)
3. The firm's offer the depth and quality of services (10 points) - Planning
The firm's technical knowledge of CEQA. (10 points) - Environmental
4. The firm's familiarity with locality. (10 points)-Planning
The firm's experiences in CEQA challenge. (10 points) - Environmental
5. The firm's credentials of staff assigned. (25 points) - Planning
The firm's credentials of staff assigned to prepare Initial Study, Mitigated Negative Declaration or Environmental Impact report. (25 points) - Environmental
6. The firm's professional standing and references from past clients (10 points)

The City Staff Review Team rated the proposals and the personnel based on the above criteria. The following Tables provides a summary matrix of the rankings for Planning and Environmental services.

TABLE 1 - SUMMARY PLANNING SERVICE CANDIDATES' RANKING

| Candidate firms' names (in Alphabetically order) | Average Score | Rank |
|---|---------------|------|
| Civic Solutions | 90 | 2 |
| Dudek | 85 | 4 |
| LDM-MDG | 72 | 5 |
| Lilley Planning Group | 85 | 4 |
| MIG/Hogle-Ireland | 91 | 1 |
| PMC | 87 | 3 |
| Yapremian Associates | 68 | 6 |

The City Staff Review Team recommended the following consultant firms to be placed on the list of approved and pre-qualified consultants for Planning services: MIG/Hogle-Ireland, Civic Solutions, PMC and Lilley Planning Group. Although Dudek has the same ranking as Lilley Planning Group, Dudek is well known for its work in CEQA and staff decided to place Dudek under the pre-qualified list of environmental services.

TABLE 2-
SUMMARY ENVIRONMENTAL SERVICE CANDIDATES' RANKING

| Candidate firms' names (in Alphabetically order) | Average Score | Rank |
|---|---------------|------|
| Bon Terra-Psomas | 89 | 3 |
| Civic Solutions | 78 | 6 |
| Dudek | 91 | 2 |
| MIG/Hogle-Ireland | 82 | 5 |
| PMC | 85 | 4 |
| Ultra Systems | 92 | 1 |

The City Staff Review Team recommended the following consultant firms to be placed on the list of approved and pre-qualified consultants for Environmental services: Ultra Systems, Dudek, Bon Terra-Psomas and PMC.

B. How does on-call as needed Planning or Environmental Services Work?

The pre-qualifying of the consultant firms for providing on-call as needed Planning services and Environmental services will streamline the time for the development review process as development projects are submitted to the City. Instead of seeking project-specific Requests for Proposal, the pre-qualified consultants will only need to address and respond to the scope of work unique to the project in question and not have to demonstrate the qualifications, since their qualifications have been established. Their response to the scope of work will have a shorter period of time. In doing so, this process reduces staff time necessary for preparation, solicitation and review of consultants' proposals, which could have easily added 6 to 8 weeks to the process before selection of the consultant.

The Community Development Director will make the decision to use consultants to process planning applications, to conduct peer review of environmental documents and technical studies submitted by the applicant, or to prepare the required environmental documents. Once a development project is received or the City initiates a planning application, the Director will issue a Task Order to the pre-qualified consultants' lists and request a bid proposal with detailed scope of work and the total cost within a two-week period. The Director will review the proposal submitted by the consultants and compare their scope of work and the cost. The selection of the consultant to work on the projects or planning applications is based on the proposal that best meets the scope of work and the lowest cost. For larger and complex development projects, the Director will inform the applicants of the selected consultant to perform the scope of work and the total cost. Upon payment of the total cost, the Director will issue a notice to the selected consultant to proceed with the work.

C. Examples of Potential Future Private Development Projects and City Projects.

1. 8.57 acres Elementary School site. The site was surplus and sold by the Charter Oak School District to a development company with a potential residential development for over 100 units that involve land use change, zone change, establishment of a Planned

Community Development Overlay District, Tentative Tract Map, Site Plan Review and compliance with CEQA, which may be an EIR or at a minimum MND.

2. The City has been awarded a \$342,000 grant from a MTA's Transit Oriented Development Planning Grant Program. This grant will allow the City to amend the General Plan, the Zoning Ordinance and the Town Center Specific Plan and adopt land use regulations that are supportive of transit oriented development (TOD's) around the Covina Metrolink station areas and adjacent transit corridors. Part of the grant money will be used for compliance with the CEQA process.
3. A tremendous increase in development activities for single family and multi-family developments that are less than 12 units.
4. City Council is examining the appropriate land use for a few industrially zoned areas that might be subjected to future development.
5. The vacant Clippinger auto dealership site at Citrus and San Bernardino Road.

D. Professional Services Agreement.

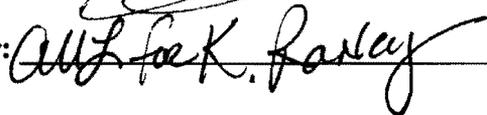
Each of the consultants on the approved pre-qualified list will have to sign the City's Professional Services Agreement. Instead of including all 8 draft Professional Services Agreements to the report, staff has attached a sample one. The amount for each Professional Services Agreement is stated not to exceed \$25,000. The City Manager is authorized to negotiate and execute an agreement not to exceed \$25,000. Again, the amount is an estimate at this time. When the contract services from a consultant has reached to \$20,000, staff will forward a request to amend the agreement for the City Council review and approval before assigning more contract work for the consultant.

RELEVANCE TO THE STRATEGIC PLAN

The use of on-call as needed consultants for Planning and Environmental services is an action program that implements the recommendations of the Kelly Report. Improving the development review process and the reduced time to process projects and applications will meet the goal of enhancing customer service.

EXHIBITS

- A. Request for Proposal issued November 20, 2014
- B. List of consultants responded and their Statements of Qualifications (On file in the office of the City Clerk)
- C. Sample of professional Services Agreement with the approved & pre-qualified consultants

| | |
|--|---|
| REVIEW TEAM ONLY | |
| City Attorney:  | Finance Director:  |
| City Manager:  | Other: _____ |

CITY OF COVINA

REQUEST FOR QUALIFICATIONS (RFQ) TO ESTABLISH ON-CALL LISTS FOR PLANNING SERVICES AND ENVIRONMENTAL REVIEW SERVICES

I. Introduction

The Community Development Department is responsible for the administration of the City's planning, economic development, building and code enforcement activities and services. The Division of Planning Services provides advanced and current planning functions. Advanced planning includes the preparation and administration of the General Plan, Zoning Ordinance, Housing Element, Specific Plans, and governmental referral special projects. Current planning consists of the review and processing of development and land use applications including conditional use permits, site plan review, variances and Planned Community Development. Application processing includes the preparation of any required environmental review documents in accordance to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) if applicable.

From time to time the Planning Division requires additional professional planning services, environmental review services, and technical expertise either acting as an extension of the city staff for project management or as independent technical consultant. The City is issuing this Request for Qualification (RFQ) to identify the consultant who has extensive experiences working with the public entities to provide planning services and environmental review services and to streamline the Consultant selection process for the provision of these services.

A. Creation of a Planning Services On-Call Consultant List and an Environmental Review Services On-Call Consultant list:

Statements of Qualifications (SOQ) are to be submitted by consultants in response to the RFQ. Only firms which respond to this RFQ will be considered for placement on the Planning Services On-Call List or Environmental Review Services On-Call List or both. The City will use the On-Call Consultant Lists to select qualified planning and/or environmental services consultants on an as needed basis. Once approved by the City Council, the On-Call Lists (List) will be valid for a three (3) year period.

B. Selection of Firm to Provide Planning Services and/or Environmental Review Services:

As projects are received that required additional professional planning and/or environmental review services and technical expertise, the City staff will provide a description of the project and the requested services to two firms on the List with demonstrated expertise in the services requested. Each consultant will in turn provide a scope of work and not to exceed cost estimate based upon its fixed fee schedule. Planning Services will review the materials received from each consultant to identify the consultant with the best work plan and budget (selection may not be based on the lowest budget), and will then negotiate with that consultant to develop a mutually acceptable professional services agreement. If the City and selected consultant are not able to reach an agreement, the City will consider the second highest ranked proposal.

II. Scope of Work

A. **Planning Services.** Selected consultants for Planning Services shall have demonstrated expertise in processing applications for various types of projects that include, but not limited to, residential, commercial, industrial, mixed use and transit oriented development. Some application may require a General Plan Amendment, Zone Change, establishment of a Planned Community Development Overlay, etc. Typical and examples of Planning Services tasks are:

- Initial Site Assessment
- Review project for completeness and compliance with the General Plan, Zoning Ordinances, Town Center Specific Plan (if applicable), Design Guidelines, and all applicable codes and ordinances
- Prepare letters for Director's review
- Attend Development Review Committee meeting(s) for the project
- Coordinate comments from members of the Development Review Committee
- Meet with Applicant
- Coordinate the Project Review with CEQA Review
- Prepare public hearing notices, staff reports, resolutions and conditions of approval
- Attend Planning Commission and/or City Council meetings
- File management for the projects
- Plan Check review of projects including, but not limited to, construction plans, grading plan, landscape and irrigation plans, lighting plans, etc., for compliance with conditions of approval

B. **Environmental Review Services.** Selected consultants for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

- Initial Site Assessment
- CEQA Initial Study to determine whether project requires EIR, MND, ND or CE
- Cultural and Historical Evaluations
- Noise Studies
- Air Quality
- Transportation Studies
- Water Quality/Storm and Wastewater Control Management
- Greenhouse Gas Emission Studies
- Environmental Mitigation Studies/Reports
- Coordinate and distribute environmental documents and notices
- Mitigation Monitoring
- Presentations at public meetings
- Coordinate the CEQA Review with Project Review

In addition to the above environmental review tasks, the consultant may be assigned to conduct a peer review of EIR, MND, or ND submitted by the project applicant for a review of completeness, adequacy and compliance with CEQA.

III. SOQ Format

The SOQ must include, at a minimum, the following information:

- A. A Brief description of the consultant's firm, including the year the firm was established, the type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consultant services.
- B. A summary of the qualifications and experience of each member proposed to provide planning services and/or environmental review services.
- C. A project summary list with descriptions of the proposed team's experience relative to the provision of planning services and/or environmental review services. Emphasis should be given to work done for public entities.
- D. A list of sub-consultants to be used, if any, and their relevant expertise.
- E. A list of references of relevant clients, including a contact person with their current telephone number and email address.
- F. A fixed fee schedule that includes the hourly rate and classification of all employees who would be assigned to the anticipated projects. The fee schedule must be submitted in a separate sealed envelope and will not be used as part of the evaluation criteria.
- G. Other information that will assist the City in selecting the most qualified consultant(s).

IV. SOQ Submittal Requirements

An original, two paper copies and one original copy of the fee schedule in a separate sealed envelope must be ~~posted~~ ^{RECEIVED} marked by December 11, 2014. Late submittals will not be accepted. Submittal requirements send via email will not be accepted.

Submission are to be mailed or hand delivered to:

Nancy Fong, AICP
Interim Community Development Director
City of Covina
125 E. College Street
Covina, CA

V. Evaluation Procedure

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interview if necessary. License status and references will be also verified. The SOQ review will focus upon the following criteria:

- A. **Organization.** Does the firm offer the breadth and quality of services required for the types of planning services and/or environmental review services listed in the Scope of Work? Does the firm's organizational structure show sufficient depth, capacity for it present and additional workload?
- B. **Staff.** Do the qualifications of key personnel to be assigned to the anticipated projects coincide with the tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience and professional qualifications?
- C. **Experience.** Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature s described herein?

Addendum to RFQ:

A list of Potential Projects

- 8.57 acres Elementary School site. The site was surplus and sold by the Charter Oak School District to a development company with a potential residential development for over 100 units that involve land use change, zone change, establishment of a Planned Community Development Overlay District, Tentative Tract Map, Site Plan Review and compliance with CEQA, which may be an EIR or at a minimum MND.
- City has been awarded a \$342,000 grant from a MTA's Transit Oriented Development Planning Grant Program. This grant will allow the City to amend the General Plan, the Zoning Ordinance and the Town Center Specific Plan and adopt land use regulations that are supportive of transit oriented development (TOD's) around Covina Metrolink station areas and adjacent transit corridors. Part of the grant money will be used for compliance with the CEQA process.
- A tremendous increase in development activities for multi-family developments that are less than 12 units
- Anticipate 3 new developments for Starbucks café with drive-through facilities.
- City Council is examining the appropriate land use for a few industrially zoned areas that might be subjected to future development.

TO: INTERESTED VENDORS

FROM: NANCY FONG, AICP
INTERIM COMMUNITY DEVELOPMENT DIRECTOR

DATE: NOVEMBER 20, 2014

SUBJECT: **REQUEST FOR QUALIFICATIONS (RFQ) TO ESTABLISH ON-CALL
LISTS FOR PLANNING SERVICES AND ENVIRONMENTAL REVIEW
SERVICES IN THE CITY OF COVINA**



You are invited to submit your Statement of Qualifications (SOQ) and a sealed cost proposal to be considered for placement on the City of Covina's Planning Services and Environmental Review Services On-Call Lists. Submissions are due to

Nancy Fong, AICP
Interim Community Development Director
City of Covina
125 East College Street
Covina, CA 91723-2199

Postmarked or Hand Delivered by 5:00 p.m. on December 11, 2014

For further information, contact Nancy Fong at (626) 384-5458 or via email at nfong@covinaca.gov. The document may also be downloaded from the City of Covina website at: www.covinaca.gov.

Attachment:

- Request for Qualifications

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
MIG/HOGLE-IRELAND
AND
THE CITY OF COVINA, CALIFORNIA**

This Agreement for Consultant Services (“Agreement”) is entered into as of this _____ day of _____, 2015, between MIG/Hogle-Ireland (“Consultant”) and the City of Covina, a municipal corporation (“City”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant was selected by the City to perform those services defined and described particularly in Section 2 of this Agreement.

C. Pursuant to the City of Covina’s Municipal Code, the City has authority to enter into this Consultant Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

In consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

The term of this Agreement shall be the period commencing from the effective date of this Agreement, as first shown above and shall terminate on February 3, 2019.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," upon authorization in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Manager. Any amount exceeding a total of \$25,000 shall go to the City Council for approval, first.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "A" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Five Thousand dollars (\$ 25,000), unless additional compensation is approved in writing by the City Council.

(a) Consultant shall furnish to City an **original** invoice for all work performed and expenses incurred. The invoice shall detail charges by the following categories: 1. Daily labor per hourly basis and, if applicable, 2. travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(b) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice or be subject to a late charge of 3% of the amount owed.

(c) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written

explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) Consultant is and shall at all times remain an independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at

all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) The provisions of this section do not apply to claims occurring as a result of City's sole negligence or willful acts or omissions.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the

default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Consultant: MIG/Hogle-Ireland

To City: City of Covina
Attn: Community Development Director;
 or his/her designee
 125 E. College Street
 Covina CA 91723

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Manager. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF COVINA, a California municipal corporation

By: _____ Date: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM

By: _____ Date: _____
City Attorney

CONSULTANT

By: _____ Date: _____
(Name)

EXHIBIT "A"
SCOPE OF SERVICES

The Selected consultant for Planning Services shall have demonstrated expertise in processing applications for various types of projects that include, but not limited to, residential, commercial, industrial, mixed use and transit oriented development. Some application may require a General Plan Amendment, Zone Change, establishment of a Planned Community Development Overlay, etc. Typical and examples of Planning Services tasks are:

- Initial Site Assessment
- Review project for completeness and compliance with the General Plan, Zoning Ordinances, Town Center Specific Plan (if applicable), Design Guidelines, and all applicable codes and ordinances
- Prepare letters for Director's review
- Attend Development Review Committee meeting(s) for the project
- Coordinate comments from members of the Development Review Committee
- Meet with Applicant
- Coordinate the Project Review with CEQA Review
- Prepare public hearing notices, staff reports, resolutions and conditions of approval
- Attend Planning Commission and/or City Council meetings
- File management for the projects
- Plan Check review of projects including, but not limited to, construction plans, grading plan, landscape and irrigation plans, lighting plans, etc., for compliance with conditions of approval

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
DUDEK AND
THE CITY OF COVINA, CALIFORNIA**

This Agreement for Consultant Services (“Agreement”) is entered into as of this _____ day of _____, 2015, between Dudek (“Consultant”) and the City of Covina, a municipal corporation (“City”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant was selected by the City to perform those services defined and described particularly in Section 2 of this Agreement.

C. Pursuant to the City of Covina’s Municipal Code, the City has authority to enter into this Consultant Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

In consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

The term of this Agreement shall be the period commencing from the effective date of this Agreement, as first shown above and shall terminate on February 3, 2019.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," upon authorization in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Manager. Any amount exceeding a total of \$25,000 shall go to the City Council for approval, first.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "A" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Five Thousand dollars (\$ 25,000), unless additional compensation is approved in writing by the City Council.

(a) Consultant shall furnish to City an **original** invoice for all work performed and expenses incurred. The invoice shall detail charges by the following categories: 1. Daily labor per hourly basis and, if applicable, 2. travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(b) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice or be subject to a late charge of 3% of the amount owed.

(c) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written

explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) Consultant is and shall at all times remain an independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at

all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) The provisions of this section do not apply to claims occurring as a result of City's sole negligence or willful acts or omissions.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the

default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Consultant: Dudek

To City: City of Covina
Attn: Community Development Director;
or his/her designee
125 E. College Street
Covina CA 91723

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Manager. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF COVINA, a California municipal corporation

By: _____ Date: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM

By: _____ Date: _____
City Attorney

CONSULTANT

By: _____ Date: _____
(Name)

EXHIBIT "A"
SCOPE OF SERVICES

The Selected consultant for Environmental Review Services shall have demonstrated expertise in preparing environmental review documents as required by CEQA that include, but not limited to, one or more of the following environmental review tasks:

- Initial Site Assessment
- CEQA Initial Study to determine whether project requires EIR, MND, ND or CE
- Cultural and Historical Evaluations
- Noise Studies
- Air Quality
- Transportation Studies
- Water Quality/Storm and Wastewater Control Management
- Greenhouse Gas Emission Studies
- Environmental Mitigation Studies/Reports
- Coordinate and distribute environmental documents and notices
- Mitigation Monitoring
- Presentations at public meetings
- Coordinate the CEQA Review with Project Review

In addition to the above environmental review tasks, the consultant may be assigned to conduct a peer review of EIR, MND, or ND submitted by the project applicant for a review of completeness, adequacy and compliance with CEQA.

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 3, 2015

ITEM NO.: PH 1

STAFF SOURCE: Nancy Fong, Interim Director of Community Development
Alan Carter, City Planner *a.c.*



ITEM TITLE: Introduce and Waive Further Reading of Ordinance No. 15-2037, Planned Community Development Ordinance PCD 99-001 (Amendment No. 1), adding “automobile rental” as a permitted use within and modifying the sign regulations for one property within the Shoppers Lane/Terrado Plaza Planned Community Development Area.

STAFF RECOMMENDATION

- 1.) Open the public hearing and receive public testimony;
- 2.) Introduce and waive further reading of Ordinance No. 15-2037, establishing Planned Community Development Ordinance PCD 99-001 (Amendment No. 1) to allow, as a permitted use, “automobile rental” and to allow for the modification to the sign regulations for one property within the Shoppers Lane/Terrado Plaza Planned Community Development Area.

FISCAL IMPACT

There is no direct impact to the General Fund. However, permitting this use under the appurtenant PCD-related zoning would result in the physical improvement to and the continuing auto rental use in the area, thus generating additional property and sales taxes for the City.

BACKGROUND/ANALYSIS

In 1999, the City adopted Ordinance No. 99-1851 to establish a Planned Community Development (PCD) overlay zone for the Terrado Plaza business center and Shoppers Lane commercial area. The primary intent of the PCD overlay zone was to encourage diversification in locations of structures, uses and other site qualities. The Terrado Plaza and Shopper’s Lane PCD overlay permits many types of retail and administrative businesses including auto sales under the conditional use permit process, but did not allow auto rental.

In September 2014, the Planning staff granted Enterprise Rent-A-Car approval to operate its auto rental business temporarily at 728 South Citrus Avenue, a former bank site abutting Terrado Plaza. The business needed to relocate from its long-time property generally across the street, at 635 South Citrus Avenue, due to the Covina Sage Chevrolet project.

At its December 9, 2014 meeting, the Planning Commission voted 5-0 to recommend to the City Council approval of Enterprise’s PCD-related request and made written findings under Resolution No. 2014-017 PC that the PCD modification would be in the best interests of the City

and would be consistent with the City's General Plan. By the same 5-0 vote, under Resolution No. 2014-020 PC, the Commission also granted application Site Plan Review (SPR) 14-028), allowing Enterprise to perform certain permanent site improvements to accommodate the business, subject to particular conditions of approval. In affirming both applications on December 9th, the Planning Commission made general comments on the overall project proposal and minor changes to the conditions of approval.

The Commission's decision to grant the SPR petition was not appealed to the City Council within the required 10-day appeal period. However, the SPR is expressly contingent upon the approval of the PCD-associated application by the Council. Therefore, while only the "PCD Amendment" application is before the City Council this evening, Enterprise's SPR will automatically be voided if the Council does not approve the PCD modification.

Presently, the City Council is requested to review and approve the proposed amendment to the PCD overlay zone as follows:

1. Adding "auto rental" as a permitted use; and
2. Allow building and freestanding signs that deviate from current applicable signage requirements.

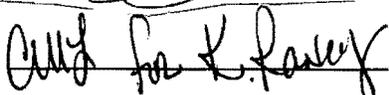
For further background information on this application and on Enterprise's current request, the City Council may refer to Exhibits A, B, and C at the end of the Commentary. The contents of the exhibits are described below.

RELEVANCE TO THE STRATEGIC PLAN

The Strategic Plan calls for the adoption of measures that would strengthen the economic base of the City. It is believed that the PCD proposal would meet this aim.

