



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

Mayor Kevin Stapleton – Mayor Pro Tem Walt Allen, III  
Council Members Peggy Delach – John King – Bob Low

REGULAR MEETING AGENDA

125 E. College Street, Covina, California

Council Chamber of City Hall

**Tuesday, April 17, 2012**

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 counter 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 may be posted on the City's website at [www.covinaca.gov](http://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 Deputy City Clerk of the Covina City Council hereby declares that the agenda for the **April 17, 2012** meeting was posted on **April 12, 2012** 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.

*April 17, 2012*

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

**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. §54957.6 – CONFERENCE WITH LABOR NEGOTIATORS  
Agency representative: Anthony Arroyo, Human Resources Director  
Employee Organizations: A.F.S.C.M.E. – American Federation of State, County & Municipal Employees  
P.A.C. – Police Association of Covina  
P.M.G. – Police Management Group  
Executive Group  
Unaffiliated Employees
- B. G.C. §54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – Existing Litigation  
Case name: City of Covina v. Hassen Imports Partnership  
Case Number: KC 062804, Los Angeles Superior Court

**RECESS/RECONVENE**

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

## **CALL TO ORDER**

## **ROLL CALL**

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

## **PLEDGE OF ALLEGIANCE**

Led by Council Member King

## **INVOCATION**

Led by Covina Police Chaplain David Truax

## **PRESENTATIONS**

- Recognition of Domestic Violence Prevention Month
- Recognition - Pinwheel for Prevention
- Recognition to the World Book Night U.S. Givers

## **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 City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing 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/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing 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 receive and file the water utility billing and automated meter reading projects quarterly status update.

- CC 2. City Council to receive and file the Public Works Department monthly activity report.
- CC 3. City Council to receive and file the annual report of the Covina Public Financing Authority.
- CC 4. City Council to approve payment of demands in the amount of \$3,701,943.50.
- CC 5. City Council to confirm the schedule of the Mayor's Councilmanic Appointments; and to adopt **Resolution No. 12-7068**, appointing the City's representative and alternate to act on the City Selection Committee.
- CC 6. City Council to approve a letter of engagement with Macias Gini O'Connell, LLP, for audit services for fiscal year 2011-2012.
- CC 7. City Council to approve the Community Development Block Grant (CDBG) 2011-2012 funding allocation through the Special Economic Development Program for SVT Properties, Inc., doing business as, "Stella dog," also known as "Stella," located at 325 N. Citrus Avenue, Covina.
- CC 8. Successor Agency to the Covina Redevelopment Agency to approve payment of demands in the amount of \$12,060.85.

### **PUBLIC HEARING**

- PH 1. City Council to hold a public hearing to consider adopting an Interim Urgency Ordinance to extend Interim Urgency Ordinance No. 12-2006 for an additional 10 months and 15 days and continue for this period the moratorium on the issuance or approval of licenses or permits for development of new smokeshops or tobacco stores.

#### Staff Recommendation:

- 1) City Council to open the hearing and consider public testimony;
- 2) City Council to consider adopting **Interim Urgency Ordinance No. 12-2007**, extending Interim Urgency Ordinance No. 12-2006 and thereby extending the moratorium on the licensing or permitting of new smokeshops and tobacco stores for a period of 10 months and 15 days; and
- 3) City Council to direct staff to continue studying the possible revisions to the City's Municipal Code to address smokeshops and tobacco stores.

### **NEW BUSINESS**

- NB 1. City Council to consider adoption of Resolutions amending fiscal year 2011-2012 Police Department budget to reflect acceptance and appropriation of grant funding to purchase portable radios.

#### Staff Recommendation:

- 1) City Council to adopt **Resolution No. 12-7066**, to accept reprogrammed grant funding from the California Emergency Management Agency (CalEMA) 2008 Homeland Security Grant Program (SHSGP) for the purchase of UHF portable radios; and

- 2) City Council to adopt **Resolution No. 12-7067**, to reflect an appropriation to the fiscal year 2011-2012 Police Department budget for the purchase of portable radios.

**NB 2.** City Council to authorize the application for Supportive Housing Program (SHP) grant through the Los Angeles Homeless Services Authority (LAHSA) for supportive services and operation of the McGill House in fiscal year 2012-2013.

Staff Recommendation:

*If the City Council determines that general funds will not be used for SHP match:*

- a) Do not proceed with the fiscal year 2012-2013 Supporting Housing Program grant application and advise LAHSA that the transitional housing program is closing as of June 30, 2012; or
- b) Direct staff to continue discussions with Supervisor Antonovich's office on alternative matching funds.