EXHIBITS

- A. Planning Commission staff report on proposal from 12/9/14 meeting, including certain exhibits.
- B. Planning Commission Resolution 2014-020 PC from 12/9/14 meeting (concerning SPR application), including improvement-related conditions of approval.
- C. Planning Commission Resolution 2014-017 PC from 12/9/14 meeting (concerning PCD application).
- D. Ordinance No. 15-2037, amending PCD 99-001.

| | |
|--|---|
| REVIEW TEAM ONLY | |
| City Attorney:  | Finance Director:  |
| City Manager:  | Other: _____ |



CITY OF COVINA

PLANNING COMMISSION AGENDA REPORT ITEM NUMBER PH 3 DECEMBER 9, 2014

TO: Chairman and Members of the Planning Commission

FROM: Nancy Fong, AICP, Interim Director of Community Development

SUBJECT: Planned Community Development (PCD) 99-001 Modification #1 and Site Plan Review (SPR) 14-028

SITE AND PROJECT DESCRIPTION

A. Project Information:

Request: Applications a) PCD 99-001 (Modification #1), a Planned Community Development Modification to add "automobile rental" as a permitted use and to establish, for the subject property, special signage criteria for a pylon sign and wall signs and b) SPR 14-028, a Site Plan Review to establish an automobile rental facility (Enterprise Rent-A-Car) on the aforementioned property, including site improvements to accommodate the facility.

Applicant: Enterprise Rent-A-Car

Property Owner: Hillwood Properties

Location: 728 South Citrus Avenue

Assessor Parcel

Map Nos.: 8451-002-048

B. Site and Surrounding Land Uses-Table 1:

| | General Plan | Zoning | Existing Uses |
|-------|--------------------|--|--|
| Site | General Commercial | C-3A (PCD) – Regional or Community Shopping Center with a Planned Community Development overlay zone | Enterprise Rent-A-Car (currently operating on a temporary basis) |
| North | General Commercial | C-3A (PCD) – Regional or Community Shopping Center with a Planned Community Development overlay zone | Sit-down Restaurant |
| South | General Commercial | C-3A (PCD) – Regional or Community Shopping Center | Commercial Bank |

| | | | |
|------|---------------------|--|---|
| | | with a Planned Community Development overlay zone | |
| East | General Commercial | C-3A (PCD) – Regional or Community Shopping Center with a Planned Community Development overlay zone | Terrado Plaza Commercial-Office Complex |
| West | City of West Covina | City of West Covina | New Car Dealership |

C. **Development Standards and Project Data-Table 2:** The following Table illustrates certain key facts regarding the project proposal:

| | Development Standards | Code Requirement | Proposal |
|----|----------------------------|---|--|
| 1. | Lot Size | N/A | 1 acre (1 parcel) |
| 2. | Building Size | none | 6,468 square feet (leasable floor area) |
| 3. | Current Hours of Operation | No minimum | M-F, 7:30 a.m.-6:00; SA, 9:00 a.m. -1:00 & SU 9:00 a.m. – 12:00 p.m. |
| 4. | Occupant Load | To be established by Building Division and Fire Department | |
| 5. | Off-Street Parking | Retail-1/200 SF Total Required = 32 parking spaces (Note: requirement could be considered lower due to predominate orientation of floor space being devoted to administrative functions) | Total provided -38 parking spaces |
| 6. | Signage | One 20 sq. ft., 6 ft. high monument sign with building signs being not more than 15 percent of appurtenant building face and 2.5 feet in height. | One 45 sq. ft., 16.3 ft. high pylon sign with front building sign being 15.7 percent of building face and all three building signs varying from 3 to 7 feet in height. |

ANALYSIS

- A. **Background:** Enterprise Rent-A-Car recently relocated to the subject site (from its long-time location across the street at 635 South Citrus Avenue due to the purchase of that property by Covina Sage Chevrolet). Enterprise operates at this location the same type of typical car rental facility that previously existed across the street, with the addition of some corporate-related administrative functions. In September 2014, Planning approved application SPR 14-031, which permitted Enterprise to operate on the site on a temporary basis, subject to certain conditions, including the requirement that the business obtain certain necessary zoning applications to permit permanent operations (addressed below). The subject property, which is flat, generally rectangular in shape, and presently fully improved with a two-story, 6,468-square foot building approximately 28 feet from the front property line and parking improvements primarily on the southern and, to a lesser extent eastern side of the building, was previously used by multiple commercial banks. The property further lies within a commercial complex, a key component of which is the easterly office-oriented Terrado Plaza business center.
- B. **Proposed Project:** Enterprise proposes to perform certain modifications to the building interior and to the parking area to accommodate its car rental-focused operations. These modifications, which would be performed in a single phase, are depicted on the associated submitted project plans and will be highlighted by the Planning staff during the Planning Commission meeting. In general, the interior work would entail the redesign of the first level of the building into new offices and areas serving company administration, customers, and car washing operations. (No vehicle repair or body and painting activities would occur on the property.) The exterior work would encompass the redesign and resurfacing of the primary parking area on the southern side of the building, including the removal of six trees and the elimination of 8 parking spaces, to accommodate parking for rental cars and customers as well as vehicular access to the car washing area in the rearward portion of the building. Enterprise employees would park in areas to the north and east of the building. No building additions or exterior modifications (except for minor work to complement the interior improvements) are proposed. Lastly, the applicant proposes to perform certain modifications to the existing signage to accommodate its business. The signage-related changes are described in Table 2 above.
- C. **PCD 99-001 (Modification #1):** In 1999, the City adopted this application for the area generally around the Terrado Plaza commercial complex and the northerly Shoppers Lane and adjacent car dealership-oriented block to foster economic development in the overall district. Because automobile rental is not listed as a permitted use under this zoning classification and because certain proposed signage of the proposed business slightly deviates from the associated provisions of the Covina Municipal Code, a "PCD

Modification" application is needed. The signage component of the application would only be applicable to the property at 728 South Citrus Avenue (APN 8451-002-048).

Based on the above analysis, the Planning Commission must determine if the following findings for Planned Community Development Modification can be made:

1. The site for the proposed use is adequate in size and shape to accommodate the use.

Findings of Facts: The proposed modification to the appurtenant PCD application relates principally to allowing a new use, automobile rental, typically an innocuous activity, to operate as a permitted use within the boundaries of the PCD 99-001 district. (Automobile rental is currently permitted by right in multiple similar zoning districts in the City, including "C-3/Central Business," "C-3A/Regional or Community Shopping Center," "C-4/Highway Commercial," and "C-5/Specified Highway Commercial.") No new physical development on the site is proposed other than certain above-noted building interior and parking area improvement work and new exterior signage to accommodate the use. The site would have sufficient parking, access, and building area to serve a car rental function.

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

Findings of Facts: As stated in Finding A above, the proposed modification appertains to allowing a new use within the existing list of permitted uses in the district encompassing application PCD 99-001 only. No new physical development is proposed other than certain above-noted building interior and parking area improvement work and new exterior signage to accommodate the vehicle rental activity. The staff believes that adequate street widths and pavement exists to carry the traffic generated by the use, which would likely be less than the prior banking activities on the property. The automobile rental business would be somewhat limited by restrictions on operating hours and the occupancy load.

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

Findings of Facts: The car rental use, as noted in Finding A above, is permitted by right in the base ("C-3A") and similar zoning districts, and the signage that is proposed for consideration under the application is less intense in size and character than many other sign plans that the Planning staff has approved under the administrative Minor Variance process. With the incorporation of various conditions of approval, the

proposed use and signage should have no adverse effects on surrounding properties or uses permitted in the general area.

4. The conditions stated in the decision are deemed necessary to protect the public health, safety, and general welfare. Such conditions include, but are not limited to:
 1. A time limit for development,
 2. Regulation of use or uses,
 3. Special yards, spaces, and buffer areas,
 4. Fences, walls and screening devices,
 5. Surface of parking areas subject to specifications established by the council,
 6. Required street, service road or alley dedication and improvements,
 7. Regulation of points of vehicular ingress and egress,
 8. Regulation of signs,
 9. Required landscaping and maintenance thereof,
 10. Regulation of noise, vibrations, odors, glare, etc.
 11. Required maintenance of grounds,
 12. Regulation of time for certain activities during the construction phase and during the lifetime of the project,
 13. Duration of use,
 14. When there is more than one parcel of land involved, the land shall be recorded as one parcel for state and city code prior to issuance of building permit,
 15. Require bonding or financial guarantee of any requirements or conditions made a part of the approval by the council,
 16. Such other conditions as will make possible the development of the use in an orderly and efficient manner and in conformity with the intent and purposes set forth in this chapter.

Finding of Facts: The proposed conditions of approval under the overall request would adequately address all potential impacts of the proposed use. These conditions include the prohibition of loitering outside of the property, exceeding the applicable noise level limits of the Covina Noise Ordinance, and exterior speakers; limitations on the hours of operations; and, to compensate for tree removal, the repair or upgrade of the remaining landscaped areas.

- D. **SPR 14-028:** The purpose of the site plan review is to assure the highest quality of planning, design and exterior appearance, to protect the public health, safety, welfare, and general interest, to reduce traffic congestion and to strengthen and sustain the character, desirability, and stability of the community. Under the Section 17.64.020 of the Covina Municipal Code (CMC), because the overall project proposal includes the aforementioned parking modifications, a Site Plan Review (SPR) application is needed.

Based on the above analysis, the Planning Commission must determine if the following findings for Site Plan Review can be made:

1. All provisions of the Zoning Ordinance are complied with.

Findings of Facts: The site is currently developed with a 6,468-square foot building and associated parking and other improvements. The proposed project is to modify the interior and southern-most parking areas only to accommodate automobile sales as well as to perform certain typical changes to existing exterior signage. The underlying automobile rental use and the exterior signage, which do not conform to current zoning provisions, are addressed in the "PCD Modification" section of the report below. All other components of the proposed project comply with the applicable provisions of the Zoning Code.

2. The basic project elements are so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and no adverse effects will occur on surrounding properties.

Findings of Facts: The project will consist of primarily administrative- and car rental-related uses, which are typically lower turnover-type activities (compared to retail and banking, the prior long-time use on the site). In evaluating the project proposal, the staff did not identify any potential for internal circulatory conflicts or external traffic congestion. Therefore, pedestrian and vehicular safety and welfare would be protected and there should not be any adverse effects on surrounding properties.

3. The project design conforms to the General Plan and any Design Guidelines or Specific Plan that may be applicable to the project.

Findings of Facts: The project complies with the commercial development intensity provision of the General Plan (1.5 FAR). And any minor changes to the exterior of the building will be conditioned to conform to the existing 1960s-era though generally attractive building style and architecture, thus conforming to the Covina Design Guidelines.

4. The project design is harmonious, consistent, and complete within itself and functionally and visually compatible with neighboring land uses.

Finding of Facts: The proposed project is designed to accommodate a car rental business. Along adjacent portions of South Citrus Avenue, there are six somewhat similar auto and truck dealerships. The design of the proposed project is harmonious, consistent and complete within itself. Furthermore, the proposed project is functionally

and visually compatible with both the neighboring auto dealerships and other commercial land uses. And the staff believes that there would not be any conflicts with the easterly houses (the closest of which are non-conforming). There are no records of incompatibility-associated issues or land use-related conflicts between Enterprise and any other property during the many years that Enterprise operated across the street.

5. The development will constitute an adequate environment for the intended use by sustaining the desirability and stability of the neighborhood and community.

Finding of Facts: The proposed project is designed primarily for the noted car rental use and should further sustain the City's Citrus Avenue auto row, which will provide stability to the neighborhood and community. In addition, the conditions of approval of the application will provide the City with safeguards for preventing any future issues.

6. Proposed lighting is so arranged as to reflect the light away from adjoining properties.

Finding of Facts: The proposed project would consist of existing and new exterior lighting on the building and in the surface parking areas. These lights would be required to meet applicable City foot-candle standards to provide for adequate security while being directed, oriented and shielded to prevent light from shining on and spilling over onto adjacent properties and public streets.

7. Proposed signs will not, by size, location, color, or lighting, interfere with traffic or limit visibility.

Finding of Facts: As noted above, certain exterior signage was also submitted to the City with the SPR application and, although certain components of it exceed the associated Code requirements, the sign has been determined to be acceptable under the associated "PCD Modification" application. A typical signage review requirement of the City calls for all signage to be located and designed in a manner that would not interfere with traffic or limit visibility.

PUBLIC HEARING NOTICE AND NOTIFICATION

The applicant was given a copy of the staff report, including the attachments. All property owners within a radius of at least 300 feet from the overall project site were mailed notices of the Planning Commission public hearing on November 26, 2014, a minimum of ten (10) days before the hearing, as required by law. In addition, the public hearing notice was published in the San Gabriel Examiner newspaper on November 28, 2014.

ENVIRONMENTAL DETERMINATION

Pursuant to the provisions of the California Environmental Quality Act (CEQA) and State Guidelines, the project is categorically exempt based on CEQA Section 15301(a), which includes existing facilities seeking minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The applicant is proposing interior and general parking-related improvements and, therefore, qualifies for this exemption.

RECOMMENDATION

Staff recommends that the Planning Commission approve the Planned Community Development Modification and the Site Plan Review through the adoption of the attached Resolutions with Conditions of Approval.

Prepared by:



Alan Carter
City Planner

EXHIBITS

1. Area Map
2. 300-foot Notification
3. Project Plans (reductions), full size under separate cover
4. Site Plan Review 14-031 letter (permitting temporary car rental operations)
5. Planned Community Development Modification #1 Resolution 14-017 PC
6. Site Plan Review Resolution 14-020 PC with Conditions of Approval
7. Current PCD (Ordinance No. 99-1851)

AREA MAP

CITY OF COVINA

NOTICE OF PUBLIC HEARING

728 SOUTH CITRUS AVENUE

PCD 99-001 & SPR 14-028

Subject Site

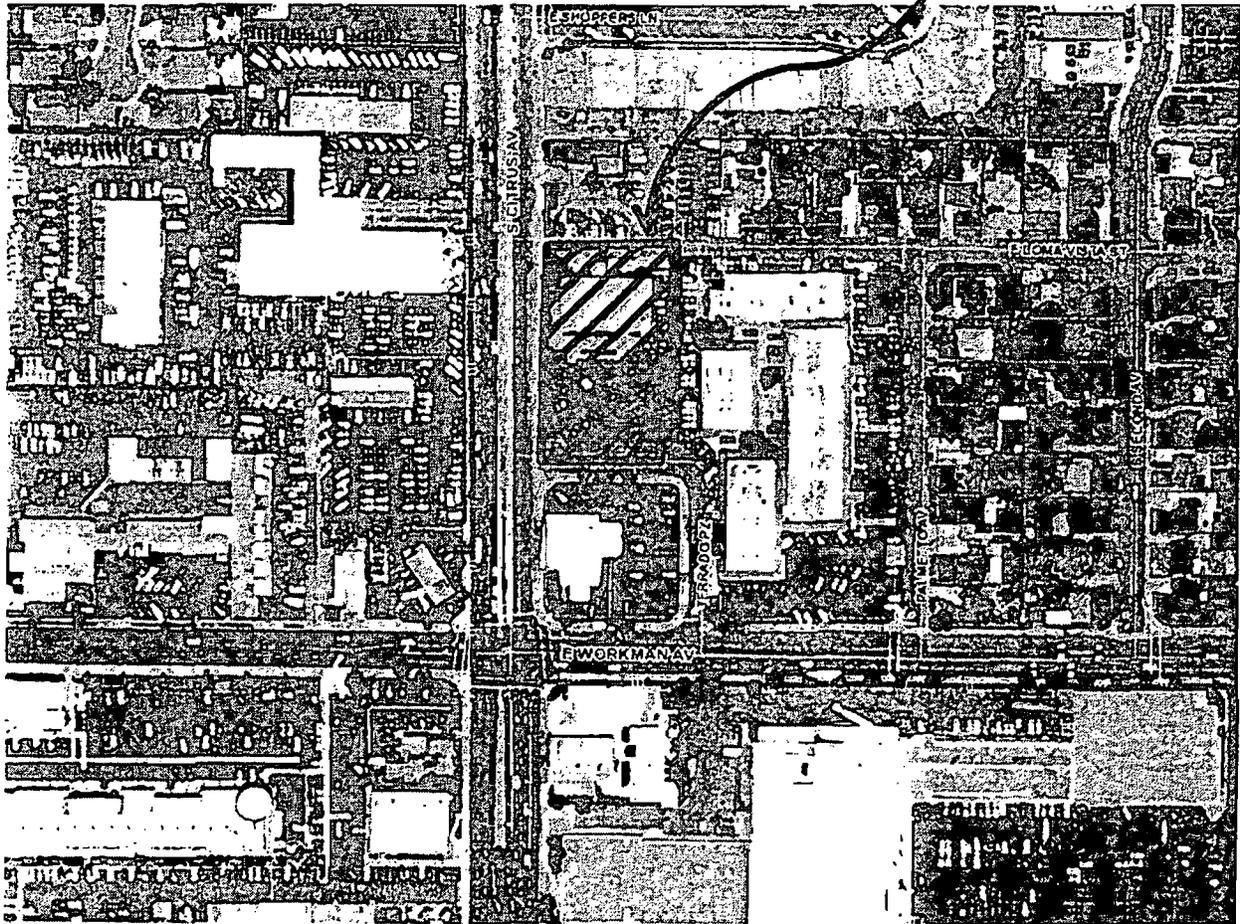
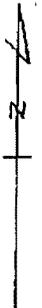


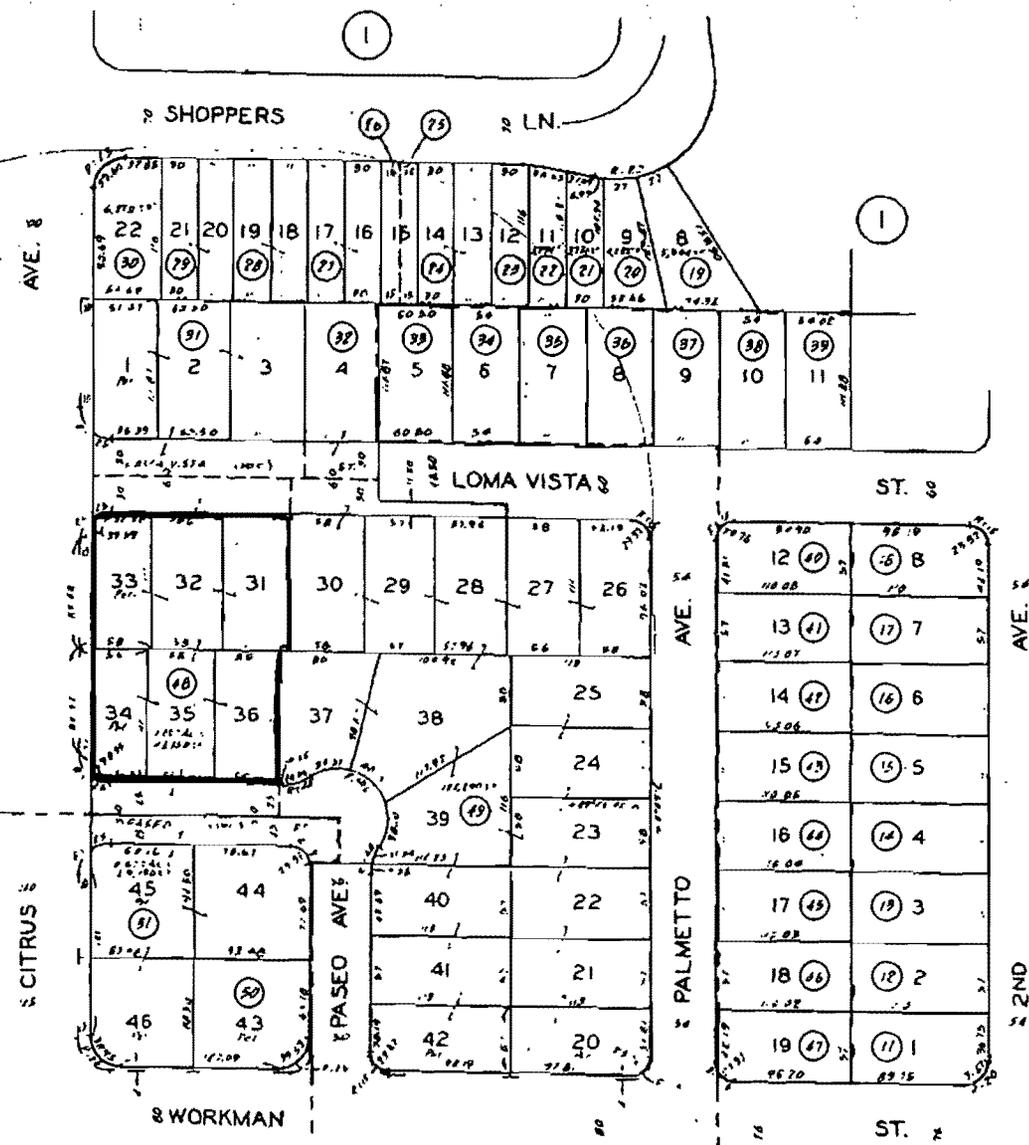
EXHIBIT 1

8451 | 2

SCALE 1" = 100'



BK. 8453



TRACT NO. 15166 M.B. 334-10-11
 TRACT NO. 16643 M.B. 386-23-24

CODE
 3021
 3045

FOR PREV. ASSMT SEE:

EXHIBIT 2

300-FOOT RADII'S MAP

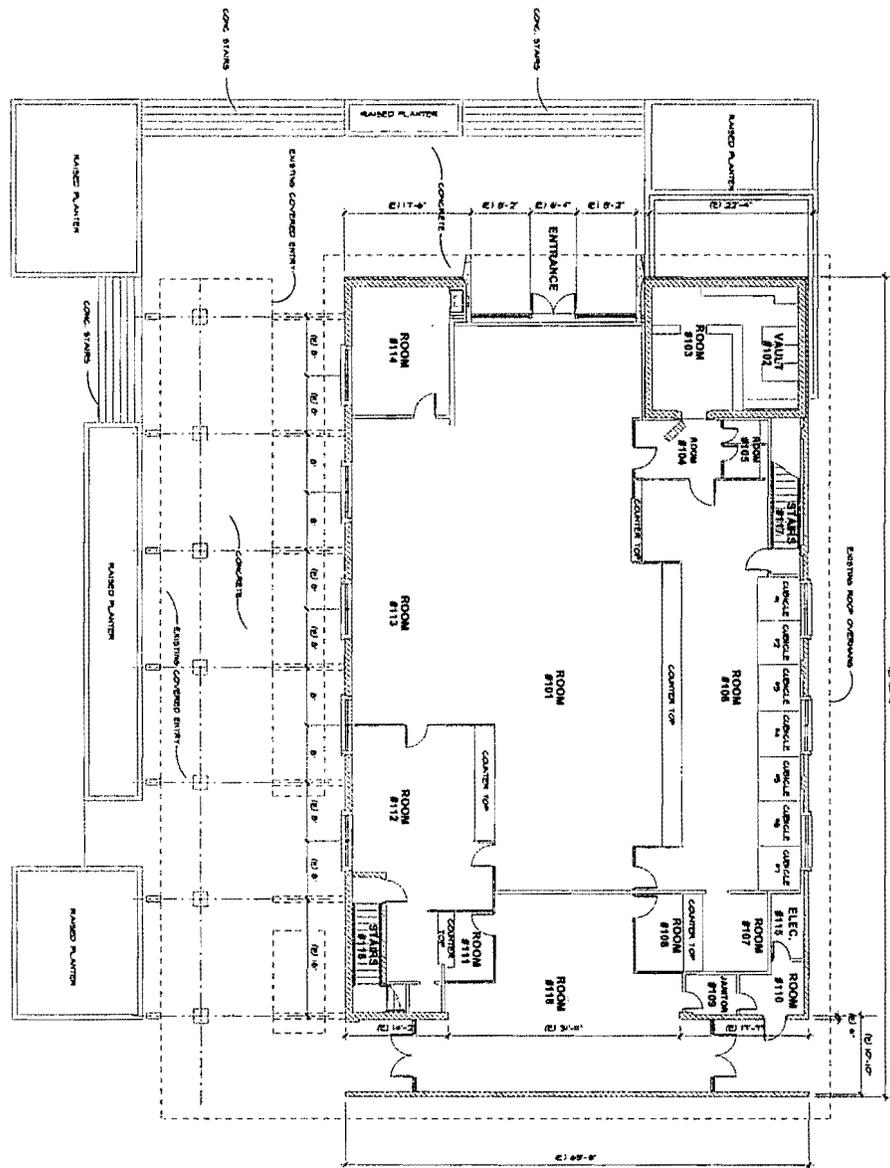
| | | | | |
|------|---|--|---|----------------------------------|
| # 1 | Parcel: 8451 002 021 Owner: Melendres Samuel & Theres Use: Com,Shopping Ctr,Neighborhood Sqft : 1,995 Bd/Bth: / Type: | Site: 152 Shoppers Ln Covina 91723 Mail: 2245 Whisper Wind Ln Encinitas Ca 92024 Date: Yb: 1954 Rms: Legal: TRACT # 19651 LOT 10 | Sale : LotSF: 3,302 Asd :\$120,438 | Xmpt: Acres: .08 Imp : 51% |
| # 2 | Parcel: 8451 002 022 Owner: Redhead Roger D & Susan Use: Com,Shopping Ctr,Neighborhood Sqft : 2,160 Bd/Bth: / Type: | Site: 148 Shoppers Ln Covina 91723 Mail: PO Box 4845 Covina Ca 91723 Date: 04/15/1999 Yb: 1955 Rms: Legal: TRACT # 19651 LOT 11 | Sale : \$155,000 F LotSF: 3,277 Asd :\$190,955 | Xmpt: Acres: .08 Imp : 67% |
| # 3 | Parcel: 8451 002 023 Owner: Kerr C Glean Co Tr Use: Com,Shopping Ctr,Neighborhood Sqft : 2,280 Bd/Bth: / Type: | Site: 146 Shoppers Ln Covina 91723 Mail: 3066 Oakwood Dr Bountiful Ut 84010 Date: 04/24/1998 Yb: 1954 Rms: Legal: TRACT # 19651 LOT 12 | Sale : \$195,000 F LotSF: 3,573 Asd :\$252,840 | Xmpt: Acres: .08 Imp : 60% |
| # 4 | Parcel: 8451 002 024 Owner: Wolfe David K & Laurel L Trs Use: Com,Shopping Ctr,Neighborhood Sqft : 4,560 Bd/Bth: / Type: | Site: 140 Shoppers Ln Covina 91723 Mail: 502 Whiting Woods Rd Glendale Ca 91208 Date: 05/10/2010 Yb: 1954 Rms: Legal: TRACT # 19651 LOTS 13 A | Sale : \$150,000 F ** LotSF: 7,055 Asd :\$203,994 | Xmpt: Acres: .16 Imp : 48% |
| # 5 | Parcel: 8451 002 025 Owner: Melendres Samuel & Theres Use: Com,Store Sqft : 2,280 Bd/Bth: / Type: | Site: 132 Shoppers Ln Covina 91723 Mail: 716 S Corrida Dr Covina Ca 91724 Date: 03/15/1996 Yb: 1954 Rms: Legal: TRACT NO 19651 E 15 FT | Sale : LotSF: 1,769 Asd :\$37,390 | Xmpt: Acres: .04 Imp : 60% |
| # 6 | Parcel: 8451 002 026 Owner: Melendres Samuel & Theres Use: Com,Store Sqft : 2,280 Bd/Bth: / Type: | Site: 130 Shoppers Ln Covina 91723 Mail: 2245 Whisper Wind Ln Encinitas Ca 92024 Date: Yb: 1954 Rms: Legal: TRACT NO 19651 W 15 FT | Sale : LotSF: 1,686 Asd :\$133,115 | Xmpt: Acres: .04 Imp : 45% |
| # 7 | Parcel: 8451 002 027 Owner: Daquila Co LLC Use: Com,Shopping Ctr,Neighborhood Sqft : 4,560 Bd/Bth: / Type: | Site: 126 Shoppers Ln Covina 91723 Mail: 5235 Mountain Springs Ranch Rd La Verne Ca 91750 Date: 06/28/2012 Yb: 1954 Rms: Legal: TRACT # 19651 LOTS 16 A | Sale : \$575,000 F LotSF: 6,898 Asd :\$586,500 | Xmpt: Acres: .16 Imp : 58% |
| # 8 | Parcel: 8451 002 028 Owner: Billmeyer Robert A Co Tr Use: Com,Shopping Ctr,Neighborhood Sqft : 4,560 Bd/Bth: / Type: | Site: 118 Shoppers Ln Covina 91723 Mail: 1566 Maritime Dr Carlsbad Ca 92011 Date: 01/11/2012 Yb: 1954 Rms: Legal: TRACT # 19651 LOTS 18 A | Sale : LotSF: 6,960 Asd :\$209,411 | Xmpt: Acres: .16 Imp : 57% |
| # 9 | Parcel: 8451 002 029 Owner: Tmac Covina LLC Use: Com,Shopping Ctr,Neighborhood Sqft : 4,560 Bd/Bth: / Type: | Site: 110 Shoppers Ln Covina 91723 Mail: 100 N Barranca St #7THFL West Covina Ca 91791 Date: 08/30/2012 Yb: 1955 Rms: Legal: TRACT # 19651 LOTS 20 A | Sale : \$576,500 F LotSF: 6,927 Asd :\$576,200 | Xmpt: Acres: .16 Imp : 65% |
| # 10 | Parcel: 8451 002 030 Owner: McConaughy Gregory Use: Com,Restaurant,Cocktail Lounge Sqft : 3,930 Bd/Bth: / Type: | Site: 666 S Citrus Ave Covina 91723 Mail: 32812 Mermaid Cir Dana Point Ca 92629 Date: 07/16/2014 Yb: 1955 Rms: Legal: TRACT # 19651 LOT 22 | Sale : LotSF: 6,282 Asd :\$174,759 | Xmpt: Acres: .14 Imp : 64% |

*** in the Sale Amount indicates that the price shown is actually from the previous transfer and the the most current transfer was a zero dollar transfer.
Deemed Reliable. But Is Not Guaranteed.

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|------|---|---|--|---|
| # 11 | Parcel: 8451 002 031 Owner: 702 Citrus LLC Use: Com,Restaurant,Cocktail Lounge Sqft : 3,196 Bd/Bth: / Type: | Site: 105 E Loma Vista St Covina 91723 Mail: 597 Mount Williamson Way Boulder City Nv 89005 Date: 12/13/2010 Yb: 1963 Rms: Legal: TRACT NO 15166 1/2 VAC | Sale : LotSF: 24,262 Asd :\$444,005 | Xmpt: Acres: .56 Imp : 64% |
| # 12 | Parcel: 8451 002 032 Owner: Dinalux Associates LP Use: Com,Prking Lot,Patron Or Employee Sqft : 9,100 Bd/Bth: / Type: | Site: 129 E Loma Vista St Covina 91723 Mail: 3801 Katella Ave #101 Los Alamitos Ca 90720 Date: 08/27/2013 Yb: 1974 Rms: Legal: TRACT NO 15166 1/2 VAC | Sale : \$7,840,000 F LotSF: 8,497 Asd :\$209,406 | Xmpt: Acres: .20 Imp : 5 % |
| # 13 | Parcel: 8451 002 033 Owner: Montoya Tomas R & Montoy Use: Res,Sgl Fam Res Sqft : 844 Bd/Bth: 2 / 1.00 Type: | Site: 137 E Loma Vista St Covina 91723 Mail: 137 E Loma Vista St Covina Ca 91723 Date: 12/12/2005 Yb: 1950 Rms: Legal: TRACT # 15166 LOT 5 | Sale : \$225,000 F ** LotSF: 6,908 Asd :\$264,624 | Xmpt: Homeowners Acres: .16 Imp : 30% |
| # 14 | Parcel: 8451 002 034 Owner: Salazar Johnny O Use: Res,Sgl Fam Res Sqft : 832 Bd/Bth: 2 / 1.00 Type: | Site: 145 E Loma Vista St Covina 91723 Mail: 145 E Loma Vista St Covina Ca 91723 Date: 07/13/1992 Yb: 1949 Rms: Legal: TRACT # 15166 LOT 6 | Sale : \$144,000 F ** LotSF: 6,064 Asd :\$202,570 | Xmpt: Acres: .14 Imp : 31% |
| # 15 | Parcel: 8451 002 035 Owner: Vasquez Mary A & Colerick Use: Res,Sgl Fam Res Sqft : 928 Bd/Bth: 2 / 1.00 Type: | Site: 153 E Loma Vista St Covina 91723 Mail: 153 E Loma Vista St Covina Ca 91723 Date: 09/04/2008 Yb: 1949 Rms: Legal: TRACT # 15166 LOT 7 | Sale : \$290,000 F LotSF: 6,110 Asd :\$251,000 | Xmpt: Acres: .14 Imp : 25% |
| # 16 | Parcel: 8451 002 036 Owner: Latourelle Alan D Use: Res,Sgl Fam Res Sqft : 832 Bd/Bth: 2 / 1.00 Type: | Site: 161 E Loma Vista St Covina 91723 Mail: 161 Loma Vis Covina Ca 91722 Date: 03/20/2013 Yb: 1949 Rms: Legal: TRACT # 15166 LOT 8 | Sale : \$225,000 F LotSF: 6,201 Asd :\$48,729 | Xmpt: Acres: .14 Imp : 32% |
| # 17 | Parcel: 8451 002 049 Owner: Dinalux Associates LP Use: Com,Shopping Ctr,Neighborhood Sqft : 110,810 Bd/Bth: / Type: | Site: 750 Terrado Plz Covina 91723 Mail: 3801 Katella Ave #101 Los Alamitos Ca 90720 Date: 08/27/2013 Yb: 1974 Rms: Legal: TRACT NO 15166 LOT CO | Sale : \$7,840,000 F LotSF: 120,921 Asd :\$7,800,000 | Xmpt: Acres: 2.78 Imp : 72% |
| # 18 | Parcel: 8451 002 050 Owner: Yeager William P Co Tr Use: Com,Prking Lot,Patron Or Employee Sqft : 6,000 Bd/Bth: / Type: | Site: *no Site Address* Mail: PO Box 5155 San Ramon Ca 94583 Date: 12/11/1989 Yb: Rms: Legal: TRACT NO 15166 EX OF S | Sale : LotSF: 7,802 Asd :\$74,415 | Xmpt: Acres: .18 Imp : 4 % |
| # 19 | Parcel: 8451 002 051 Owner: Yeager Family Limited Use: Com,Bank,Savings And Loan Sqft : 15,515 Bd/Bth: / Type: | Site: 770 S Citrus Ave Covina 91723 Mail: PO Box 5155 San Ramon Ca 94583 Date: 05/23/2002 Yb: 1962 Rms: Legal: TRACT NO 15166 LOT CO | Sale : LotSF: 28,562 Asd :\$607,196 | Xmpt: Acres: .66 Imp : 50% |
| # 20 | Parcel: 8453 001 007 Owner: Reynolds Holdings LLC Use: Com,New Car Sales,Svc Sqft : 108,330 Bd/Bth: / Type: | Site: 345 N Citrus St West Covina 91791 Mail: 345 N Citrus St West Covina Ca 91791 Date: 09/25/2012 Yb: 1963 Rms: Legal: PHILLIPS TRACT RO LA PU | Sale : \$3,663,000 F LotSF: 202,129 Asd :\$4,500,000 | Xmpt: Acres: 4.64 Imp : 5 % |

*** in the Sale Amount indicates that the price shown is actually from the previous transfer and the the most current transfer was a zero dollar transfer. Deemed Reliable, But Is Not Guaranteed.

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|------|--|---|---|----------------------------------|
| # 21 | Parcel: 8453 001 010 Owner: Hughes Richard H Tr Use: Com,Auto Svc Shop Sqft : 5,160 Bd/Bth: / Type: | Site: 2529 E Workman Ave West Covina 91791 Mail: 3300 E Whitebirch Dr West Covina Ca 91791 Date: 06/06/2008 Yb: 1957 Rms: Legal: PHILLIPS TRACT RANCHO | Sale : LotSF: 28,027 Asd :\$243,245 | Xmpt: Acres: .64 Imp : 39% |
| # 22 | Parcel: 8453 001 047 Owner: Takau Properties LLC Use: Com,Auto Svc Shop, No Gas Sqft : 16,831 Bd/Bth: / Type: | Site: 305 N Citrus St West Covina 91791 Mail: 7059 Del Cerro Blvd San Diego Ca 92120 Date: 08/22/2007 Yb: 2002 Rms: Legal: TR=PHILLIPS TR RANCHO | Sale : \$2,050,000 F LotSF: 16,239 Asd :\$1,720,000 | Xmpt: Acres: .37 Imp : 29% |
| # 23 | Parcel: 8453 001 048 Owner: Reynolds Holdings LLC Use: Com,Prking Lot, Patron Or Employee Sqft : 14,900 Bd/Bth: / Type: | Site: 315 N Citrus St West Covina 91791 Mail: 2604 Saddle Ridge Dr Covina Ca 91724 Date: 01/02/2013 Yb: 1989 Rms: Legal: MR 9-3-4 FOR DESC SEE D | Sale : LotSF: 14,856 Asd :\$450,000 | Xmpt: Acres: .34 Imp : % |
| # 24 | Parcel: 8453 001 049 Owner: Reynolds D/L Family Trust Use: Com,Prking Lot, Patron Or Employee Sqft : 17,500 Bd/Bth: / Type: | Site: 315 N Citrus St West Covina 91791 Mail: 2604 Saddle Ridge Dr Covina Ca 91724 Date: 12/12/2012 Yb: 1989 Rms: Legal: MR 9-3-4 FOR DESC SEE D | Sale : LotSF: 17,204 Asd :\$520,500 | Xmpt: Acres: .40 Imp : % |
| # 25 | Parcel: 8453 001 050 Owner: Reynolds Holdings LLC Use: Com,New Car Sales,Svc Sqft : 6,257 Bd/Bth: / Type: | Site: 675 S Citrus Ave Covina 91723 Mail: 345 N Citrus St West Covina Ca 91791 Date: 03/31/1999 Yb: 1958 Rms: Legal: PHILLIPS TR S 115 FT OF | Sale : LotSF: 33,194 Asd :\$956,088 | Xmpt: Acres: .76 Imp : 47% |
| # 26 | Parcel: 8453 001 051 Owner: Jn/D LLC Use: Com,Auto Svc Shop Sqft : 2,420 Bd/Bth: / Type: | Site: 2533 E Workman Ave West Covina 91791 Mail: 2533 E Workman Ave West Covina Ca 91791 Date: 07/01/2014 Yb: 1959 Rms: Legal: M R 9-3-4 FOR DESC SEE | Sale : \$760,000 F LotSF: 5,569 Asd :\$279,611 | Xmpt: Acres: .13 Imp : 39% |
| # 27 | Parcel: 8453 001 052 Owner: Jn/D LLC Use: Com,Prking Lot, Patron Or Employee Sqft : Bd/Bth: / Type: | Site: 2533 E Workman Ave West Covina 91791 Mail: 2533 E Workman Ave West Covina Ca 91791 Date: 07/01/2014 Yb: Rms: Legal: M R 9-3-4 FOR DESC SEE | Sale : \$760,000 F LotSF: 7,517 Asd :\$155,579 | Xmpt: Acres: .17 Imp : 2 % |



EXISTING 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



AREA TABULATION:

1ST FLOOR 8,774 SQ. FT.
2ND FLOOR 2,754 SQ. FT.
TOTAL 11,528 SQ. FT.

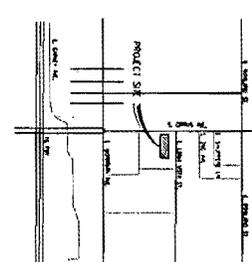
WALL LEGEND:

EXISTING EXTERIOR WALL - 8" BRICK CMU
EXISTING INTERIOR 2" x 4" G.C. PLASTER WALL WITH 5/8" TYPE 'X' DRY WALL ON BOTH SIDES

DESCRIPTION OF OPERATIONS:

REPAIR OF VEHICLES - EMPLOYEES ON DUTY - 10
WASHING OF VEHICLES - 10
REPAIR OF VEHICLES - 10
WASHING OF VEHICLES - 10
REPAIR OF VEHICLES - 10
WASHING OF VEHICLES - 10
REPAIR OF VEHICLES - 10
WASHING OF VEHICLES - 10

VICINITY MAP
CITY OF COVINA



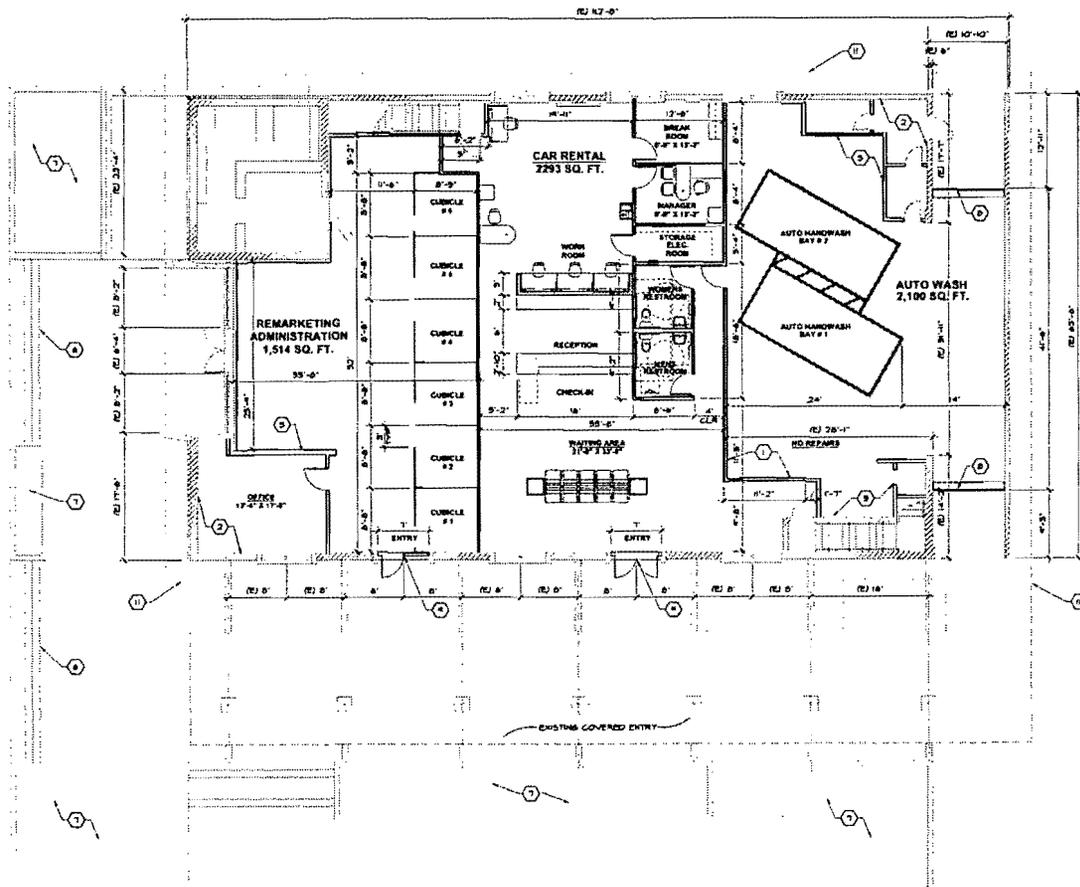
ENTERPRISE RENT-A-CAR T.I.
728 S. CITRUS AVE.
COVINA, CA. 91722

ROBERT A. MARTINEZ ARCHITECT / ASSOCIATES



EXISTING 1ST FLOOR PLAN

A1.0



FLOOR PLAN
SCALE: 1/8"=1'-0"



FLOOR PLAN NOTES

- (E) DENOTES EXISTING TO REMAIN UNLESS NOTED OTHERWISE
- (1) NEW FRAME AND 6" P. BOARD WALLS (TYPICAL)
- (2) EXTERIOR WALLS
- (3) STAIRWAY
- (4) DOORS TO BE MODIFIED AS REQUIRED BY ...
- (5) INTERIOR WALLS
- (6) CONCRETE STAIRS
- (7) EXTERIOR PLANTERS
- (8) ROLL UP DOORS
- (9) STORE FRONT DOORS
- (10) STORE FRONT DOOR W/ SIDE LIGHT
- (11) ROOF OVERHANG

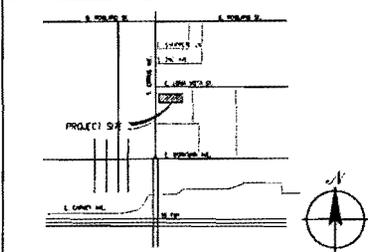
WALL LEGEND:

- EXISTING EXTERIOR WALL - 6" THICK CMU
- NEW INTERIOR WALL - 2x4 FLOOR STUDS @ 16" O.C. W/ 5/8" TYPE 'K' 6" P. BO. ON BOTH SIDE AND R-11 BATT INSULATION BETWEEN WALL TO REACH UNDERSIDE OF ROOF FRAMING. USE MOISTURE RETARDANT 6" P. BO. RESTROOM WALLS AND CEILING. (SEE DET. 3/A-B)
- NEW BRAND WALL - 8" HIGH MODULAR WALL WITH 16" HIGH ALUMINUM INT. STOREFRONT FRAME WITH SINGLE PANE PROTECTED GLASS. OWNER TO PROVIDE O.C. TO INSTALL

DESCRIPTION OF OPERATIONS

RENTING OF VEHICLES: EMPLOYEES ON DUTY: 10
 HOURS OF OPERATION:
 MONDAY-FRIDAY: 8:00 AM-5:00 PM
 SATURDAY: 8:00 AM-2:00 PM
 SUNDAY: CLOSED
 *THERE WILL BE NO HAZARDOUS MATERIALS AS DESCRIBED IN C.B.C. TABLES 307.1 & 321 STORED WITHIN THE BUILDING

**VICINITY MAP
CITY OF COVINA**



ENTERPRISE
RENT-A-CAR T.I.
728 S. CITRUS AVE.
COVINA, CA. 91722



ROBERT A. MARTINEZ
ARCHITECT/ASSOCIATES
1000 N. GARDEN ST. SUITE 100
Covina, CA 91724
TEL: 909.941.1111
FAX: 909.941.1112
www.ra-martinez.com



FLOOR PLAN

DATE: 08/23/14
 SCALE: 1"=20'-0"
 DRAWN BY: PRA
 CHECKED BY: SA
 PROJECT: ENTERPRISE RENT-A-CAR T.I. PHOTODUPLICATION COVINA
 ACTIVE SITE PLAN

A1

REVISION HISTORY:

| REV | DATE | REVISION BY | UPLOADED BY |
|------------------------|----------|-------------|-------------|
| A | 11/13/14 | CC | BS |
| INITIAL DRAWING | | | |
| B | 11/24/14 | CC | BS |
| UPDATED PER CUSTOMER | | | |
| C | 11/25/14 | CC | BS |
| UPDATED PER CITY CODES | | | |
| D | 11/25/14 | CC | BS |
| UPDATED AVYING | | | |

 THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER WARDING AND HOUSING OF THE SIGN.