*If the City Council determines that general funds will be used for SPH match:*

- a) Proceed with the fiscal year 2012-2013 Supportive Housing Program grant application and adopt City **Resolution No. 12-7064** of the City of Covina authorizing application for funds through the Los Angeles Continuum of Care 2011 SuperNOFA; and
- b) Adopt **Successor Agency to the Covina Redevelopment Agency Resolution No. 12-003**, supporting said application; and
- c) Adopt **Housing Authority Resolution No. 12-003**, supporting said application.

**CONTINUED BUSINESS**

**CB 1.** City Council to consider adoption of a Resolution of Necessity, **Resolution No. 12-7060**, confirming and ratifying the City Council's October 18, 2011 adoption of a Resolution of Necessity for the acquisition of a fee interest in certain real property located at 155 E. San Bernardino Road (Assessor Parcel Number 8430-024-012) by eminent domain for the purpose of developing and maintaining a parking lot for use by the Covina Police Department and County Fire Department.

Staff Recommendation:

- 1) City Council to remove from the calendar and continue indefinitely the adoption of **Resolution No. 12-7060**.

**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, **Tuesday, May 1, 2012** at 6:30 p.m. for closed session and at 7:30 p.m. for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** CC 1

**STAFF SOURCE:** Steve Henley, Director of Public Works  
Kalieh Honish, Assistant Director of Public Works

**ITEM TITLE:** Water Utility Billing and Automated Meter Reading Projects Quarterly Status Update

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**STAFF RECOMMENDATION**

Receive and file the Water Utility Billing and Automated Meter Reading Projects Quarterly Status Update.

**FISCAL IMPACT**

This is an informational status report only and carries no fiscal impact.

**BACKGROUND**

At its regular meeting of January 18, 2011, the City Council directed staff to provide regular status updates on the on-going implementation of the Water Utility's new billing system and automated meter reading system. The following is key performance information for both projects for the second quarter of the current fiscal year:

**Utility Billing System**

	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>
<b>Total Call Center Calls Received</b>	1,376	1,868	1,641
<b>Abandoned Call Rate</b>	6.42%	7.0%	8.0%
<b>% Answered &lt;60 seconds</b>	72.24%	78.41%	72%
<b>Average Wait Time</b>	1 min. 14 sec.	42 sec.	34 sec.
<b>Total Payments</b>	8,147	7,641	7,999
<b># of Payments by Credit Card</b>	1,168	1,134	1,167
<b>Total Number of Bills Mailed</b>	8,445	7,641	8,348
<b>% in 25-35 Day Read Window</b>	100%	100%	100%



**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** CC 2

**STAFF SOURCE:** Steve Henley, Director of Public Works  
Kalieh Honish, Assistant Director of Public Works  
Paul Hertz, Public Works Superintendent

**ITEM TITLE:** Public Works Department Monthly Activity Report

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**STAFF RECOMMENDATION:**

Receive and file the Public Works Department Monthly Activity Report

**FISCAL IMPACT:**

This report is informational only and has no budgetary impact.

**BACKGROUND:**

Attached for the City Council's review and information are the Public Works Department's Monthly Activity Report for March.

In conjunction with the implementation of a revised Zone Maintenance Program in 2007, the Department implemented a renewed focus on Key Performance Indexing (KPI). KPI is a useful tool for developing a measurement system of organizational effectiveness by identifying activities important to the community and tracking their output over time.

During March, the following trends were noted:

- The Transportation section continues to see a significant rise in the number of Metrolink Monthly Permits sold. This can be attributed to the increase in gas and fuel prices that occurred throughout the month as more people chose to ride the train for their commuting purposes.
- The Street Division experienced a strong month with numbers generally high in most areas. With the transition into Spring, crews focused on specific zone maintenance tasks resulting in an increase of production numbers. Furthermore, March saw several significant rain storms that required crews to repair and fill numerous potholes City wide.
- The Water Division's maintenance crews were busy with their Isolation Valve Turning program. Numbers in this area increased by 50% compared to last month.
- All other current KPI's in the remaining Public Works areas were noted to be on par with their service levels.



**CITY OF COVINA  
PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT  
MARCH 2012**

<b>DIVISION</b>	<b>ACTIVITY</b>	<b>QUANTITY</b>
<b>Water Utility</b>	Meter replacements	1
	Consumer responses	486
	Backflow tests	1
	Flushed blow-offs	18
	Service line repair/replace	7
	Main line repair/replace	3
	Fire hydrants maintained	4
	Isolation valves exercised	42
	Dig alert responses	28
	Emergency call outs	3
<b>Equipment Maintenance</b>	Preventative Maintenance service	62
	Safety inspections	62
	Daily demand repairs	95
	Tire repairs	12
	Major repairs over \$1000	6
	Emergency call outs	15
<b>Street Maintenance</b>	Traffic sign remove/replace/install	18
	Potholes repaired	333
	Grind sidewalk	10
	Ramp sidewalk	15
	Curb painted (LF)	17,231
	Illegally dumped items picked up (LBS.)	7,500
	Utility cuts repaired	1
	Trees trimmed	77
	Trees removed	5
	Emergency call outs	4
<b>Environmental Services</b>	Used oil containers distributed	2
	Compost bins distributed	1
	NPDES violations investigated	1
	NPDES Permit Inspections	0
	Waste management consumer contacts	0
	Industrial Waste Permit Inspections	0
	Plans checked for environmental compliance	15
	Environmental legislation & regulations reviewed	27
	Special Waste collection events promoted	1
<b>Engineering</b>	Permits issued	23
	Inspections conducted	35
	Complaint responses	1
	Jobsite meetings	3
	Plan checks conducted	23
	Document research requests	8
	Value of plans prepared	0
<b>Building Maintenance</b>	Service requests completed	15
	Facility heat/air conditioning repairs	1
	Facility lighting/electrical repairs	2
	Emergency call outs	0

**CITY OF COVINA  
PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT  
MARCH 2012**

<b>DIVISION</b>	<b>ACTIVITY</b>	<b>QUANTITY</b>
<b>Transportation</b>	Bus passes sold	65
	Covina Transit total passengers	2,103
	Covina Transit on time performance	99.48%
	Covina Transit passengers per rev hr	3.14
	Metrolink monthly permits sold	833
	Metrolink machine revenue	\$2,773.00
	Municipal Lots monthly permits sold	\$138
<b>Code Enforcement</b>	Number of Inspections	1,321
	Number of signs pulled from public right-of-way	224
	Number of resolved cases	101
	Number of open cases	562
	Industrial waste cases open	87
	Liens filed	5
	Liens released	0
	Total homes in foreclosure	215
	Foreclosed homes registered	15
	Trash Can violations	12
<b>Building &amp; Safety</b>	Pre/Post permit counter visits	227
	Pre/Post Activity (hours)	34.05
	Permits issued	98
	Inspections conducted	519
	Plan checks conducted	41
	Permit valuation	\$874,441
<b>Sewer Maintenance</b>	Manholes inspected	65
	Linear feet of main cleaned	82,641
	Hot-spot locations cleaned	33
	Sewer overflow responses	0
	Manholes treated for vermin infestation	40
	Manholes treated for rodent infestation	18
	Routine pump station checks	31
<b>Special Activities of Note</b>	New Equipment check in (portable emergency gen.)	1
	Slot gutters cleaned	136
	Painting projects completed at City Hall	4
	Shopping carts picked up from public right-of-way	105

**COVINA PUBLIC FINANCING AUTHORITY  
AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** CC 3

**STAFF SOURCE:** Dilu de Alwis, Finance Director *DA*

**ITEM TITLE:** Annual Report of the Covina Public Financing Authority.

**STAFF RECOMMENDATION**

Staff recommends receive and file of this annual report for the Covina Public Financing Authority.

**FISCAL IMPACT**

No fiscal impact.

**BACKGROUND**

On March 5, 1991 the City Council approved a Joint Exercise of Powers Agreement with the Covina Redevelopment Agency for the formation of a Public Financing Authority (CPFA). As part of this formation, Resolution 91-1 was approved requiring an update to the Authority on an annual basis.