GENERAL NOTES

- TOLERANCE (UNLESS NOTED)
• GRAPHS: +1/2" • FACE SIZE: +1/4" - 1/2"
• CABINET: +1/8" • VINYL OVERLAP: +1/8" + 1/16"
• ALL COPY LEVEL UNLESS NOTED OTHERWISE
- VENDOR DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
- FINIS COLOR CALLOUT INDICATES USE OF SPRAYPAINT AND SYSTEM
- NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT E.O.I.
- ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

ENTERPRISE OVERLAY

| | | | |
|--------------|---------------------|--------|----------|
| MAPPER: | BRIAN S. | | |
| CHECKED BY: | | | |
| CLIENT: | ENTERPRISE HOLDINGS | | |
| LOCATION: | COVINA, CA | | |
| DATE: | ERAC 3252 | DATE: | 11/13/14 |
| DESCRIPTION: | PACKET | SHEET: | 1 OF 11 |

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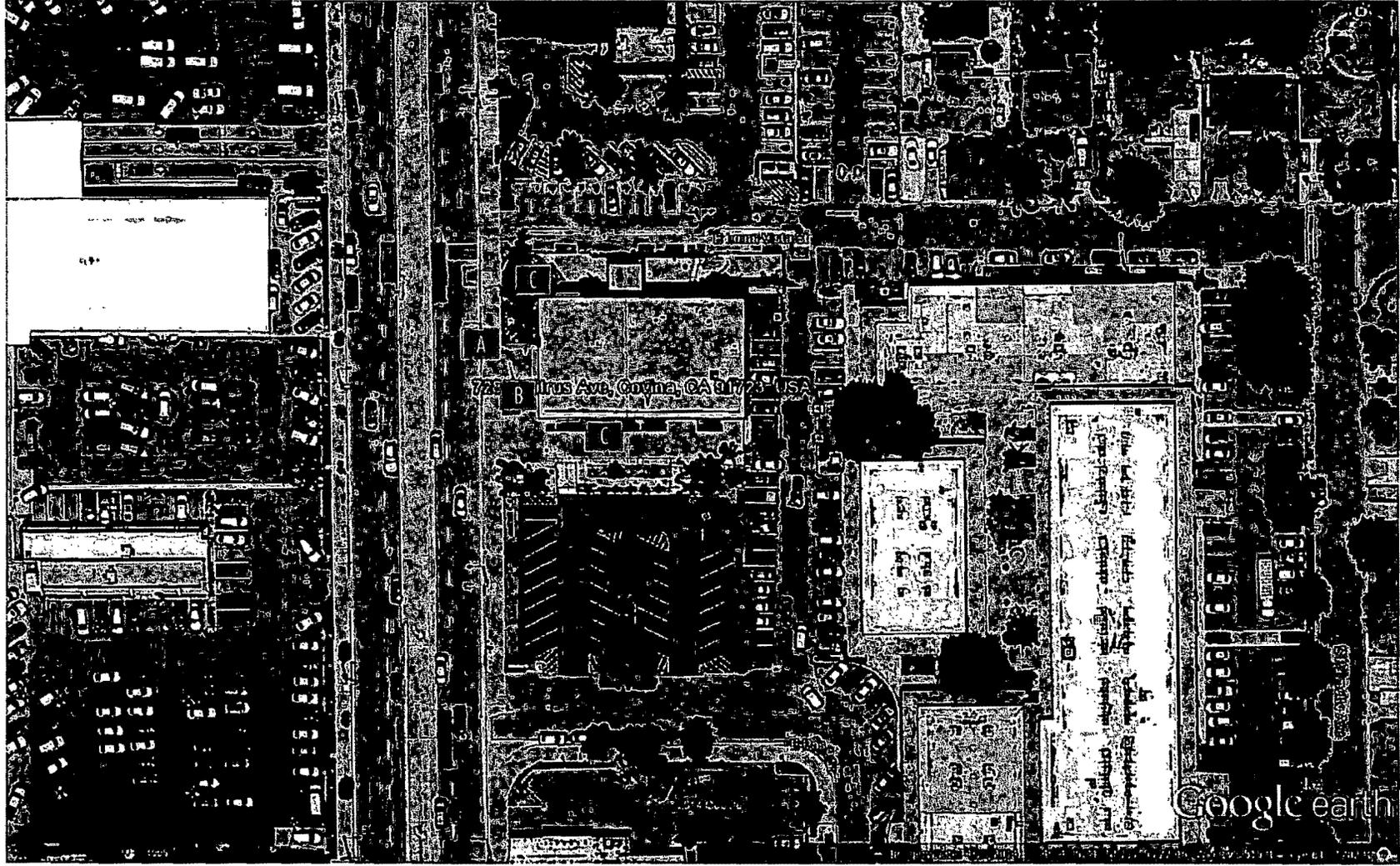
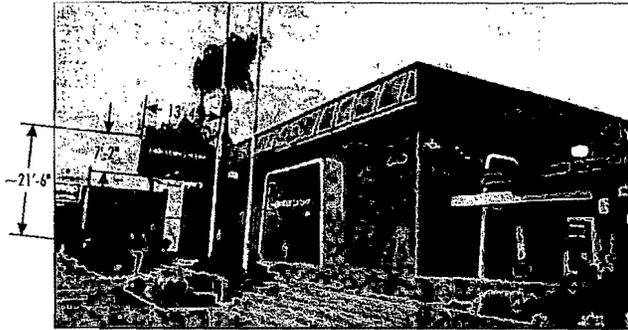


EXHIBIT 3

BEFORE



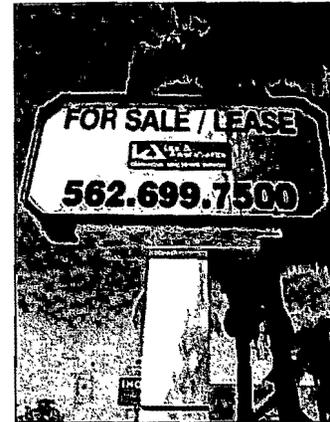
AFTER



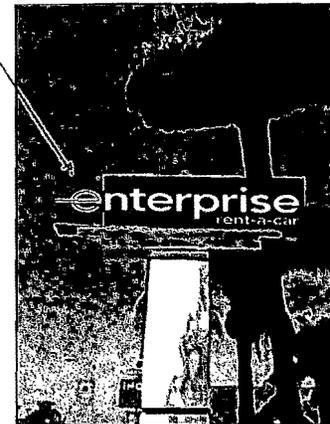
EXHIBIT 3

| SCOPE OF WORK | | |
|---------------|-----------------------|------------|
| | DIMENSIONS | QTY |
| A | PYLON SIGN | 3' X 15' 1 |
| B | FLEX REPLACEMENT FACE | 7' X 23' 1 |
| C | WALL SIGN | 3' X 15' 2 |

BEFORE



AFTER



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IDENTITY GROUP
6135 District Blvd - Maywood, CA 90270
800-473-4283 - Fax 323-560-7143
Website: www.signresource.com

REVISION HISTORY:

| REV | DATE | REVISION BY | APPROVED BY |
|------------------------|----------|-------------|-------------|
| A | 11/13/14 | CC | BS |
| INITIAL DRAWING | | | |
| B | 11/24/14 | CC | BS |
| UPDATED PER CUSTOMER | | | |
| C | 11/25/14 | CC | BS |
| UPDATED PER CITY CODES | | | |
| D | 11/25/14 | CC | BS |
| UPDATED AWNING | | | |

UL THIS SIGN IS INTENDED TO BE RETAILER OR IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS REQUIRES PROPER APPROVED AGE SECTION OF THE DRAW.

GENERAL NOTES

1. FINISHES (UNLESS NOTED)
 * GALVANIZED +/- 1/8" * FACE SIZE +/- 1/16" +/- 1/8"
 * CABINET +/- 1/8" * MOUNT OVERLAP +/- 1/8" +/- 1/16"
 * ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VENDING DISTANCE 25" TO 50" UNLESS NOTED OTHERWISE
3. PMS COLOR CALLOUT INDICATES USE OF SPRAYPAINT AIR SYSTEM
4. NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ECR.
5. ALL ELECTRICAL SHOWN TO COMPLY WITH IEC 40

ENTERPRISE OVERLAY

| | | | |
|-------------|---------------------|------------|----------|
| DESIGNED BY | BRIAN S. | CHECKED BY | |
| CLIENT | ENTERPRISE HOLDINGS | | |
| LOCATION | COVINA, CA | | |
| DATE | ERAC 3252 | DATE | 11/13/14 |
| PACKAGE OF | PACKET | REV | D |
| | | SHEET # | 2 OF 11 |

We warrant that the materials and workmanship shown on this drawing are in accordance with the applicable codes and standards. We warrant that the materials and workmanship shown on this drawing are in accordance with the applicable codes and standards. We warrant that the materials and workmanship shown on this drawing are in accordance with the applicable codes and standards.

BEFORE



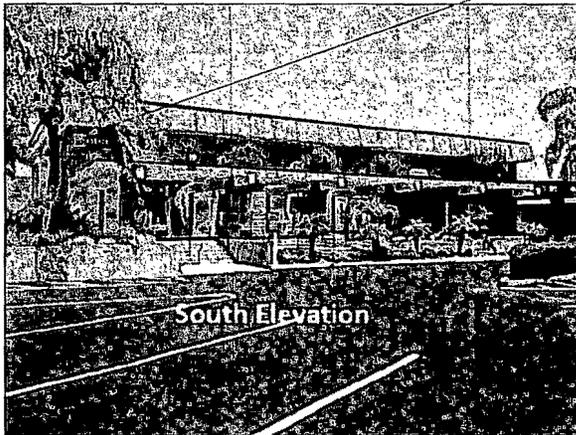
South Elevation

BEFORE



South Elevation

AFTER



South Elevation

AFTER



South Elevation

| SCOPE OF WORK | | |
|---------------|-----------------------|------------|
| | DIMENSIONS | QTY |
| A | PYLON SIGN | 3' X 15' 1 |
| B | FLEX REPLACEMENT FACE | 7' X 23' 1 |
| C | WALL SIGN | 3' X 15' 2 |

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800-423-4283 • Fax 323-560-7143
Website: www.signresource.com

REVISION HISTORY:

| REV | DATE | REVISION BY | APPROVED BY |
|------------------------|----------|-------------|-------------|
| A | 11/13/14 | CC | BS |
| INITIAL DRAWING | | | |
| B | 11/24/14 | CC | BS |
| UPDATED PER CUSTOMER | | | |
| C | 11/25/14 | CC | BS |
| UPDATED PER CITY CODES | | | |
| D | 11/25/14 | CC | BS |
| UPDATED DRAWING | | | |

UL THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS REQUIRES PROPER INSTALLATION AND MAINTENANCE OF THE SIGN.

GENERAL NOTES

1. TOLERANCE (UNLESS NOTED)
 * BRACKETS +/- 1/8" * FACE SIZE +/- 1/4" +/- 1/4"
 * CABINET +/- 1/8" * VINYL OVERLAP +/- 1/8" +/- 1/4"
 * ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
3. PMS COLOR CALLOUT INDICATES USE OF SPRAYPAINT AND SYSTEM
4. NO DETACHMENT OR MATERIAL SUBSTITUTION WITHOUT I.C.H.
5. ALL ELECTRICAL SHALL COMPLY WITH UL 48

ENTERPRISE OVERLAY

DESIGNED BY: BRIAN S. CHECKED BY:

CUSTOMER: ENTERPRISE HOLDINGS

LOCATION: COVINA, CA

PROJECT: ERAC 3252 DATE: 11/13/14

DATE/SCALE OF PACKET: D SHEET # 3 OF 11

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EXHIBIT 3

3'-0" X 15'-0" PYLON SIGN



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800.423.4283 • Fax 323.560.7143
Web site: www.signresource.com

REVISION HISTORY:

| REV | DATE | DESCRIPTION | APPROVED BY |
|------------------------|----------|-------------|-------------|
| A | 11/13/14 | SCHEMATIC | CC |
| REVISION DESCRIPTION | | | |
| INITIAL DRAWING | | | |
| B | 11/24/14 | SCHEMATIC | CC |
| REVISION DESCRIPTION | | | |
| UPDATED PER CUSTOMER | | | |
| C | 11/25/14 | SCHEMATIC | CC |
| REVISION DESCRIPTION | | | |
| UPDATED PER CITY CODES | | | |
| D | 11/25/14 | SCHEMATIC | CC |
| REVISION DESCRIPTION | | | |
| UPDATED AWNING | | | |

UL THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

GENERAL NOTES

- TOLERANCE (UNLESS NOTED):
• GRAPHICS +/- 1/8" • FACE SIZE +/- 1/16" • CABINET +/- 1/8" • VINYL OVERLAP +/- 1/8" +/- 1/16" • ALL COPY LEVEL UNLESS NOTED OTHERWISE
- VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
- FINISH COLOR CALLOUT INDICATES USE OF SEPARATE ANCH SYSTEM
- NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ICR.
- ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

DESCRIPTION

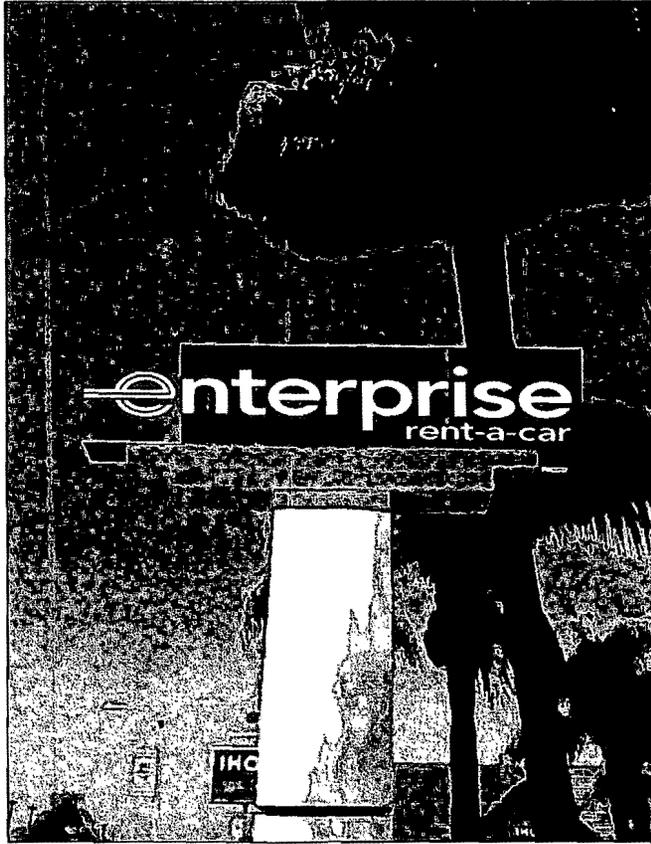
ENTERPRISE OVERLAY

| | |
|---------------|---------------------|
| DESIGNED BY: | CREATED BY: |
| BRIAN S. | |
| CLIENT: | ENTERPRISE HOLDINGS |
| LOCATION: | COVINA, CA |
| PROJECT: | ERAC 3252 |
| DATE: | 11/13/14 |
| SCALE/PACKET: | PACKET |
| REV: | D |
| SHEET OF: | 4 OF 11 |

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EXISTING VIEW



PROPOSED VIEW

EXHIBIT 3

A



ILLUMINATION VIEW

| ITEM | DECORATION |
|------|--|
| A | ARLON 2500 SERIES 3227 GREEN VINYL |
| B | WHITE EXPOSED SUBSTRATE |
| C | ARLON 22 BLACK VINYL (MATT) |
| D | TRICORN BLACK SW 4258 SEMI GLOSS METAL PAINT |

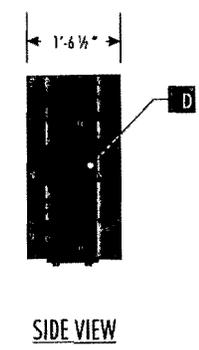
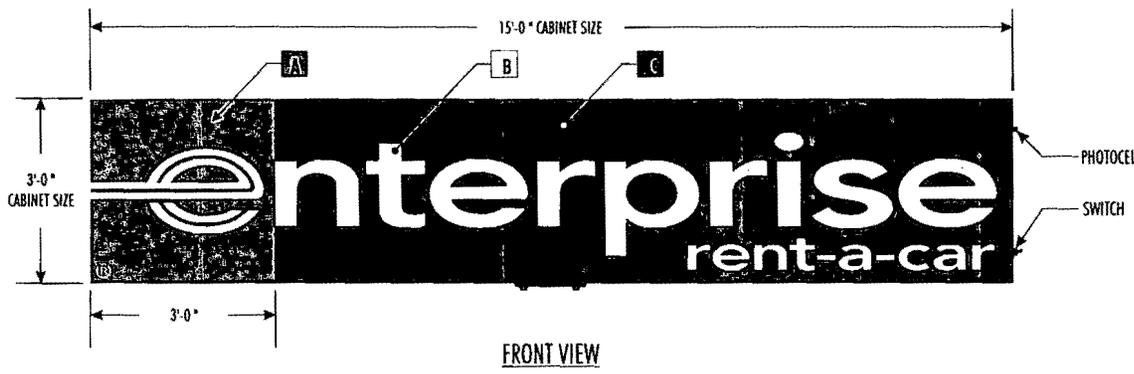


EXHIBIT 3

A

DESIGNATION:
ENTERPRISE 3'X15' CENTER POLE SIGN

The details on the drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the sign, including consideration for static, dynamic and reaction loads during handling, erecting, and service at the installed location; nor do they necessarily consider the preferred shop practices of the individual sign fabricator. Before starting the work, Company shall, in order to facilitate the construction of the Work, carefully study and compare the various Contract Documents, take field measurements of existing conditions, and investigate and observe any conditions at the site of the Project affecting how to furnish and install the work. It shall be the responsibility of Company to perform the complete structural design of the signs and to incorporate all the safety factors necessary to adequately support the sign for its intended use and purpose and to protect the public and Client. Designs, which meet or exceed standard industry and code engineering practices, will be required. No section of these specifications shall be interpreted or acted in any way to jeopardize public safety and / or welfare. Conformance to these specifications shall not hold any manufacturer, contractor, and / or Company's obligation and responsibility to provide safe products and services. Disclosure or reproduction of any of the information contained within these documents without the written consent of the owner is strictly prohibited.

| REV. | DATE | DESCRIPTION | BY: | APP. |
|----------|------|--------------------|-----|------|
| 09/05/12 | | REVISED SPECS | NA | |
| 03/28/10 | | NO CHANGE | RM | |
| 02/10/09 | | NO CHANGE | CI | |
| 11/20/08 | | REVISE MATCH PLATE | JU | |

GRAPHICS DEPICTED ARE FOR ILLUSTRATIVE PURPOSES ONLY! USE ONLY APPROVED ARTWORK FOR PRODUCTION.

| SHT. | BY: | DATE: |
|------|--------|----------|
| 1 | C. ITO | 03/01/07 |
| OF 3 | | |

| PART NO. | DRAWING NO. |
|-----------|-------------|
| EE0315C01 | EE0315C01 |

ENTERPRISE HOLDINGS.

7'-0" X 23'-0" FLEX REPLACEMENT FACE

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Website: www.signresource.com

REVISION HISTORY:

| REV | DATE | DESIGNED BY | UPDATED BY |
|------------------------|----------|-------------|------------|
| A | 11/13/14 | CC | BS |
| INITIAL DRAWING | | | |
| B | 11/24/14 | CC | BS |
| UPDATED PER CUSTOMER | | | |
| C | 11/25/14 | CC | BS |
| UPDATED PER CITY CODES | | | |
| D | 11/25/14 | CC | BS |
| UPDATED AWNING | | | |

UL THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER WIRING AND MOUNTING OF THE SIGN.

GENERAL NOTES

1. TOLERANCE (UNLESS NOTED)
• GRAPHICS +/- 1/8" • FACE SIZE +/- 1/4" - 3/8"
• CABINET +/- 1/8" • VINYL OVERLAP +/- 1/8" +/- 1/16"
• ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
3. PMS COLOR CALLOUT INDICATES USE OF SPECTRALINK INK SYSTEM
4. NO REPAIRS OR MATERIAL SUBSTITUTION WITHOUT ECR.
5. ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

ENTERPRISE OVERLAY

| | | | | | |
|-------------|---------------------|------|----------|------------|---------|
| DESIGNED BY | BRIAN S. | | | CHECKED BY | |
| CLIENT | ENTERPRISE HOLDINGS | | | | |
| LOCATION | COVINA, CA | | | | |
| DATE | ERAC 3252 | DATE | 11/13/14 | | |
| SCALE | PACKET | REV | D | SHEET | 6 OF 11 |

We warrant that the materials and workmanship shown on this drawing are in accordance with the contract documents, and that we are licensed and qualified to provide the services shown on this drawing. We do not warrant the accuracy of the information provided by others. We do not warrant the accuracy of the information provided by others. We do not warrant the accuracy of the information provided by others. We do not warrant the accuracy of the information provided by others.