The detail of the CPFA activity as of March 31<sup>st</sup> is as follows:

	Original Issue Amount	Principal Outstanding at 3/31/12
2002 REVENUE BONDS	\$ 10,262,262	\$ 7,477,262
1997 REVENUE BONDS	8,345,000	4,030,000
2009 WASTEWATER REVENUE BONDS	15,750,000	15,500,000
2010 WATER REVENUE BONDS	15,000,000	14,575,000
<b>TOTAL</b>	<b>\$ 49,357,262</b>	<b>\$ 41,582,262</b>

**EXHIBITS:**

None

<b>REVIEW TEAM ONLY</b>	
City Attorney: <u><i>T-A J-i</i></u>	Finance Director: <u><i>DA</i></u>
City Manager: <u><i>φ</i></u>	Other: _____



## CITY OF COVINA

## Check Register

FEBRUARY 2012

Check #	Check Date	Vendor	Name	Amount
2309	02/02/2012	2	10-8 RETROFIT	\$130.00
2310	02/02/2012	3	12 MILES OUT.CO	\$1,200.00
2311	02/02/2012	26	ABSOLUTE SECURI	\$5,595.20
2312	02/02/2012	68	AFLAC ACCT# YQ7	\$3,635.97
2313	02/02/2012	68	AFLAC ACCT# YQ7	\$28.00
2314	02/02/2012	69	AFSCME	\$920.00
2315	02/02/2012	73	AGGERS, MICHAEL	\$1,416.00
2316	02/02/2012	111	ALL AMERICAN AS	\$147.43
2317	02/02/2012	113	ALL CITY MANAGE	\$3,233.04
2318	02/02/2012	140	ALVAREZ, DANIEL	\$234.60
2319	02/02/2012	179	AN-WIL BAG CO	\$239.00
2320	02/02/2012	165	ANDERSON, ALLEN	\$1,567.44
2321	02/02/2012	166	ANDERSON, PATRI	\$1,416.00
2322	02/02/2012	219	AT&T	\$357.18
2323	02/02/2012	219	AT&T	\$72.29
2324	02/02/2012	220	AT&T LONG DISTA	\$8.78
2325	02/02/2012	254	AZUSA LIGHT & W	\$1,039.88
2326	02/02/2012	269	BAKER AND TAYLO	\$202.84
2327	02/02/2012	289	BARKER, BEN	\$3,389.70
2328	02/02/2012	330	BENNINGTON, WIL	\$102.00
2329	02/02/2012	332	BERGENER, WALTE	\$93.60
2330	02/02/2012	341	BEST BEST & KRI	\$68,643.12
2331	02/02/2012	360	BLADES, STEVEN	\$1,416.00
2332	02/02/2012	362	BLAKE PAPER CO	\$167.18
2333	02/02/2012	379	BONNELL, EVELYN	\$234.60
2334	02/02/2012	390	BOWMAN, CLAUDE	\$234.60
2335	02/02/2012	405	BRINEGAR, ROBER	\$234.60
2336	02/02/2012	410	BRITZ, IRENE	\$234.60
2337	02/02/2012	415	BROWN, ELAINE	\$234.60
2338	02/02/2012	416	BROWN, JULIE C	\$93.60
2339	02/02/2012	418	BROWNE, ROBERT	\$1,567.44
2340	02/02/2012	421	BROWNING, BETTY	\$234.60
2341	02/02/2012	422	BRUBAKER, JERRY	\$234.60
2342	02/02/2012	427	BUCHANAN, PATRI	\$2,040.00
2343	02/02/2012	436	BURHENN & GEST	\$6,900.46
2344	02/02/2012	464	CAGLE, MARY	\$93.60
2345	02/02/2012	487	CalPERS	\$58,083.50
2346	02/02/2012	529	CAREW, CAROL AN	\$102.00
2347	02/02/2012	543	Carter, Alan	\$257.80
2348	02/02/2012	565	CASTRO, VIVIAN	\$29.00
2349	02/02/2012	569	CATANIA, MARY E	\$234.60
2350	02/02/2012	572	CATHOLIC CHARIT	\$5,861.97
2351	02/02/2012	591	CELLIAN, MARY	\$234.60

CITY OF COVINA  
Check Register  
FEBRUARY 2012

2352	02/02/2012	649 CINTAS CORP #69	\$155.78
2353	02/02/2012	654 CITRUS CAR WASH	\$90.00
2354	02/02/2012	657 CITRUS VALLEY H	\$52.35
2355	02/02/2012	670 CLARK, HUBERT	\$1,416.00
2356	02/02/2012	673 CLARK, RONNIE	\$1,416.00
2357	02/02/2012	682 CLINICAL LAB OF	\$420.00
2358	02/02/2012	689 COAKLEY, RAYMON	\$234.60
2359	02/02/2012	691 COCA COLA BOTTL	\$449.52
2360	02/02/2012	720 COMPUTER SERVIC	\$15,386.93
2361	02/02/2012	742 CORDER, MARK C	\$1,650.00
2362	02/02/2012	746 CORRPRO WATERWO	\$2,225.00
2363	02/02/2012	766 COVINA DISPOSAL	\$714.85
2364	02/02/2012	766 COVINA DISPOSAL	\$14,916.58
2365	02/02/2012	775 COVINA POLICE A	\$4,210.00
2366	02/02/2012	777 COVINA RENTS	\$304.50
2367	02/02/2012	783 COVINA WATER &	\$357.86
2368	02/02/2012	788 COVINA, CITY OF	\$283.96
2369	02/02/2012	788 COVINA, CITY OF	\$80,608.35
2370	02/02/2012	789 COVINA-FSA, CIT	\$1,770.00
2371	02/02/2012	819 CSAC-EIA	\$4,359.13
2372	02/02/2012	819 CSAC-EIA	\$1,545.86
2373	02/02/2012	849 DAPEER ROSENBLI	\$78.49
2374	02/02/2012	878 DELTA DENTAL OF	\$6,896.50
2375	02/02/2012	889 DESILVA, ANURA	\$2,500.00
2376	02/02/2012	892 DEWHIRST, DEL	\$234.60
2377	02/02/2012	3164 DIVERSIFIED PAR	\$30,752.90
2378	02/02/2012	938 DOWDY, WAYNE	\$234.60
2379	02/02/2012	945 DUKE, WILMA	\$102.00
2380	02/02/2012	970 EDISON CO	\$29,150.28
2381	02/02/2012	1020 ESTRADA, EDWARD	\$234.60
2382	02/02/2012	1040 FAIRMONT HOTEL	\$389.32
2383	02/02/2012	1072 FISHER, MARGARE	\$93.60
2384	02/02/2012	1101 FOURZAN, SERGIO	\$234.60
2385	02/02/2012	1112 FRANKLIN-VALDEZ	\$1,416.00
2386	02/02/2012	1123 FRIZE, PAT	\$234.60
2387	02/02/2012	1134 GALE CENGAGE LE	\$805.86
2388	02/02/2012	1137 GALLIVAN, KAREN	\$1,416.00
2389	02/02/2012	1139 GALLON, JOHN DA	\$1,416.00
2390	02/02/2012	1156 GAS COMPANY, TH	\$1,186.39
2391	02/02/2012	1156 GAS COMPANY, TH	\$722.11
2392	02/02/2012	1159 GATTONE, DONALD	\$234.60
2393	02/02/2012	3300 General Petrole	\$989.65
2394	02/02/2012	1186 GILMAN, ROBERT	\$1,416.00
2395	02/02/2012	1201 GOETZ, MARCIA D	\$1,416.00