EXISTING VIEW



PROPOSED VIEW

EXHIBIT 3

B

REVISION HISTORY:

| REV | DATE | REVISION BY | CHECKED BY |
|---|----------|-------------|------------|
| A | 10/07/14 | CC | BS |
| REVISION DESCRIPTION: INITIAL DRAWING | | | |
| B | 11/25/14 | CC | BS |
| REVISION DESCRIPTION: UPDATED LOOK TO MATCH CITY CODES | | | |
| C | 11/25/14 | CC | BS |
| REVISION DESCRIPTION: UPDATED LOOK PER CUSTOMER'S REQUEST | | | |

PARTS LIST:

| ITEM | DESCRIPTION |
|------|--|
| 1 | 3M 3377 ENTERPRISE GREEN VINYL |
| 2 | 3M 3500 77 BLACK VINYL |
| 3 | 3M 3375 ENTERPRISE SECONDARY GREEN VINYL |
| 4 | WHITE EXPOSED SUBSTRATE |
| 5 | 3M 3M DIFFUSER |

MATERIAL LIST

| ITEM | DESCRIPTION |
|------|----------------|
| 1 | 3M 3M DIFFUSER |
| 2 | |
| 3 | |
| 4 | |
| 5 | |

UL THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER BRACKETING AND DESIGN OF THE SIGN.

GENERAL NOTES

1. TOLERANCE (UNLESS NOTED)
• GRAPHICS +/- 1/8" • FACE SIZE +/- 1/16" • CABINET +/- 1/8" • VINYL OVERLAP +/- 1/8" +/- 1/16"
• ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VENEER INSTALLED 25° TO 30° UNLESS NOTED OTHERWISE
3. THIS COLOR CALLOUT INDICATES USE OF SPRAYED ALICE SYSTEM
4. NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT CON.
5. ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

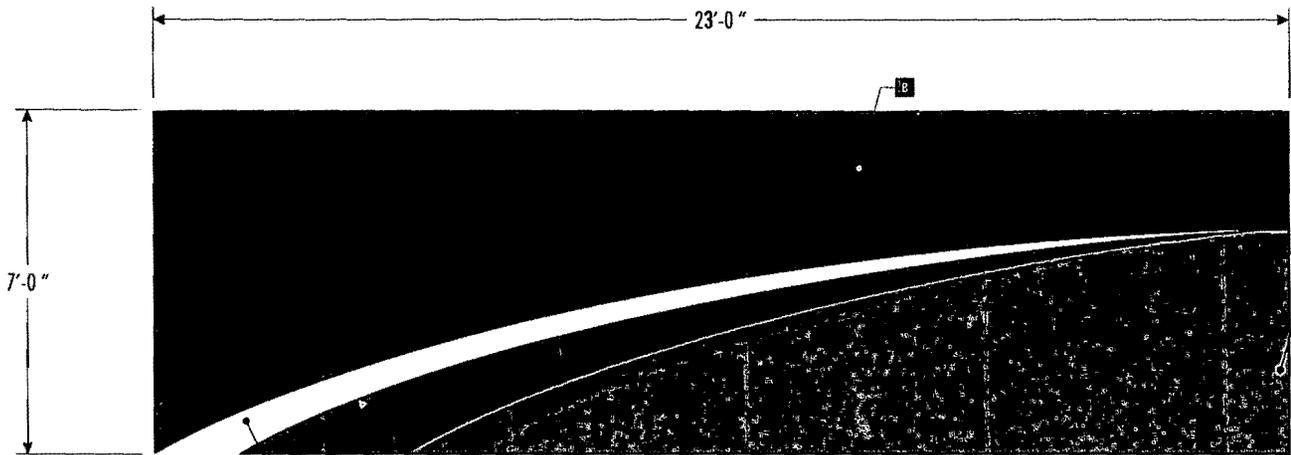
DESCRIPTION

**ENTERPRISE FACE SF NL
7'-0" X 23'-0" FLEX MATERIAL
FOR AWNING**

| | | | |
|-------------|---------------------|------------|----------|
| DESIGNED BY | BRIAN S. | CHECKED BY | |
| CLIENT | ENTERPRISE HOLDINGS | | |
| LOCATION | COVINA, CA | | |
| PROJECT NO. | 209830 | DATE | 10/07/14 |
| DESIGNATION | EEY3505 | REV | C |
| | | SHEET | 1 OF 2 |

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EXHIBIT 3



FRONT VIEW

SECTION VIEW

100% SWIPE

FIRST SURFACE 3M DIFFUSER
BEHIND THE BLACK AND GREEN
SO THAT THERE IS NO EXPOSED SUBSTRATE

B

161 SQ. FT.
SCALE 1:30

x
By signing, you are validating the dimensions and graphic provided in SignResource and/or you are handling your own installation

3'-0" X 15'-0" WALL SIGN



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 800-423-4283 - Fax 323.560.7143
 Website: www.signresource.com

REVISION HISTORY:

| REV | DATE | DESIGNED BY | UPLOADED BY |
|--|----------|-------------|-------------|
| A | 11/13/14 | CC | BS |
| REVISION DESCRIPTION: INITIAL DRAWING | | | |
| B | 11/24/14 | CC | BS |
| REVISION DESCRIPTION: UPDATED PER CUSTOMER | | | |
| C | 11/25/14 | CC | BS |
| REVISION DESCRIPTION: UPDATED PER CITY CODES | | | |
| D | 11/25/14 | CC | BS |
| REVISION DESCRIPTION: UPDATED AWNING | | | |

 THIS SIGN IS DESIGNED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER WIRING AND BONDING OF THE SIGN.

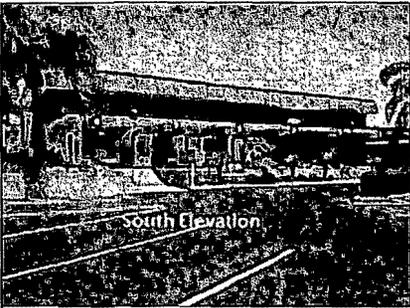
GENERAL NOTES

1. TOLERANCE (UNLESS NOTED)
 • GRAPHS +/- 1/8" • FACE SIZE + 1/16" - 1/4"
 • CABINET +/- 1/8" • VINYL OVERLAP + 1/8" +/- 1/16"
 • ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VENTING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
3. PMS COLOR CALLOUT INDICATES USE OF SPRAYPAINT AND SYSTEM
4. NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ECR
5. ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

ENTERPRISE OVERLAY

| | | | |
|-------------------|---------------------|-------------|----------|
| DESIGNED BY: | BRIAN S. | CHECKED BY: | |
| CLIENT: | ENTERPRISE HOLDINGS | | |
| LOCATION: | COVINA, CA | | |
| PROJECT: | ECRAC 3252 | DATE: | 11/13/14 |
| REVISION/PROJECT: | PACKET | REV: | D |
| | | SHEET #: | 8 OF 11 |

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EXISTING VIEW



PROPOSED VIEW

EXHIBIT 3





ILLUMINATION VIEW

| ITEM | DECORATION |
|------|--|
| A | ARLON 2500 SERIES 3227 GREEN VINYL |
| B | WHITE EXPOSED SUBSTRATE |
| C | ARLON 22 BLACK VINYL (MATTE) |
| D | TRICORN BLACK SW 6258 SEAL GLOSS METAL PAINT |

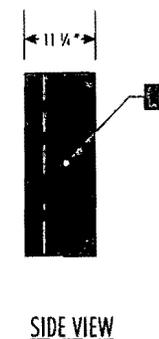
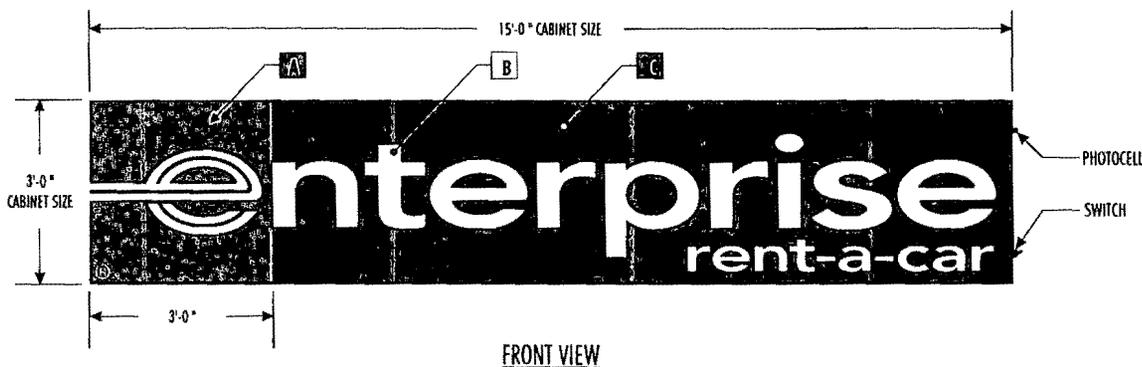


EXHIBIT 3

C

DESIGNATION:
ENTERPRISE 3'X15' WALL SIGN

The details on this drawing indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the sign, including consideration for static, dynamic and vibration loads during handling, erection, and service at the installed location, nor do they necessarily consider the preferred shop practices of the individual sign fabricator. Before starting the work, Company shall, in order to facilitate the construction of the Work, carefully study and compare the various Contract Documents, take field measurements of existing conditions, and investigate and observe any conditions at the Site of the Project affecting how to furnish and install the work. It shall be the responsibility of Company to perform the complete structural design of the signs and to incorporate all the safety factors necessary to adequately support the sign for its intended use and purpose and to protect the public and Client. Design, which meet or exceed standard industry and code engineering practices, will be required. No section of these specifications shall be interpreted or omitted in any way to jeopardize public safety and / or welfare. Conformance to these specifications shall not fulfill any manufacturer's, contractor's, and / or Company's obligation and responsibility to provide safe products and service. Disclosure or reproduction of any of the information contained within these documents without the written consent of the owner is strictly prohibited.

| REV. | DATE | DESCRIPTION | BY: | APP. |
|----------|------|-------------------------------|-----|------|
| 04/01/11 | | GENERAL REVISION | HA | |
| 10/20/08 | | REVISED "R" TO NEW GUIDELINES | JV | |

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USE ONLY APPROVED ARTWORK FOR PRODUCTION.

| | | | |
|------|----|-------|----------|
| SHT. | 9 | BY: | H.ABURTO |
| OF | 11 | DATE: | 03/01/07 |

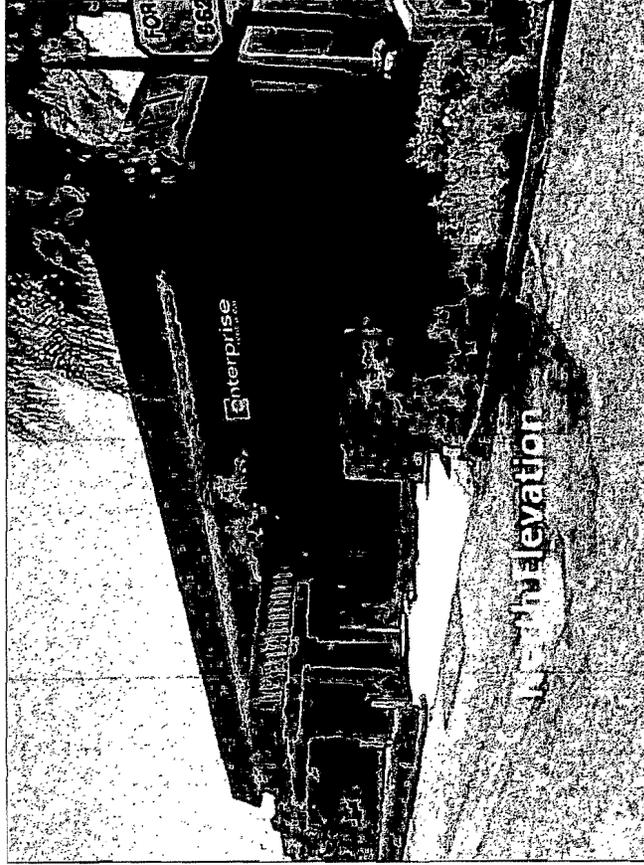
| | |
|-------------|-----------|
| PART NO. | EE0315A01 |
| DRAWING NO. | EE0315A01 |

ENTERPRISE HOLDINGS.



EXISTING VIEW

3'-0" X 15'-0" WALL SIGN



PROPOSED VIEW

SignResource
IDENTITY GROUP
6135 District Blvd., Hayward, CA 94720
Tel: 510.481.4811 Fax: 510.316.7143
Website: www.signresource.com

REVISION HISTORY:

| REV | DATE | ISSUED BY | REVISION | APPROVED BY |
|-----|----------|-----------|------------------------|-------------|
| A | 11/13/14 | CC | INITIAL DRAWING | BS |
| B | 11/24/14 | CC | UPDATED PER CUSTOMER | BS |
| C | 11/25/14 | CC | UPDATED PER CITY CODES | BS |
| D | 11/25/14 | CC | UPDATED AWNING | BS |



THIS SIGN IS DESIGNED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THE INSTALLER SHALL OBTAIN NECESSARY PERMITS AND INSURANCE FOR THE JOB.

GENERAL NOTES

1. TOLERANCE (UNLESS NOTED)
* DIMENSIONS ± 1/4" * FINISH ± 1/16" * 3/4" * 1/2" * 1/4" * 1/8" * 1/16"
2. FINISH UNLESS NOTED OTHERWISE
3. MATERIALS UNLESS NOTED OTHERWISE
4. FINISH COLOURS UNLESS NOTED OTHERWISE
5. ALL ELECTRICAL SIGNS TO COMPLY WITH UL 92

ENTERPRISE OVERLAY

| | | | |
|-------------|---------------------|------------|----------|
| DESIGNER | BRIAN S. | CHECKED BY | |
| CLIENT | ENTERPRISE HOLDINGS | | |
| LOCATION | COMINA, CA | | |
| PROJECT | EBAC 3252 | DATE | 11/13/14 |
| DATE | 11/13/14 | BY | BS |
| PROJECT NO. | PACKET | D | 10 OF 11 |

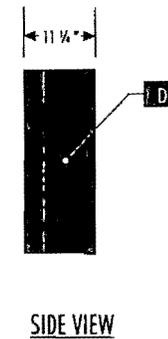
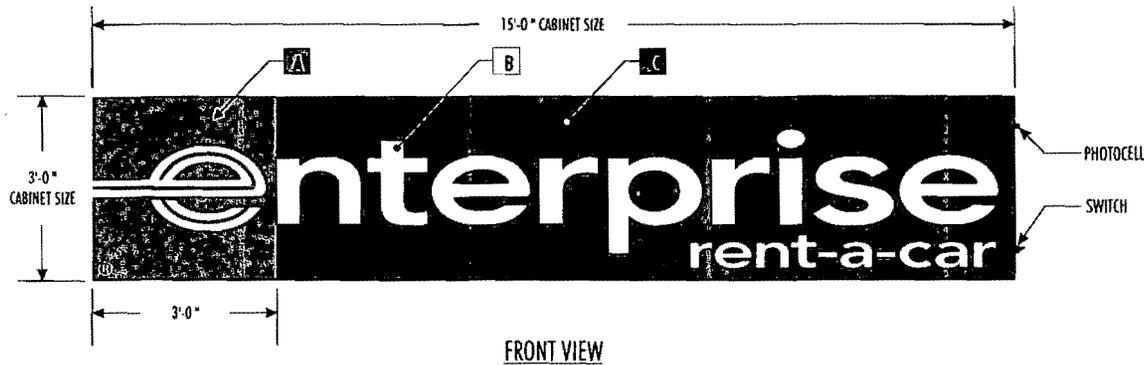
THIS DOCUMENT IS THE PROPERTY OF SIGN RESOURCE. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF SIGN RESOURCE.





ILLUMINATION VIEW

| ITEM | DECORATION |
|------|--|
| A | ARLON 2500 SERIES 3227 GREEN VINYL |
| B | WHITE EXPOSED SUBSTRATE |
| C | ARLON 22 BLACK VINYL (MATT) |
| D | TRICORN BLACK SW 6258 SEAM GLOSS METAL PAINT |



C

DESIGNATION:
ENTEPRISE 3'X15' WALL SIGN

The details on this drawing indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the sign, including considerations for static, dynamic and reaction loads during handling, erection, and service at the installed location, nor do they necessarily consider the preferred shop practices of the individual sign fabricator. Before starting the work, Company shall, in order to facilitate the construction of the Work, carefully study and compare the various Contract Documents, take field measurements of existing conditions, and investigate and observe any conditions at the site of the Project affecting how to furnish and install the work. It shall be the responsibility of Company to perform the complete structural design of the signs and to incorporate all the safety factors necessary to adequately support the sign for its intended use and purpose and to protect the public and Client. Designs, which meet or exceed standard industry and code engineering practices, will be required. No portion of these specifications shall be interpreted or applied in any way to impede public safety and / or welfare. Conformance to these specifications shall not hold any manufacturer, contractor, and / or Company's obligation and responsibility to provide safe products and services. Disclaimers or reproduction of any of the information contained within these documents without the written consent of the owner is strictly prohibited.

| REV | DATE | DESCRIPTION | BY | APP |
|----------|------|-------------------------------|----|-----|
| 04/24/11 | | GENERAL REVISION | HA | |
| 10/20/08 | | REVISED "X" TO NEW GUIDELINES | JV | |

GRAPHICS DEPICTED ARE FOR ILLUSTRATIVE PURPOSES ONLY! USE ONLY APPROVED ARTWORK FOR PRODUCTION.

| | | | |
|------|----|-------|----------|
| SHT. | 11 | BY: | H.ABURTO |
| OF | 11 | DATE: | 03/01/07 |

| | |
|-------------|-----------|
| PART NO. | EE0315A01 |
| DRAWING NO. | EE0315A01 |

ENTERPRISE HOLDINGS.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

Community Development Department
Planning Division

Telephone (626) 384-5450
Fax (626) 384-5479

NOTICE OF SITE PLAN REVIEW APPLICATION REVIEW COMPLETION

September 25, 2014

Mr. Timothy Williamson, Group Operations Manager
Enterprise Holdings
333 City Boulevard West
Orange, CA 92868

SUBJECT: REVIEW COMPLETION OF APPLICATION SITE PLAN REVIEW (SPR) 14-031 - PROPOSED TEMPORARY OPERATIONS FOR ENTERPRISE RENT-A-CAR AT 728 S. CITRUS AVENUE

Dear Tim:

The City of Covina Community Development Department, Planning Division has completed its review of application Site Plan Review (SPR) 14-031. The application entails a request to permit Enterprise Rent-A-Car to operate **temporarily** on a currently vacant commercial property that was formerly occupied by a bank at 728 South Citrus Avenue. As you are aware, Enterprise has also submitted for City review and consideration zoning applications Site Plan Review (SPR) 14-028 and PCD 99-001 (Modification #1), which, if approved along with certain necessary building and other permits and submittals, would allow Enterprise to operate on the property permanently.

The following requirements are applicable to this application:

A. GENERAL

1. Under this approval, Enterprise Rent-A-Car is permitted to operate **temporarily** on the appurtenant property. The applicant, or Enterprise, has further submitted zoning applications Site Plan Review (SPR) 14-028 and PCD 99-001 (Modification #1), which, if approved along with certain necessary building and other permits and submittals by the

Exhibit 4

City, by the Los Angeles County Fire Department, and by any other applicable agencies, would allow Enterprise to operate on the property permanently. Should Enterprise not obtain City approval of the aforementioned, initially considered zoning applications, the business shall cease all operations on the date of the denial of the applications and shall completely remove all items associated with the business from the property within thirty (30) days of that date. In addition, this application shall permit Enterprise to operate on the property temporarily, in the manner prescribed herein, until March 31, 2015. If Enterprise has not secured all necessary zoning and other approvals from the City, from the Los Angeles County Fire Department, and from any other applicable entities to function permanently on the property by March 31, 2015 (and if an amendment to this SPR application authorizing the continued temporary use of the site for car rental purposes has not been approved by the City by that date), the business shall cease all operations on and vacate the property by that date.

2. Should Enterprise Rent-A-Car obtain approval of the previously-submitted zoning applications Site Plan Review (SPR) 14-028 and PCD 99-001 (Modification #1), which (along with certain above-referenced, necessary approvals from other departments) would allow Enterprise to operate on the property permanently, the conditions and requirements of those zoning applications shall supersede the conditions and requirements of this application that are listed herein.
3. Please refer to the attached requirements of the Building and Safety Division, as further referenced under item 30 below, concerning permit issuance for the permitted temporary use of the site.
4. Enterprise may offer as vehicle rentals typical passenger cars, smaller and larger pickup trucks, sport utility vehicles, so-called crossover vehicles, conventional vans, and mini-vans. The renting of any other vehicles, including, but not limited to, moving-type trucks or commercial-oriented vehicles weighing in excess of 6,000 pounds shall require further City review and approval. Enterprise may also perform on the property various administrative activities associated with maintaining this particular branch or rental location and supporting associated corporate functions.
5. The on-site parking and short-term storage of permitted rental vehicles shall appertain to activities typically associated with a car rental business. Automobile impound, standalone "car storage," or any activity or business where any vehicles would be kept on the premises for more than thirty (30) consecutive days shall be prohibited.
6. No vehicle washing, detailing, repair, servicing, or maintenance shall occur on the property (except for very minor car cleaning and associated "car rental preparation-related" activities that would not trigger any permit requirements, that would not interfere with any on-site parking or maneuverability, or that would not violate any provisions of the Covina Municipal Code or any other laws or requirements).

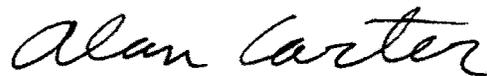
7. All existing reciprocal access (and any parking) agreements with adjacent properties shall remain in effect.
8. All Enterprise-related vehicles offered for rent as well as the vehicles of employees, customers, and others (such as, but not limited to, maintenance-related personnel) shall park on the appurtenant property, unless otherwise legally authorized to park on an adjacent property and done so in a safe manner. Should any reciprocal parking agreement(s) authorizing any adjoining businesses to park on the subject site exist, the applicant shall work with the adjacent property owners and, if necessary, address such agreement(s) to ensure that the provisions under the first sentence of this stipulation are met.
9. The property shall maintain a trash bin for refuse disposal, and this bin shall be maintained at all times in the existing trash bin enclosure on the property. The trash bin enclosure shall meet all applicable requirements.
10. All business-related operations shall conform to the provisions of the Covina Noise Ordinance (Chapter 9.40 of the Covina Municipal Code). In addition, no exterior speakers on the property shall be permitted.
11. Concerning any persons associated with the car rental business, the management of the business shall at all times take reasonable steps a) to prevent any outside loitering and b) to encourage all individuals to be courteous with neighboring businesses and residences.
12. The conditions noted herein shall be listed and printed upon the face of and included as part of any required construction plans.
13. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this letter, the applicable construction plans, and any laws, statutes, ordinances, or other regulations applicable to the project proposal or to any component or activity of the project. Failure of the applicant/property owner to cease any development or activity not in full compliance shall be a violation of these conditions. Any and all future construction or improvements on the site shall conform to all applicable development standards, requirements, and review-related procedures.
14. The project has been determined by the Planning Division to be Categorically Exempt under the provisions of the California Environmental Quality Act (CEQA). If a Notice of Exemption is filed with the City, then the period during which legal challenges can be filed based upon violations of CEQA would be reduced from 180 days to 35 days. To file the Notice of Exemption, please contact the Planning Division.
15. If necessary to meet City foot-candle-related standards concerning exterior lighting, additional outside lighting shall be added to the property for safety purposes. All existing and any new outside lighting shall be designed, located/oriented, and illuminated in a

- manner that meets the aforementioned City standards and that does not generate any glare onto adjacent properties or streets.
16. All on-site drainage shall continue to meet the applicable requirements of the Public Works Department.
 17. Signs are not a part of this approval. A separate sign permit must be submitted to the Planning Division for review and approval. In addition, it is strongly recommended that certain directional signage be installed on the property to bolster circulation safety, particularly for Enterprise-related customers. Such signage would also discourage or prevent drivers not associated with Enterprise from parking on the property and thus possibly interfering with the business.
 18. The installation of any security system on the property, as addressed under Chapter 8.20 of the Covina Municipal Code, shall first be coordinated with the Covina Police Department.
 19. In accordance with the Covina Design Guidelines (CDG), any new roof, wall, and ground-mounted mechanical equipment, utility equipment, and utility meters shall be screened from surrounding public views with appropriate building materials, painting, and/or landscaping.
 20. The completion of this review shall not waive compliance with all other sections of the Covina Municipal Code, the Covina Design Guidelines, and all other applicable City ordinances and plans as well as applicable non-City laws and regulations in effect at this time and any and all associated permit issuances.
 21. Any new and changing ordinances adopted prior to the final approval of the project by the City may warrant new review.
 22. Any new site- and building-related improvements concerning the overall project shall be of good workmanship and shall be developed or installed in accordance with the generally-accepted standards of the applicable industries.
 23. The applicant shall perform any project-related construction or installation work that could be heard by any residents of the adjacent properties only between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday (excluding legal holidays), unless a special permit is obtained from the City.
 24. If any requirement noted herein is held or declared to be invalid, the entire approval shall be void and the privileges granted hereunder shall lapse.

25. The City shall have the reasonable right of entry to inspect the improvements and the key elements of the permitted temporary use that have been reviewed under this SPR application to verify compliance with these conditions.
26. The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by the applicant and/or property owner's violation of any condition imposed by this SPR application, any other zoning-related determinations concerning the site, or any provision of the Covina Municipal Code or the Covina Design Guidelines shall be paid by the applicant/property owner.
27. The permittee shall defend, indemnify and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this application determination, which action is brought within the applicable time period of Government Code Section 65009. The City must promptly notify the permittee of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the permittee of any claim, action or proceeding, or if the City fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
28. The permittee shall reimburse the City for any court and attorney's fees which the City may be required to pay as a result of any claim or action brought against the City because of this grant. Although the permittee is the real party in interest in an action, the City may, at its sole discretion, participate at its own expense in the defense of the action, but such participation shall not relieve the permittee of any obligation under this condition.
29. The site, building, mechanical, landscaping, and other improvements on the appurtenant property shall be maintained in a sound and attractive condition, free of weeds, trash or debris, visible deterioration, graffiti, or other conditions that violate the Covina Municipal Code. The City may require that the applicant and/or property owner pay the actual and reasonable costs for code compliance services needed to address any problem conditions.
30. Certain requirements of the Building and Safety Division of the Public Works Department are applicable to this application. Please refer to attachment for details.
31. Certain requirements of the Environmental Services Division of the Public Works Department are applicable to this application. Please refer to attachment for details.

Thank you again for your cooperation in submitting the requested information and for helping the City staff to complete this review in a timely fashion. Once more, we wish you and your associates well with business operations at the new location. If you have any questions on this letter, feel free to contact me at (626) 384-5454.

Sincerely,



Alan Carter
City Planner

ENCLOSURES

CC: Nancy Fong, Interim Community Development Director
Vidal Marquez, Assistant Planner
Jonathan Perez, Planning Aide
Cyndie Petersen, Senior Administrative Technician
Lynda Lara, Planning Intern
Bill Hayes, Building Official
Vivian Castro, Environmental Services Manager
Lisa Brancheau, Assistant to the City Manager
Robert Martinez, RAM Architecture, 15487 Seneca Road, Suite 203, Victorville, CA,
92392



CITY OF COVINA

INTER-OFFICE MEMORANDUM

To: Planning Division

From: Basel Badawi, Building Division

Subject: SPR 14-031 Munis 1473 (Enterprise Rent-A-Car)

Address: 728 S. Citrus Ave.

After you have successfully completed the Planning Division's plan review process your plans should be ready for submitting to the Building Section for review of State and local Building Code requirements. These are general comments intended to prepare the applicant for a successful and expeditious plan review through the Building Section. Please be prepared to address the following checked items:

- Please submit (6) sets of complete plans including any proposed utilities and earthwork; two sets shall be "stamped approved" by the Covina Planning Division and include the Building Section's comments for consultant review. This project must comply with the 2013 California Building Standards and 2013 energy code.
- Two sets each of any structural and energy calculations shall be submitted with the above mentioned plans. All calculations must bear an original signature from the documented author.
- This project must comply with Federal and State Accessibility requirements to and throughout the building. Include compliance methods and structural details on the plans.
- Demolition and renovations activities require an asbestos containing materials (ACM) survey. (SCAQMD RULE 1403) The ACM report shall be prepared by an accredited testing laboratory in accordance with SCAQMD rules and regulations. Proof of notification to the South Coast Air Quality Management District (SCAQMD), Office of Operations, shall be submitted to the Building Division with your permit application for all renovations and demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has been approved by the SCAQMD, a formal demolition plan and permit must be obtained from the Building Division.
 - SCAQMD Headquarters; 21865 Copley Drive, Diamond Bar, CA, (909) 396-2381
- The Los Angeles County Fire Department needs to review your construction plans, to expedite this process you will need to contact one or more of their Regional plan check office(s): Appointments to discuss Fire Department requirements may be made between 7:30 a.m. and 10:30 a.m. Please contact Fire Inspector Jennifer Baron (626) 974-8335 for more information.

EXHIBIT 4

Regional plan check offices for the Los Angeles County Fire Department:

Glendora Office, Building Plan Review Only
231 W. Mountain View Avenue
Glendora, CA 91740
(626) 963-0067

Commerce Office, Sprinkler & Alarm Plan Review
5823 Rickenbacker Road
Commerce, CA 90040-3027
(323) 890-4125

Commerce Office, Land Development / Access
5823 Rickenbacker Road
Commerce, CA 90040-3027
(323) 890-4243

- Please provide an additional digital copy (pdf preferred) of the building floor plan, elevations, and site plan to be submitted to the LA County Assessor. This copy should be in sufficient detail to allow the assessor to determine the square footage of the building and, in the case of residential buildings, the intended use of each room.

-For additional information, please contact the LA County Assessor's, Public Service Desk at 888-807-2111.

- Construction activity within 500' of a residential zone is prohibited between the hours of 8:00pm and 7:00am and on Sundays and Holidays unless otherwise permitted by the City.
- The Building Section plan check process may address additional concerns.
- **No permits will be issued for the permanent use of this facility, until final approval has been granted. Permits for maintenance/repairs for existing building will be issued at the discretion of the Building Official.**

**ENVIRONMENTAL SERVICES REQUIREMENTS FOR APPLICATION
SPR 14-031 (PROPOSED ENTERPRISE CAR RENTAL TEMPORARY
OPERATIONS AT 728 S. CITRUS AV. – MUNIS #1473)**

1. Applicant is to submit a signed statement certifying that no onsite washing or detailing of cars will take place at the facility during temporary operations.
2. An initial plan review fee of \$40 is required.

For any questions here, please contact Vivian Castro, Environmental Services Manager, at 626-384-5480.

Exhibit 4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA ESTABLISHING A REGIONAL OR COMMUNITY SHOPPING CENTER WITH A PLANNED COMMUNITY DEVELOPMENT (C-3A/PCD) COMMERCIAL ZONE CLASSIFICATION FOR CERTAIN PROPERTY IN THE CITY OF COVINA, ZCH 98-003/PCD 99-001.

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

SECTION 1. Pursuant to public hearing and processing in the manner set forth by State law and local ordinance, and after recommendation thereon by the Planning Commission, the property classification set forth in Section 2 is made for the reasons of public interest, convenience and necessity.

SECTION 2. The following described real property in the City of Covina, County of Los Angeles, State of California, is hereby zoned Regional or Community Shopping Center with a Planned Community Development zone overlay Commercial (C-3A/PCD):

SEE ATTACHED LEGAL DESCRIPTIONS: (Exhibit A)

SECTION 3. After giving full consideration to all evidence presented at said HEARING, both oral and documentary, and after being fully informed, said City Council does hereby find and decide:

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

Fact: The project will comply with the city's normal requirements for lot coverage, parking, landscaping and site layout. These standards were written to assure that new development in the City does not exceed the capacity of their respective sites.

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

Fact: Traffic on Citrus Avenue is currently at 73% of capacity and on Rowland Street it is at 39% of capacity. The two (2) streets can accommodate the estimated 1,250 average daily trips that would result from this proposal.

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

Fact: The project has been reviewed pursuant to the California Environmental Quality Act and the public hearing process. No major adverse impacts have been identified in this process. The project will be similar in character and nature as the existing center. No significant problems have been reported in association with the existing commercial uses.

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

Fact: The proposed conditions of approval establish limits on the extent, nature and style and development to assure that future development will conform with City standards that protect the public.

SECTION 4. The application for a Planned Community Development Overlay Zone is hereby granted subject to the following conditions deemed necessary to protect the public health, safety and general welfare of the community:

1. This ordinance provides the ability to pursue development opportunities that will establish land uses that will improve the economic potential of all businesses, will create a pedestrian-friendly environment that fosters linkage between all businesses, and promotes the renovation of buildings and streetscapes in order to protect the unique character of this shopping area. The Planning Commission is granted the authority to approve modifications that do not exceed the overall development density of the project. All major modifications will require approval by the City Council of a new Planned Community Development.
2. This approval shall allow up to 30,000 square feet of additional commercial space in the subject area.
3. Development of new structures on Lots 5, 6 or 7 of Tract 16643 (137, 145 or 153 East Loma Vista Street) will require approval by the Planning Commission with public notice provided to adjacent properties in a 300' radius in the manner provided under Chapter 17.60 of the Covina Municipal Code (CUPs).
4. A ten (10) foot landscaped strip and a six foot (6') block wall shall be provided when any new commercial development abuts residentially zoned property.
5. All future development shall conform with the Covina Design Guidelines and the Design for Development adopted for the area by the Covina Redevelopment Agency. Future buildings shall meet the Covina Municipal Code Zoning Chapter standards for site layout in the C-3A zone including but not limited to parking lot coverage, building setback, landscaping, walls and residential buffers.
6. All new development shall include pedestrian areas that are consistent with those shown on the approved conceptual plan. Decorative sidewalks, benches, trash receptacles, light fixtures and other new improvements shall be provided with emphasis on creating an attractive environment for pedestrians and visitors. The design and details of such improvements are subject to the approval of the Chief Planning Official.
7. New development shall be limited to a maximum height of twenty-five feet (25'). Architectural details such as ornamental towers, statutes and similar unoccupied features may exceed this limit with approval from the Chief Planning Official.
8. New development shall be designed in a style that is consistent with the mid-twentieth century architecture used on existing buildings on Shoppers Lane.

9. Building setbacks shall conform with the standards of the C-3A zone district.
10. The existing detached single family residences are hereby granted the same amortization period as provided for Group A Non-conforming uses under the Covina Municipal Code.
11. Uses of property in the subject area shall conform with the following:

Permitted Uses:

a. Retail Stores, Sales and Services:

1. Antique home furnishings,
2. Art gallery, show and studio,
3. Auto parts sales, excluding body and fender work and painting and mechanical auto wash,
4. Bakers; provided not more than five persons shall be employed and all products are sold on the premises,
5. Bakery sales,
6. Barber and/or beauty shop,
7. Bicycle shop,
8. Blueprinting and photocopying,
9. Book and stationery store,
10. Call office for delivery of laundry or dry cleaning,
11. Carpet and rug sales, no cleaning,
12. Cleaners,
13. Clothing and wearing apparel,
14. Coffee shop,
15. Cosmetic shop,
16. Craft shop,
17. Delicatessen,
18. Department store,
19. Discount house,
20. Drug store,
21. Electrical appliance supply and repair,
22. Fixit shop,
23. Florist,
24. Food stores, including poultry and egg, bakery, ice cream and confectionery; provided all products shall be sold on the premises, and provided there shall be no slaughtering, plucking or dressing of poultry on the premises,
25. Fruit store,
26. Furniture,
27. Furniture upholstery,
28. Furriers,
29. Garage, public,
30. Garden supply and tools,
31. Gift shop,
32. Haberdashery,
33. Hardware,
34. Health food stores,
35. Hobby shop and supply,
36. Home furnishings,
37. Household appliances, supply, repair and service,
38. Ice cream parlor,
39. Jewelry sales and repair,
40. Laundromat,
41. Leather goods and luggage.

42. Linoleum stores,
43. Locksmith
44. Luggage shop,
45. Mail order house,
46. Maternity shop,
47. Meat market,
48. Medical equipment and supplies,
49. Mimeographing and duplicating,
50. Music instructions,
51. Music shop,
52. Newsstand,
53. Novelty shop,
54. Office furniture and machine, sales and repair,
55. Orthopedic equipment and supplies,
56. Paint and wallpaper materials and supplies,
57. Pet shop and food stores,
58. Pharmacy,
59. Physicians' equipment and supplies,
60. Photocopying,
61. Photographers' studios,
62. Photography supplies,
63. Piano sales and service,
64. Picture framing,
65. Plant nursery, provided fertilizer be sold only in bags,
66. Plumbing supply, retail,
67. Public utility customer service office,
68. Radio, television and phonographic supplies, sales and service,
69. Redemption centers,
70. Restaurant, tearoom, café,
71. Sewing machine sales and service,
72. Shoe sales and repair,
73. Soda fountain,
74. Sporting goods and equipment sales and rentals,
75. Stationery stores,
76. Stenographers, public,
78. Supermarket,
79. Tailor,
80. Ticket agency,
81. Tobacco store,
82. Toy store,
83. Vacuum cleaner sales and service,
84. Variety store,
85. Video store,
86. Wearing apparel,
87. Yarn shop;

B. Other:

1. Administrative or professional offices (any offices in which chattels or goods, wares or merchandise are not manufactured or sold),
2. Bank and financial institutions,
3. Bill paying office,
4. Insurance brokers, adjusters and agents,
5. Libraries and reading rooms,
6. Museums,
7. Notary public,
8. Off-street parking,

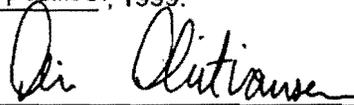
- 9. Optometrists,
- 10. Parking lot, public,
- 11. Real estate brokers.

Conditional uses (pursuant to Chapter 17.62):

- a. Automobile sales and services;
- b. Automobile service station, except as otherwise provided for in Section 17.42.020, subject to the provisions of Section 17.62.025;
- c. Drive-up facilities for permitted uses;
- d. Drop-off bins and facilities;
- e. Educational or health activities including private schools, trade schools and health spas;
- f. Liquor, off-sale, subject to the provisions of Section 17.62.026;
- g. Liquor, on sale in conjunction with a bona fide eating establishment;
- h. Public and/or private dancing;
- i. Used merchandise sales, except as provided for antique stores and book sellers.

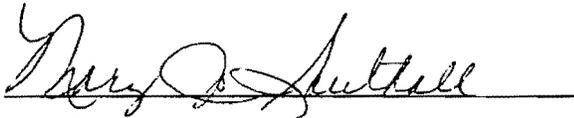
SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published according to law.

APPROVED AND PASSED this 7th day of September, 1999.



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

I, MARY JO SOUTHALL, City Clerk, Covina, California, hereby CERTIFY that Ordinance No. 99-1851 was regularly introduced and placed upon its first reading at a regular meeting of the Covina City Council held August 17, 1999, and that thereafter said Ordinance was duly adopted at a regular meeting of the City Council held September 7, 1999, and passed by the following vote:

AYES: Council Members: Allen, Palmeri, Stapleton, MPT/Truax, M/Christiansen
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members:

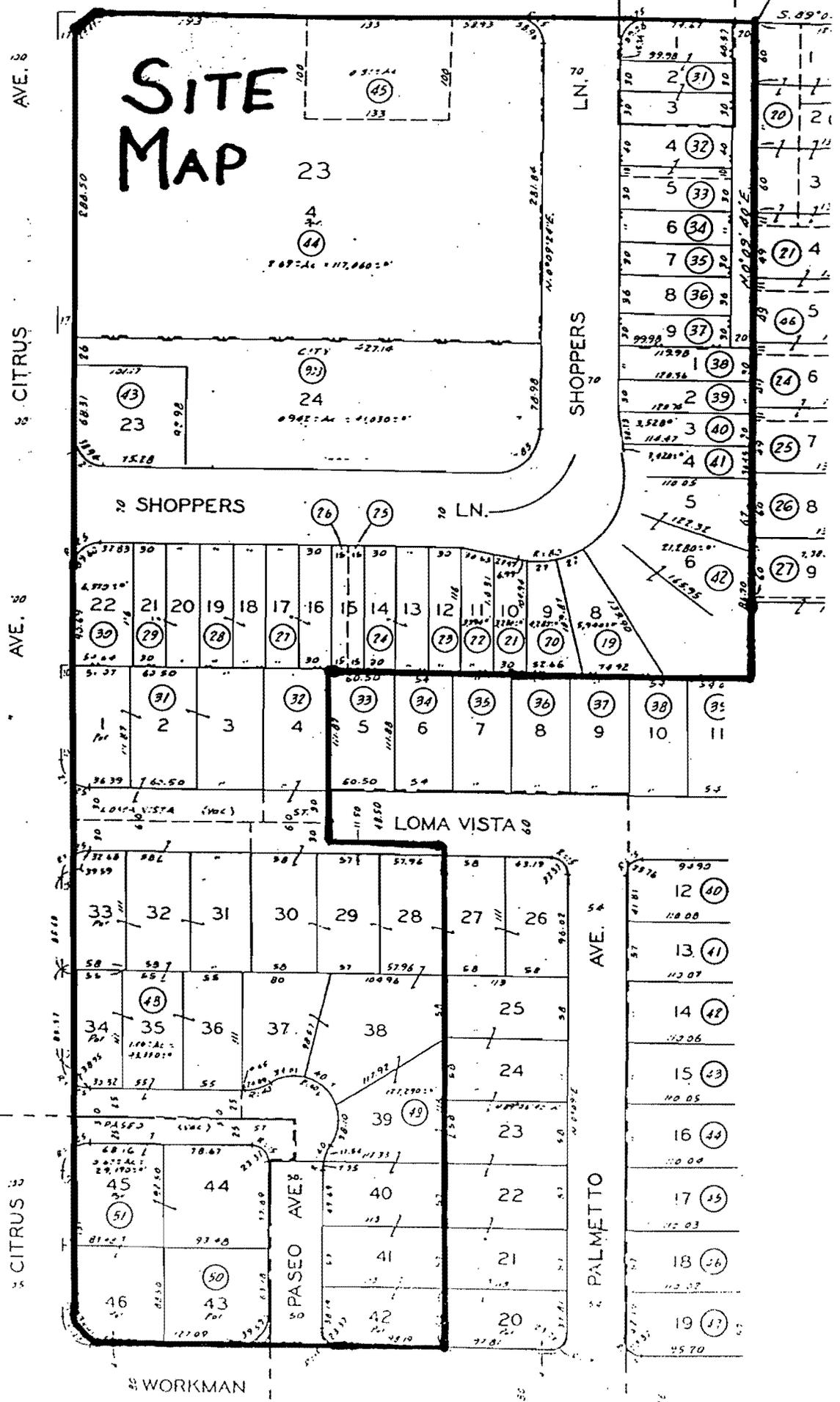

Covina City Clerk

Lots 1 through 7 and 20 through 46 of Tract 15166 as recorded in Book 334 at Pages 10 and 11, Official Records of the County of Los Angeles; and

Lots 1 through 24 of Tract 19651 as recorded in Book 506 at Pages 33 and 34, Official Records of the County of Los Angeles; and

Lots 1 through 9 of Tract 18945 as recorded in Book 579 at Pages 25 and 26, Official Records of the County of Los Angeles.

SITE MAP



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RESOLUTION NO. 2014-020 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA APPROVING A SITE PLAN REVIEW SPR 14-028 FOR THE ESTABLISHMENT OF AN AUTOMOBILE RENTAL FACILITY AT AND FOR PERFORMING VARIOUS ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 728 SOUTH CITRUS AVENUE – APN: 8451-002-048

WHEREAS, Enterprise Rent-A-Car (Applicant), has filed a Site Plan Review, SPR 14-028, (Application) to convert the existing developed site at 728 South Citrus Avenue, Covina, California 91723 (Property) to an automobile rental facility and, under this conversion, to perform certain modifications to the property to accommodate the new use; and

WHEREAS, related to the Application, the Applicant has filed a Planned Community Development Modification, PCD 99-001 (Modification #1) a) to add “automobile rental” as a permitted use for the subject property and to establish special signage criteria for proposed pylon (or freestanding) and building signage; and

WHEREAS, on December 9, 2014, the Planning Commission conducted a duly noticed public hearing at which time oral and written evidence along with written recommendation from the Planning Division was presented to the Planning Commission. The Planning Commission concluded said hearing on that date.

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

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

SECTION 2. Based upon the entire record made available at the December 9, 2014 public hearing, the staff report, the oral presentation, and related documents submitted to the Planning Commission prior to and at the public hearing, the Planning Commission hereby finds and determines as follows:

- a. All provisions of the Zoning Ordinance are complied with.

Findings of Facts: The site is currently developed with a 6,468-square foot building and associated parking and other improvements. The proposed project is to modify the interior and southern-most parking areas only to accommodate automobile sales as well as to perform certain typical changes to existing exterior signage. The underlying automobile rental use and the exterior signage, which do not conform to current zoning provisions, are addressed in the “PCD Modification” section of the report below. All other components of the proposed project comply with the applicable provisions of the Zoning Code.

- b. The basic project elements are so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and no adverse effects will occur on surrounding properties.

Findings of Facts: The project will consist of primarily administrative- and car rental-related uses, which are typically lower turnover-type activities (compared to retail and banking, the prior long-time use on the site). In evaluating the project proposal, the staff did not identify any potential for internal circulatory conflicts or external traffic congestion. Therefore, pedestrian and vehicular safety and welfare would be protected and there should not be any adverse effects on surrounding properties.

- c. The project design conforms to the General Plan and any Design Guidelines or Specific Plan that may be applicable to the project.

Finding of Facts: The project complies with the commercial development intensity provision of the General Plan (1.5 FAR). And any minor changes to the exterior of the building will be conditioned to conform to the existing 1960s-era though generally attractive building style and architecture, thus conforming to the Covina Design Guidelines.

- d. The project design is harmonious, consistent, and complete within itself and functionally and visually compatible with neighboring land uses.

Finding of Facts: The proposed project is designed to accommodate a car rental business. Along adjacent portions of South Citrus Avenue, there are six somewhat similar auto and truck dealerships. The design of the proposed project is harmonious, consistent and complete within itself. Furthermore, the proposed project is functionally and visually compatible with both the neighboring auto dealerships and other commercial land uses. And the staff believes that there would not be any conflicts with the easterly houses (the closest of which are non-conforming). There are no records of incompatibility-associated issues or land use-related conflicts between Enterprise and any other property during the many years that Enterprise operated across the street.

- e. The development will constitute an adequate environment for the intended use by sustaining the desirability and stability of the neighborhood and community.

Finding of Facts: The proposed project is designed primarily for the noted car rental use and should further sustain the City's Citrus Avenue auto row, which will provide stability to the neighborhood and community. In addition, the conditions of approval of the application will provide the City with safeguards for preventing any future issues.

- f. Proposed lighting is so arranged as to reflect the light away from adjoining properties.

Finding of Facts: The proposed project would consist of existing and new exterior lighting on the building and in the surface parking areas. These lights would be required to meet applicable City foot-candle standards to provide for adequate security while being directed, oriented and shielded to prevent light from shining on and spilling over onto adjacent properties and public streets.

- g. Proposed signs will not, by size, location, color, or lighting, interfere with traffic or limit visibility.

As noted above, certain exterior signage was also submitted to the City with the SPR application and, although certain components of it exceed the associated Code requirements, the sign has been determined to be acceptable under the associated "PCD Modification" application. A typical signage review requirement of the City calls for all signage to be located and designed in a manner that would not interfere with traffic or limit visibility.

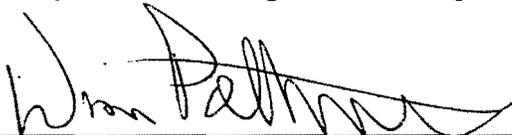
SECTION 3. The Planning Commission has determined that this application is categorically exempt pursuant to CEQA Guidelines Section 15031(a), Class 1. The scope of the project is to perform general building interior- and parking-related modifications to establish an automobile rental facility. The Planning Commission further finds that there is no substantial evidence that the project will have a significant effect on the environment.

SECTION 4. Based upon findings and conclusion set forth in Sections 1, 2 and 3 above, the Planning Commission hereby approves the application:

- a. The Site Plan Review application, SPR 14-028, is hereby approved, subject to the conditions of approval set forth in the written record before the Commission incorporated herein and attached hereto as Exhibit "A."
- b. The Secretary of the Planning Commission is directed to serve, by first-class mail, a written notice of this decision to the Applicant within five (5) days.

SECTION 5. This Resolution shall become effective immediately upon its adoption, subject to a 10 calendar-day appeal period.

PASSED, APPROVED AND ADOPTED by the members of the Planning Commission of the City of Covina at a general meeting thereof held on the 9th day of December 2014.



WIN PATTERSON, CHAIRMAN
CITY OF COVINA PLANNING COMMISSION

CITY OF COVINA
RESOLUTION NO. 14-020 PC FOR SITE PLAN REVIEW SPR 14-028
EXHIBIT A - CONDITIONS OF APPROVAL
December 9, 2014

1.0 TIME LIMITS:

- 1.1** The approval shall expire one year from the date of project approval by the Planning Commission if no project-related construction work has commenced.

2.0 GENERAL REQUIREMENTS:

- 2.1** The approval is for the conversion of the developed site to an automobile rental facility with ancillary administrative operations, including the performing of an interior tenant improvement, minor changes to the building exterior to accommodate the interior work, and certain modifications to the parking area to serve the new use, as shown in the approved project plans on file with the City.
- 2.2** The approval is contingent upon the approval of the related application Planned Community Development 99-001 (Modification #1) by the City Council for adding "automobile rental" as a permitted use and, for the property at 728 South Citrus Avenue only, for establishing a special sign criteria for wall signs and a pylon sign.
- 2.3** This approval will not be effective until the applicant has filed with the Planning Division an affidavit stating that he is aware of and agrees to accept all of the conditions of the approval.
- 2.4** The project or uses may proceed only in accordance with the approved plans on file with the Community Development Department, all representations of record made by the applicant(s), the conditions contained herein, the Covina Municipal Code, and the Covina Design Guidelines.
- 2.5** Failure to comply with any conditions of approval noted herein or any future violation of conditions may result in revocation of project approval by the City.
- 2.6** Minor modifications to this approval that are determined by the City Planner or his/her designee to be in substantial conformance with the approved project plans and that do not intensify or change the use or require any deviations from adopted standards may be approved by the City Planner upon submittal of an administrative application and the required fee.
- 2.7** Approval of this request shall not waive compliance with all other sections of the Covina Municipal Code, the Covina Design Guidelines, and all other applicable

plans and non-City laws and regulations that are in effect at the time of building permit issuance.

- 2.8** Any future proposed new or intensifies uses, building or interior expansions, and/or site improvement modifications shall first be reviewed and approved by the City for conformance with these approvals, the Covina Municipal Code, the Covina Design Guidelines, and the applicable permit issuance processes. If determined by the City Planner to exceed the scope or intent of these approvals or in any way conflict with the appurtenant conditions, then the City may require the approval of a new or additional zoning application (if needed), and/or the submittal of certain use- or impact-related studies to address any identified concerns.
- 2.9** Any outdoor ground mounted mechanical and utility equipment shall be placed away from the street frontage and public view, and shall be screened in conformance with Covina Municipal Code and Covina Design Guidelines. All roof mounted equipment and/or projections, wall-mounted equipment, and utility meters must be screened from public view with appropriate building materials that are architecturally integrated with the building design.
- 2.10** Any future building improvements shall conform to all provisions noted herein and shall address all applicable City planning- and building-related codes and standards and permit issuance requirements and processes.
- 2.11** All landscape or planter areas shown on the approved landscape plan shall remain landscaped in perpetuity. These areas shall not be paved or used for storage or any similar purpose inconsistent with the intent of this approval.
- 2.12** The automobile rental company or Enterprise may offer as vehicle rentals typical passenger cars, smaller and larger pickup trucks, sport utility vehicles, so-called crossover vehicles, conventional vans, and mini-vans. The renting of any other vehicles, including, but not limited to, moving-type trucks or commercial-oriented vehicles weighing in excess of 6,000 pounds shall require further City review and approval. Enterprise may also perform on the property various administrative activities associated with maintaining this particular branch or rental location and supporting associated corporate functions.
- 2.13** The on-site parking and short-term storage of permitted rental vehicles shall appertain to activities typically associated with a car rental business. Automobile impound, standalone "car storage," or any activity or business where any vehicles would be kept on the premises for more than thirty (30) consecutive days shall be prohibited.
- 2.14** Condition deleted by Planning Commission on December 9, 2014.

- 2.15** All existing reciprocal access (and any parking) agreements with adjacent properties shall remain in effect.
- 2.16** All Enterprise-related vehicles offered for rent as well as the vehicles of employees, customers, and others (such as, but not limited to, maintenance-related personnel) shall park on the appurtenant property, unless otherwise legally authorized to park on an adjacent property and done so in a safe manner. Should any reciprocal parking agreement(s) authorizing any adjoining businesses to park on the subject site exist, the applicant shall work with the adjacent property owners and, if necessary, address such agreement(s) to ensure that the provisions under the first sentence of this stipulation are met.
- 2.17** The property shall maintain a trash bin for refuse disposal, and this bin shall be maintained at all times in the existing trash bin enclosure on the property. The trash bin enclosure shall meet all applicable requirements.
- 2.18** The public hours of operation of the car rental facility shall be limited to a) Mondays through Fridays, 7:00 am to 8:00 pm; and b) Saturdays and Sundays, 7:00 am to 6:00 pm.
- 2.19** All business-related activities on the property shall conform to the provisions of the Covina Noise Ordinance (Chapter 9.40 of the Covina Municipal Code (CMC)). In addition, no speakers shall be permitted in any exterior area.
- 2.20** Concerning any persons associated with the car rental business, the management of the business shall at all times take reasonable steps a) to prevent any outside loitering and b) to encourage all individuals to be courteous with neighboring businesses and residences.
- 2.21** All employees shall park on site and in the portions of the parking area that lie immediately north and east of the building. Off-site parking on neighborhood streets is prohibited.
- 2.22** One parking space immediately east of the building shall be designated for (pertaining to business-related supplies and materials) loading and unloading purposes (may also be used for employee parking).
- 2.23** The automobile washing activity shall conform to all applicable City and any other requirements. No general automobile repair work (excluding, if necessary, minor maintenance or repair work associated with preparing cars for rent), no body and fender work, and no automotive painting shall occur on the property.
- 2.24** Following construction completion, the entire parking facility shall be repaved or resurfaced, meeting applicable standards.

- 2.25** The maximum number of persons permitted in the building at any time shall comply with the occupant load figure(s) to be established by the Building Division and the Los Angeles County Fire Department.
- 2.26** The property and all improvements, including landscaping, must be maintained in a sound, healthy, and attractive condition free of weeds, visible deterioration, graffiti, debris and/or other conditions that violate the Covina Municipal Code.
- 2.27** Any new site- and building-related improvements concerning the overall project shall be of good workmanship and shall be developed or installed in accordance with the generally-accepted standards of the applicable industries.
- 2.28** The City shall have the reasonable right of entry to inspect the properties on the overall project site to verify compliance with the Conditions of Approval.
- 2.29** The permittee shall defend, indemnify and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this application determination, which action is brought within the applicable time period of Government Code Section 65009. The City must promptly notify the permittee of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the permittee of any claim, action or proceeding, or if the City fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
- 2.30** The permittee shall reimburse the City for any court and attorney's fees which the City may be required to pay as a result of any claim or action brought against the City because of this grant. Although the permittee is the real party in interest in an action, the City may, at its sole discretion, participate at its own expense in the defense of the action, but such participation shall not relieve the permittee of any obligation under this condition.
- 2.31** If any provision of this approval is held or declared to be invalid, then the entire approval shall be void and the privileges granted hereunder shall lapse.
- 2.32** The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by applicant's violation of any condition or mitigation measure imposed by this application or any provision of the Covina Municipal Code must be paid by the applicant.
- 2.33** All grading and all exterior (during construction and following project completion) drainage on the property shall conform to all applicable requirements of the Public Works Department.
- 2.34** Any proposed site features for the disabled that are associated with this project approval, including, but not limited to, property access identification, parking stall and unloading area dimensions, path of travel, and building access, must comply

with all applicable State Codes and must first be reviewed and approved by the Building Division (please contact the Building Division for specific requirements).

- 2.35 Sign permits shall be obtained prior to the installation of any temporary or permanent signs, meeting all applicable requirements.
- 2.36 The project has been determined by the Planning Division to be Categorically Exempt under the provisions of the California Environmental Quality Act (CEQA). If a Notice of Exemption is filed with the City, then the period during which legal challenges can be filed based upon violations of CEQA would be reduced from 180 days to 35 days. To file the Notice of Exemption, please contact the Planning Division.

3.0 PRIOR TO THE ISSUANCE OF A BUILDING PERMIT:

- 3.1 Final plans incorporating all conditions of approval and any plan-related changes required in the approval process shall be submitted for review and approval by the City Planner prior to building permit issuance. The construction plan/documents must include specific details and delineation incorporating these conditions of approval, including any required Planning Division-related modifications.
- 3.2 All conditions of approval listed herein must be printed upon the face of and included as part of the final plans and specifications during the plan check process.
- 3.3 All required plans must be coordinated for consistency and any easements of record or required easements shall be reflected on the site plan along with off-site improvements and off-site conditions of approval and buildings within 10 feet any property line.
- 3.4 Detailed on-site landscape and irrigation plans must be submitted for review and approval by the City Planner or his/her designee, meeting applicable standards and requirements. The landscaped and planter areas shall conform to the same areas depicted on the conceptual landscape plan. In addition, the on-site landscape plans shall reflect an enhanced landscape design for all areas where planters are to be installed and, prior to landscape plan preparation, the proposed design details of the planters shall be reviewed by the City Planner. These plans shall further conform to the provisions of the City's Water-Efficient Landscape Ordinance (Chapter 17.82 of the Covina Municipal Code);
- 3.5 In accordance with Chapter 11.36 of the Covina Municipal Code, no street trees adjacent to the site shall be cut or trimmed in any manner by any persons associated with property unless a written permit from the Public Works Department is first obtained.

- 3.6** The construction-related activities concerning the project shall conform to the following requirements that address potential noise and associated impacts:
- a. The applicant shall prepare a construction mitigation plan to mitigate noise as well as other construction-related impacts. The construction mitigation plan shall address the following areas: 1) site supervision, 2) site access, 3) delivery/haul route and traffic control, 4) material storage, 5) construction parking, 6) work hours, 7) noise reduction, 8) erosion control, 9) dust and mud control, 10) debris cleanup, 11) street sweeping, 12) pedestrian and neighborhood safety, 13) project contact-related signage, and 14) subcontractor education.
 - b. All project construction activities shall only occur on Monday through Saturdays from 7:00 a.m. to 8:00 p.m. only (unless a special construction permit is granted by the City). No construction shall occur on Sundays or legal holidays.
 - c. All construction equipment shall be in proper operating condition and shall be fitted with standard factory noise attenuation features. All equipment shall further be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.
 - d. The applicant and/or his representative(s) shall frequently monitor for and, if detected, remove any and all graffiti on and/or repair damaged or vandalized construction-related fencing and/or related elements as quickly as possible.
- 3.7** At least thirty days prior to the commencement of any project-related grading, the applicant and/or his/her representative(s) shall notify the occupants of all residential and institutional properties that lie within 150 feet of the subject property of the general parameters of the impending grading and construction activities. In addition, the applicant and/or his/her representative(s) shall attempt to address any neighbor complaints to the greatest extent practical and as expeditiously as possible.
- 3.8** A complete exterior lighting plan shall be submitted for review and approval during building plan check. The plan shall illustrate light fixture features, locations, and compliance with applicable City Code provisions on illumination, design, and lighting orientation/glare prevention, and the City's minimum one-foot candle standard. No exterior lighting on the site shall generate any glare onto any adjacent properties. The new lighting fixtures shall be reviewed with the construction plans to further ensure design compatibility with the building architecture.

- 3.9 Locate, identify and provide cross-sectional details of screening material in the construction documents to demonstrate that all new roof, wall, and ground-mounted mechanical equipment, utility equipment, and utility meters are screened from public view.
- 3.10 The installation of any security system that is associated with the use, as addressed under Chapter 8.20 of the Covina Municipal Code, shall first be coordinated with the Covina Police Department. The installation of any security system(s), as discussed under Chapter 8.20 of the Covina Municipal Code, shall be coordinated with the Covina Police Department. Please determine at the earliest possible time whether a security system is to be utilized, as failure to inform Police of security system installation plans may delay building permit issuance relating to the Plan Check process.
- 3.11 **The following are requirements from the Building Division:** After you have successfully completed the Planning Division's plan review process your plans should be ready for submitting to the Building Section for review of State and local Building Code requirements. These are general comments intended to prepare the applicant for a successful and expeditious plan review through the Building Section. Please be prepared to address the following checked items:
- a. Please submit (6) sets of complete plans including any proposed utilities and earthwork; two sets shall be "stamped approved" by the Covina Planning Division and include the Building Section's comments for consultant review. This project must comply with the 2013 California Building Standards and 2013 energy code.
 - b. Two sets each of any structural and energy calculations shall be submitted with the above mentioned plans. All calculations must bear an original signature from the documented author.
 - c. This project must comply with Federal and State Accessibility requirements to and throughout the building. Include compliance methods and structural details on the plans.
 - d. Demolition and renovations activities require an asbestos containing materials (ACM) survey. (SCAQMD RULE 1403) The ACM report shall be prepared by an accredited testing laboratory in accordance with SCAQMD rules and regulations. Proof of notification to the South Coast Air Quality Management District (SCAQMD), Office of Operations, shall be submitted to the Building Division with your permit application for all renovations and demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has been approved by the SCAQMD, a formal demolition plan and permit must be obtained from the Building Division.

SCAQMD Headquarters; 21865 Copley Drive, Diamond Bar, CA,

(909) 396-2381

e. The Los Angeles County Fire Department needs to review your construction plans, to expedite this process you will need to contact one or more of their Regional plan check office(s): Appointments to discuss Fire Department requirements may be made between 7:30 a.m. and 10:30 a.m. Please contact Fire Inspector Jennifer Baron (626) 974-8335 for more information. Regional plan check offices for the Los Angeles County Fire Department:

- i. Glendora Office, Building Plan Review Only
231 W. Mountain View Avenue
Glendora, CA 91740
(626) 963-0067
- ii. Commerce Office, Sprinkler & Alarm Plan Review
5823 Rickenbacker Road
Commerce, CA 90040-3027
(323) 890-4125
- iii. Commerce Office, Land Development / Access
Rickenbacker Road
Commerce, CA 90040-3027
(323) 890-4243

f. Please provide an additional digital copy (pdf preferred) of the building floor plan, elevations, and site plan to be submitted to the LA County Assessor. This copy should be in sufficient detail to allow the assessor to determine the square footage of the building and, in the case of residential buildings, the intended use of each room.

g. For additional information, please contact the LA County Assessor's, Public Service Desk at 888-807-2111.

h. Construction activity within 500 feet of a residential zone is prohibited between the hours of 8:00pm and 7:00am and on Sundays and Holidays unless otherwise permitted by the City.

i. The Building Section plan check process may address additional concerns.

3.12 Engineering Division requirements: Any off-site improvements within the public right-of-way will require a permit from Engineering Division of the Public Works Department.

3.13 Revised Environmental Services Division requirements:

a. Subsequent plan review: \$40 per subsequent submission.

- b. SWPPP: \$600 plus fee for additional review for consultant if requested.
- c. Specific Mitigation Review: \$600 for any project with any of the following:
 - Vehicle or site equipment fueling areas
 - Vehicle or equipment maintenance areas including washing and repair
 - Commercial or industrial waste handling or storage
 - Outdoor handling or storage of hazardous materials
 - Outdoor manufacturing areas
 - Outdoor food handling or processing
 - Outdoor animal care, confinement, or slaughter
- d. Only Athens Services/Covina Disposal, 888-336-6100, is allowed to provide bins and pickup and dispose of trash and recyclables, including all C&D projects. Exception: Project contractor, using his own equipment and staff, can take recyclables to a recycling facility.
- e. Non-Domestic Wastewater Disposal Permit may be required. Please check with Building Section.
- f. OC1A - Complete form, sign, return original, attached copy to field plans.
- g. Grease Interceptor/Clarifier/or Lint Filter will be required.

3.14 The proposed project shall comply with the pertinent requirements of the Los Angeles County Fire Department. Submit a set of development plans that have been stamped approved by the Los Angeles County Fire Department.

3.15 The following are the requirements of the Covina Water Division: the applicant shall meet all associated requirements concerning the new car washing area.

4.0 PRIOR TO THE ISSUANCE OF CERTIFICATES OF OCCUPANCY/FINAL BUILDING PERMITS:

4.1 All building and site improvements along with landscaping and irrigation must be installed in accordance with plans and information on file with the Planning, Building, and Engineering Divisions, and the irrigation systems must be fully operational. Furthermore, all on-site landscaped areas must be maintained free of weeds and debris.

- 4.2 All building, structural, parking, lighting, and landscape improvements shall be constructed, installed, or handled in a good workmanlike manner, consistent with the standard best practices of the subject trades and in a manner acceptable to the City.
- 4.3 All exterior lighting fixtures must be installed in accordance with plans and analyses on file with the Planning and Building Divisions, and the lighting fixtures must be fully operational.
- 4.4 The project site must be clean and free of trash and construction debris, and all construction equipment must be removed from the site.
- 4.5 Any broken, damaged, or blighted features of the property or any building(s) thereon shall be repaired or removed.
- 4.6 The applicant must comply with all of the requirements listed above as well as requirements determined during the Building Plan Check process.
- 4.7 Final occupancy shall not be granted until such time as the applicant has obtained approval from the City Planner who has inspected the premises and the use for compliance with all terms and conditions of this of approval.

- END OF CONDITIONS -

RESOLUTION NO. 2014-017 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF COVINA APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 99-1851 (PCD 99-001 (MODIFICATION #1) TO ADD "AUTOMOBILE RENTAL" AS A PERMITTED USE AND MODIFYING THE SIGN REGULATIONS FOR ONE PROPERTY WITHIN THE SHOPPERS LANE/TERRADO PLAZA PLANNED COMMUNITY DEVELOPMENT AREA.

WHEREAS, California Government Code, Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, "auto rental" is identified as a permitted use in the "C-3 - Commercial Zone" of the City (Covina Municipal Code, Section 17.40.020); and

WHEREAS, any use permitted in the "C-3 - Commercial Zone" of the City is also permitted in the "C-3A - Commercial Zone" of the City (Covina Municipal Code, Section 17.42.020). Therefore, "auto rental" is a permitted use in the "C-3A - Commercial Zone"; and

WHEREAS, there is that certain area of the City known as the "Shoppers Lane/Terrado Plaza Planned Community Development Area" (the "Area") which is zoned "C-3A", but is also currently subject to special planned community development (PCD) zoning regulations under Ordinance 99-1851 (PCD 99-001) (the "PCD Ordinance"); and

WHEREAS, while the Covina Municipal Code would generally permit "auto rental" uses within the Area, this type of use is not explicitly identified as permitted in the PCD Ordinance;

WHEREAS, out of an abundance of caution, City staff is proposing an Ordinance which amends certain sections of the PCD Ordinance in order to explicitly add "auto rental" as a permitted use in order to be consistent with the general "C-3A" zoning; and

WHEREAS, one building within the Area, more commonly known as 728 S. Citrus Avenue (the "Building"), currently has a legal non-conforming freestanding pylon sign adjacent to it that is proposed to be modified and additional signage is proposed on the Building that varies from the Covina Zoning Code and Design Guidelines; and

WHEREAS, the Planning Commission has carefully considered all pertinent testimony and the staff reports presented during a duly noticed public hearing on December 9, 2014.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in the staff reports and this Resolution, the Planning Commission of the City of Covina hereby recommends that the City Council adopt an Ordinance which makes the following amendment(s) to the PCD Ordinance:

Amend paragraph B of subsection 11 of Section 4 of Ordinance 99-1851 (PCD 99-001) to state as follows:

“11. Uses of property in the subject area shall conform with the following:

Permitted Uses:

.....

B. Other:

1. Administrative or professional offices (any offices in which chattels or goods, wares or merchandise are not manufactured or sold).
2. ***Auto rental,***
3. Bank and financial institutions,
4. Bill paying office,
5. Insurance brokers, adjusters and agents,
6. Libraries and reading rooms,
7. Museums,
8. Notary public,
9. Off-street parking,
10. Optometrists,
11. Parking lot, public,
12. Real estate brokers.”

SECTION 2: Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in the staff reports and this Resolution, the Planning Commission of the City of Covina also hereby recommends that the City Council adopt an Ordinance which also makes the following additional amendment(s) to the PCD Ordinance:

Add subsection 12 to Section 4 of Ordinance 99-1851 (PCD 99-001) to state as follows:

“12. Permitted Signage at 728 South Citrus Avenue:

With respect only to the Building located at 728 South Citrus Avenue, (presently occupied by “Enterprise Rent-a-Car”), up to four (4) permanent, principal business-advertising signs may be located thereon, subject to the following standards:

***Sign “A”:* The existing legal non-conforming and freestanding pylon sign along the Building’s west-facing frontage along South Citrus Avenue may be modified, provided that the total new sign copy area shall not exceed fifty (50) square feet.**

Sign "B": A building-mounted sign may be erected above the Building's western entrance facing South Citrus Avenue, provided that the total sign copy area may not exceed 16.5% of the building face area, and the total sign height may not exceed seven (7) feet.

Signs "C-1" and "C-2": Two wall-mounted signs may be erected on the northern and southern sides of the Building (one sign on each building side), provided that the total sign height of either sign may not exceed three (3) feet.

Except as provided herein, all signage within the property covered by this PCD Ordinance shall comply with the provisions of the Covina Municipal Code and Covina Design Guidelines."

SECTION 3: The Planning Commission finds that the above referenced Ordinance is in the public interest and reasonably related to the public welfare because:

A. With respect to the "auto rental" use, it merely makes certain technical and clarifying amendments to the PCD Ordinance so that it conforms to those uses already permitted by the Covina Municipal Code for "C-3A" zoning.

B. With respect to the signage regulations, the Ordinance only makes minor alterations to the existing sign program governing the Area and only affects one building therein (728 S. Citrus Ave.). It does not alter the underlying zoning, the existing layout of buildings, on-site parking, vehicle and pedestrian circulation, or other physical elements of the Area. Therefore, the site remains adequate in size and shape to accommodate the use, as amended by the Ordinance. Further, although the Ordinance may result in additional customer traffic coming to the Area, the impact on traffic will be negligible relative to South Citrus Avenue and Workman Avenue. Both are primary arterial streets serving the Area and will remain adequate in width and pavement to carry the quantity and kind of traffic generated by the proposed uses benefitting from this Ordinance. Lastly, the additional signage would not dominate or detract from the architectural integrity of the Building nor will it face toward any residential or other sensitive uses in the vicinity.

SECTION 4: The Planning Commission also finds that adoption of this Ordinance is consistent with the City of Covina General Plan because:

A. With respect to the "auto rental" use, it merely makes certain technical and clarifying amendments to the PCD Ordinance so that it conforms to those uses already permitted by the Covina Municipal Code for "C-3A" zoning. Overall, this technical amendment to the PCD Ordinance remains consistent with the objectives and policies of each element of the General Plan and does not obstruct their attainment.

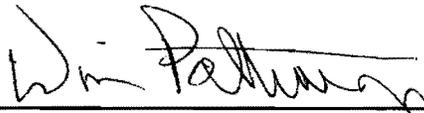
B. With respect to the signage regulations, the Area will continue to conform to the existing "General Commercial" land use designation set forth in the General Plan. Further, the Ordinance fosters the occupancy of vacant tenant spaces within the Area and will

enhance their ability to attract customers along South Citrus Avenue, thereby boosting the economic base of the City. On the other hand, the amendment made by this Ordinance is relatively minor, focused on one building within the Center (728 S. Citrus Ave.) and, therefore, will not result in excessive signage or visual blight which would be contrary to the goals and policies of the Covina General Plan.

SECTION 5: The Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) because the activity, which merely involves making certain technical and clarifying amendments to the PCD Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15060(c)(3) because the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Should specific projects subject to this Ordinance be proposed to the City, appropriate CEQA analysis will be conducted on a project-specific basis.

SECTION 6: The Secretary shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED by the members of the Planning Commission of Covina this 9th day of December, 2014.



CHAIRMAN WIN PATTERSON
CITY OF COVINA PLANNING COMMISSION

ORDINANCE NO. 15-2037

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING ORDINANCE 99-1851 (PCD 99-001) TO ADD "AUTOMOBILE RENTAL" AS A PERMITTED USE AND MODIFYING THE SIGN REGULATIONS FOR ONE PROPERTY WITHIN THE SHOPPERS LANE/TERRADO PLAZA PLANNED COMMUNITY DEVELOPMENT AREA, AND MAKING CERTAIN FINDINGS AND CONDITIONS.

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

SECTION 1. Pursuant to a Council public hearing conducted on February 3, 2015, and processing in the manner set forth by State law and local ordinance, and after recommendation thereon by the Planning Commission after a duly noticed public hearing on December 9, 2014, this modification ("Modification") to Planned Community Development (PCD 99-001) is made for the reasons of public interest, convenience, and necessity.

SECTION 2. The following described real property in the City of Covina, County of Los Angeles, State of California, is hereby subject to the Modification:

Lots 1 through 7 and 20 through 46 of Tract 15166; and Lots 1 through 24 of Tract 19651; and Lots 1 through 9 of Tract 18945, as documented in Official Records in the County of Los Angeles Registrar/Recorder's Office, State of California, also known as the "Shoppers Lane/Terrado Plaza Planned Community Development Area" at 602 – 770 South Citrus Avenue; 750 Terrado Plaza; 112 – 672 Shoppers Lane; and 130 – 186 East Rowland Street (the "Area").

SECTION 3. The proposed Modification amends paragraph B of subsection 11 of Section 4 of Ordinance 99-1851 (PCD 99-001) to state as follows:

"11. Uses of property in the subject area shall conform with the following:

Permitted Uses:

.....

B. Other:

1. Administrative or professional offices (any offices in which chattels or goods, wares or merchandise are not manufactured or sold).
2. *Auto rental,*
3. Bank and financial institutions,
4. Bill paying office,
5. Insurance brokers, adjusters and agents,
6. Libraries and reading rooms,
7. Museums,
8. Notary public,
9. Off-street parking,
10. Optometrists,
11. Parking lot, public,
12. Real estate brokers.”

SECTION 4. The proposed Modification also adds subsection 12 to Section 4 of Ordinance 99-1851 (PCD 99-001) to state as follows:

“12. Permitted Signage at 728 South Citrus Avenue:

With respect only to the Building located at 728 South Citrus Avenue, (presently occupied by “Enterprise Rent-a-Car”), up to four (4) signs may be located thereon, subject to the following standards:

***Sign “A”:* The existing legal non-conforming and freestanding pylon sign along the Building’s west-facing frontage along South Citrus Avenue may be modified, provided that the total new sign copy area shall not exceed fifty (50) square feet.**

***Sign “B”:* A building-mounted sign may be erected above the Building’s western entrance facing South Citrus Avenue, provided that the total sign copy area may not exceed 16.5% of the building face, and the total sign height may not exceed seven (7) feet.**

***Signs “C-1” and “C-2”:* Two wall-mounted signs may be erected on the northern and southern sides of the Building, provided that the total sign height of either sign may not exceed three (3) feet.**

Except as provided herein, all signage within the property covered by this PCD Ordinance shall comply with the provisions of the Covina Municipal Code and Covina Design Guidelines.”

SECTION 5. After giving full consideration to all evidence presented at said hearing, both oral and documentary, reviewing the recommendation of the Planning Commission, and after being fully informed, the City Council hereby finds as follows:

1. The Modification to PCD 99-001 is consistent with the Covina General Plan because:
 - A. With respect to the “auto rental” use, it merely makes certain technical and clarifying amendments to the PCD Ordinance so that it conforms with those uses already permitted by the Covina Municipal Code for “C-3A” zoning. Overall, this technical amendment to the PCD Ordinance remains consistent with the objectives and policies of each element of the General Plan and does not obstruct their attainment.
 - B. With respect to the signage regulations, the Area will continue to conform to the existing “General Commercial” land use designation set forth in the General Plan. Further, the Ordinance fosters the occupancy of vacant tenant spaces within the Area and will enhance their ability to attract customers along South Citrus Avenue, thereby boosting the economic base of the City. On the other hand, the amendment made by this Ordinance is relatively minor, focused on one building within the Center (728 S. Citrus Ave.) and, therefore, will not result in excessive signage or visual blight which would be contrary to the goals and policies of the Covina General Plan.
2. The Modification only makes minor clarifying amendments with respect to “auto rental” use, and alterations to the existing sign program only affect one building within the Area. This Modification does not alter the existing layout of buildings and other structures, on-site parking, vehicle and pedestrian circulation, or other physical elements of the Area. Therefore, the site remains adequate in size and shape to accommodate the use, as amended by this Modification;
3. No additional buildings within the Area are proposed by this Modification. Further, although this Modification may result in additional customer traffic coming to the Area, the impact on traffic will be negligible relative to South Citrus Avenue and Workman Avenue. Both are four-lane primary arterial streets serving the Area and will remain adequate in width and pavement to carry the quantity and kind of traffic generated by the proposed uses benefitting from this Modification;

4. The Modification is relatively minor in the context of the entire Area. With the exception of allowing additional and slightly larger signage on one building within the Area, all signage within the Area must continue to comply with all applicable local ordinances and regulations to minimize its impact on neighboring properties. Further, the additional signage would not dominate or detract from the architectural integrity of the building at 728 S. Citrus Avenue. The additional signage allowed by this Modification will either face westerly into South Citrus Avenue or toward the adjacent commercial parking lots. It will not face toward any residential properties nor toward any other sensitive uses in the vicinity. Therefore, this Modification is not detrimental to the surrounding property or uses permitted in the Area;
5. The additional signage allowed by this Modification will result in a more balanced combination of signage and design on the southerly, western and northerly sides of the building at 728 S. Citrus Avenue. In addition, the change would be consistent with prior direction about signage from the City Council and Planning Commission. Therefore, the Modification is necessary to protect the public peace, health, and safety.

SECTION 6. In considering this application, the City Council affirms the determination of the Planning Commission that this Modification is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) because the activity, which merely involves making certain technical and clarifying amendments to the PCD Ordinance, will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15060(c)(3) because the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Should specific projects subject to this Ordinance be proposed to the City, appropriate CEQA analysis will be conducted on a project-specific basis.

SECTION 7. The Modification to PCD 99-001, as set forth in Sections 3 and 4 above, is hereby granted, subject to the following conditions of approval which are deemed necessary to protect the public health, safety, and general welfare of the community:

(Conditions of Approval attached behind this Ordinance)

SECTION 8. 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 AND APPROVED on this 3rd day of February, 2015.

PEGGY DELACH, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 21st day of January 2015, by and between the CITY OF COVINA (“City”), a California City, and Andrea Miller (“Miller”), an individual.

RECITALS

WHEREAS, the City Council desires to: (1) secure and retain the services of Miller; (2) have Miller perform all the regular functions of the City Manager position as specified in the City’s Municipal Code; (3) provide inducement to Miller to maintain such employment; and (4) establish the terms and conditions of Miller’s services to the City pursuant to this agreement;

WHEREAS, Miller has the required skills and expertise to fulfill such position and desires to accept employment from the City;

NOW THEREFORE, in consideration of the mutual covenants contained herein, including the Recitals which are made a part hereof, City and Miller hereby agree as follows:

AGREEMENT

1. Employment:

The City hereby employs Miller as the City Manager of the City, and Miller hereby accepts that employment effective February 20, 2015. Miller’s actual start date will be March 2, 2015, when she will begin earning pay and benefits.

2. Duties:

Miller shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a general law city in California, and as set forth in Section 2.08 of the City’s Municipal Code. Miller shall perform such other legally permissible and proper duties and functions consistent with the office of the City Manager as the City Council shall from time to time assign.

3. Term:

A. The term of Miller’s employment as City Manager shall be for an indefinite term pursuant to Section 2.08.070 of the City’s Municipal Code.

B. Miller acknowledges that she is an at-will employee. Except as set forth in Paragraph 3.C., the City Council may remove Miller as City Manager at any time by a majority vote. Miller shall have no right to appeal a decision by the City Council to remove her as City Manager.

C. Miller may not be removed as City Manager during the ninety (90) calendar days following any general municipal election held in the City in which one or more members of the City Council are elected.

D. Miller may resign from her employment as City Manager at any time during the term of this Agreement upon giving thirty (30) days written notice to the City Council.

4. Devotion to City Business:

A. Miller's position as City Manager is considered a full-time position. Miller shall focus her professional time, ability, and attention on City business during the term of this Agreement. Miller shall not spend significant time in any other non-employer connected business activities without prior approval from the City Council.

B. Miller shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict of interest with the City or that otherwise might interfere with the business or operation of the City or the satisfactory performance of Miller's duties as City Manager.

5. Salary:

A. City agrees to pay Miller for services rendered, beginning with an annual base salary of Two Hundred Five Thousand and Five Hundred Dollars (\$205,500.00). Said amount shall be payable in at the same time and in the same manner as other employees of the City are paid. Miller's base salary may be adjusted upward at any time in the sole discretion of the City Council.

B. The City Council shall evaluate Miller's performance during the month of February or March of each calendar year. Following the completion of the evaluation, the City Council may in its sole discretion grant Miller a performance bonus.

Following the completion of the evaluation, the City Council may in its sole discretion grant Miller a performance bonus in any amount from Zero Dollars (\$0) to a maximum of Fifteen Thousand Dollars (\$15,000) or any sum in between.

C. Any adjustment to Miller's salary does not require an amendment to this Agreement to be effective, but rather may be established by resolution of the City Council and set forth in a publically available salary schedule.

6. Retirement:

A. City agrees to maintain Miller's enrollment as a classic member of the Public Employees Retirement System (PERS) in the PERS plan selected by City in its sole discretion. Miller shall make contributions to PERS in the amounts described in the 2013 Executive Compensation Rules, including any revisions thereto, or successor rules which may be adopted from time to time by the City Council.

B. The City will contribute One Thousand Dollars (\$1,000) each month to Miller's deferred compensation plan, also known as a 457 Plan. The City also agrees that it will continue to administer a 457 plan in which Miller may participate during her employment with the City.

7. Health and Medical Benefits Insurance:

City shall provide Miller with the same health and medical benefits plan or plans which are provided to other City executive employees under the 2013 Executive Compensation Rules, including any revisions thereto, or successor rules which may be adopted from time to time by the City Council.

8. Leaves:

Miller shall receive vacation, holiday, and sick leave according to the terms of the 2013 Executive Compensation Rules, including any revisions thereto, or successor rules which may be adopted from time to time by the City Council. Miller shall be credited with one (1) week of sick leave, 72 hours of administrative leave, and two (2) weeks of vacation immediately upon her start date.

9. Miscellaneous Benefits and Insurances:

In addition to the compensation and benefits set forth herein, Miller shall be entitled to all other non-salary benefits and insurances set forth in the 2013 Executive Compensation Rules, including any revisions thereto, or successor rules which may be

adopted from time to time by the City Council, unless any such benefits and/or insurances are or become prohibited by law.

10. Equipment:

A. Miller shall be provided with appropriate technology, which is necessary to conduct City business, at City expense. If Miller elects to use her personal cell phone to conduct City business, then she shall be reimbursed for the expenses associated with her City business use of the phone subject to appropriate IRS reporting requirements. The City agrees that Miller may request City staff to provide necessary maintenance and repairs to personal devices that Miller uses to conduct City business, e.g. cell phones and laptop computers.

B. Miller will receive an automobile allowance of six hundred dollars and zero cents (\$600) to be used for leasing/purchasing, maintaining and/or insuring a personal vehicle which Miller may use from time to time in conducting City business. Miller shall maintain all statutorily required liability insurance thereon and is responsible for all expenses incurred in connection with the vehicle, including maintenance, operating, insurance, and repair expenses, including those which may exceed the monthly automobile allowance provided for herein.

11. Professional and City Business Expenses:

A. City agrees to pay the professional dues and subscriptions which are necessary for Miller's continuation or full participation in regional, state, or local associations and organizations necessary and desirable for Miller's continued professional participation, growth and advancement, or for the good of the City in an amount up to \$3000 per year. Furthermore, the City shall budget and pay for the professional dues and subscriptions to such additional organizations as may be approved by the City Council.

B. City agrees to pay the travel and subsistence expenses of Miller for official travel, meetings, and occasions reasonably adequate to continue the professional development of Miller, and for Miller's reasonable pursuit of necessary official and other functions for the City including, but not limited to, regional, state, and local conferences, governmental groups, and committees upon which Miller serves as a member.

Notwithstanding the above, the number of conferences or meetings the City will pay for

each year and attendance at out-of-state conferences and meetings shall be at the discretion of the City Council as set forth in the City's budget.

12. Taxes:

Miller shall be responsible for her federal, state, local, or other taxes resulting from any compensation or benefits provided to her by the City. The City shall withhold from any compensation or benefits provided under this Agreement all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling. The City shall not be liable (except in cases of City errors or omissions) for any state or federal tax consequences to Miller or to any designated beneficiary hereunder, the heirs, administrators, executors, successors, and assigns of Miller. Miller shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the City harmless from such tax consequences.

13. Work Product:

All data, studies, reports, and any other documents prepared by Miller while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitations on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Miller in connection with the performance of this Agreement shall be held confidential by written consent of the City Council, and shall not be used by Miller for any purposes other than the performance of her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

14. Severance Compensation in the Event Miller is Removed as City Manager:

In the event the City Council removes Miller as City Manager, Miller shall be entitled to severance pay in an amount equal to six (6) months of her monthly base salary on the effective date of her removal to be paid in one lump sum subject to statutorily mandated tax withholdings.

15. Conflicts of Interest:

A. During the term of this Agreement, Miller shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of Miller's duties under this Agreement. Miller shall comply with all requirements of law, including, but not limited to, Section 87100 *et seq.*, Section 1090, and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on Miller to seek to legal advice concerning whether such conflict exists and Miller's obligations arising therefrom.

B. Miller is responsible for submitting to the Fair Political Practices Commission the appropriate Conflict of Interest Statements within thirty (30) days of appointment, annually thereafter, and at the time of separation from the position.

16. Reimbursement to City:

Notwithstanding anything to the contrary in this Agreement, if Miller is convicted of a crime involving an abuse of her office or position, Miller shall fully reimburse the City as follows:

A. For any paid leave salary provided by the City pending an investigation. (See Government Code section 53243).

B. For any funds provided by the City for the legal criminal defense of Miller. (See Government Code section 53243.1).

C. For any cash settlement provided by the City related to the termination of Miller's employment. (See Government Code section 53243.2).

D. For purposes of this Section, "abuse of office or position" means either of the following:

(i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. See Government Code section 53243.4(a).

(ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code. See Government Code section 53243.4(b).

17. Surety Bond:

Pursuant to Covina Municipal Code section 2.08.030, Miller may be required to secure a corporate surety bond to be approved by the City Council, in such sum as may be determined by the City Council, conditioned on the faithful performance of the duties imposed on the City Manager by Chapter 2.08 of the Covina Municipal Code. The fee for such bond shall be paid by the City.

18. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the parties as set forth below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

CITY: City of Covina
 Attention: Mayor
 125 E. College Street
 Covina, CA 91723-2199

MILLER: Andrea Miller
 125 E. College Street
 Covina, CA 91723-2199

19. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Miller by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement or promise not contained in this Agreement shall be valid or binding upon either party.

24. Indemnification:

Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or nolo contendere for a crime involving moral turpitude, City agrees that it shall defend, hold harmless and indemnify Miller from any and all demands, claims, suits, actions, and legal proceedings, to the maximum extent permitted by law, brought against Miller in her individual capacity for acts arising out of or omissions in the scope of her employment or as agent and employee of City. If a conflict in good faith arises with regard to defense of claims between the legal position of Miller and that of City, Miller may engage her own legal counsel, in which event City shall indemnify Miller, including direct payment of all such reasonable costs related thereto.

This Agreement is entered into this _____ day of January, 2015.

CITY OF COVINA

By: _____
Mayor Peggy Delach

Andrea Miller

Attest:

Mary Lou Walczak, City Clerk

Approved as to form:

J. Scott Tiedemann, Attorney