CITY OF COVINA  
Check Register  
FEBRUARY 2012

2396	02/02/2012	1203 GOLDEN STATE OV	\$51.45
2397	02/02/2012	1223 GOODMAN, GLEN	\$93.60
2398	02/02/2012	1225 GOODWIN, PAUL	\$234.60
2399	02/02/2012	1235 GRAINGER	\$441.29
2400	02/02/2012	1236 GRAMMATIKAS, DO	\$234.60
2401	02/02/2012	1247 GREAT WEST LIFE	\$4,093.50
2402	02/02/2012	1250 GREENER, CHARLE	\$102.00
2403	02/02/2012	1257 GROSS, RUTH	\$234.60
2404	02/02/2012	1283 HALSTED, MARILY	\$1,416.00
2405	02/02/2012	3251 HANSON INVESTIG	\$2,750.30
2406	02/02/2012	1292 HANSON, ALLISON	\$1,416.00
2407	02/02/2012	1296 HARO, DAVID	\$234.60
2408	02/02/2012	1301 HARRIS, KENNETH	\$1,416.00
2409	02/02/2012	1307 HARTFORD LIFE I	\$9.69
2410	02/02/2012	1309 HARVEY, ANDREW	\$1,650.00
2411	02/02/2012	1310 HASEMEYER, CLYD	\$102.00
2412	02/02/2012	1364 HOME DEPOT	\$505.96
2413	02/02/2012	3200 HOME PERFORMANC	\$6,000.00
2414	02/02/2012	1366 HONISH, KALIEH	\$718.14
2415	02/02/2012	1371 HOSE MAN INC, T	\$69.74
2416	02/02/2012	1372 HOSTETLER, DARR	\$234.60
2417	02/02/2012	1378 HOWELL, CLAUDE	\$331.50
2418	02/02/2012	1389 HUNTINGTON COUR	\$640.50
2419	02/02/2012	1394 HYDRO CONNECTIO	\$1,038.00
2420	02/02/2012	1405 ICMA RETIREMENT	\$6,027.41
2421	02/02/2012	1405 ICMA RETIREMENT	\$845.47
2422	02/02/2012	1428 INGRAM DIST GRO	\$185.68
2423	02/02/2012	3280 INTERNAL REVENU	\$200.00
2424	02/02/2012	1455 IVY, RICHARD	\$1,416.00
2425	02/02/2012	1463 J.G. TUCKER AND	\$91.30
2426	02/02/2012	1469 JACOBS, DANIEL	\$1,416.00
2427	02/02/2012	1485 JENNINGS, ERMON	\$234.60
2428	02/02/2012	1510 JOHNSON, PAUL D	\$1,416.00
2429	02/02/2012	1519 JONES, RITA	\$234.60
2430	02/02/2012	1522 JORDAN, RICHARD	\$102.00
2431	02/02/2012	1536 KAVANAGH, JOHN	\$5,323.56
2432	02/02/2012	1541 KEEN, WILLIAM	\$93.60
2433	02/02/2012	1549 KEMP, BOBBI	\$1,416.00
2434	02/02/2012	1555 KEOHEN, WILLIAM	\$1,416.00
2435	02/02/2012	1561 KEYSTONE UNIFOR	\$239.25
2436	02/02/2012	1570 KIMBALL, MARILY	\$234.60
2437	02/02/2012	1577 KLINGELBERG, KE	\$234.60
2438	02/02/2012	1592 KREBS, ROBERT L	\$234.60
2439	02/02/2012	1612 LA CNTY DEPT OF	\$2,099.68

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2440	02/02/2012	1620 LA CNTY TAX COL	\$887.00
2441	02/02/2012	1641 LAMUNYON, STEVE	\$2,728.38
2442	02/02/2012	1645 LANGHAM, MARJOR	\$234.60
2443	02/02/2012	1685 LENTZ, JOHN	\$102.00
2444	02/02/2012	1687 LEO, RACHEL LOU	\$1,650.00
2445	02/02/2012	1689 LETOURNEAU, RAY	\$93.60
2446	02/02/2012	1694 LEWIS ENGRAVING	\$159.86
2447	02/02/2012	3294 Leyva, Patricia	\$150.00
2448	02/02/2012	1707 LIEBERT CASSIDY	\$6,126.00
2449	02/02/2012	1781 MAGAN, PAUL	\$93.60
2450	02/02/2012	1790 MANGIAPANE, JAM	\$1,416.00
2451	02/02/2012	1791 MANNERS, NANCY	\$234.60
2452	02/02/2012	1806 MARQUEZ, MICHAEL	\$102.00
2453	02/02/2012	1812 MARTEENY-HAUS,	\$1,416.00
2454	02/02/2012	1839 MC GUIRE, ANNE	\$102.00
2455	02/02/2012	1840 MC KEE, RONALD	\$1,567.44
2456	02/02/2012	1842 MCAFEE, GENE	\$234.60
2457	02/02/2012	1895 MERRIMAC ENERGY	\$30,895.87
2458	02/02/2012	1897 MESSINEO, JACQU	\$1,416.00
2459	02/02/2012	1918 MILES, DAVID L.	\$1,567.44
2460	02/02/2012	1933 MISSION LINEN S	\$245.40
2461	02/02/2012	1935 MITCHELL, C JOA	\$102.00
2462	02/02/2012	1936 MITCHELL, HAROL	\$234.60
2463	02/02/2012	3256 MULTI W SYSTEMS	\$5,163.13
2464	02/02/2012	2012 MURPHY, JAMES	\$234.60
2465	02/02/2012	2013 MURRAY, DENNIS	\$93.60
2466	02/02/2012	3531 National Traini	\$554.00
2467	02/02/2012	2033 NATIONWIDE RETI	\$2,267.50
2468	02/02/2012	2051 NELSON, WILLIAM	\$141.60
2469	02/02/2012	2078 NORMANS NURSERY	\$1,484.44
2470	02/02/2012	2096 OBLONSKY, JERRY	\$102.00
2471	02/02/2012	2104 OFFICE DEPOT	\$3,620.96
2472	02/02/2012	2104 OFFICE DEPOT	\$136.33
2473	02/02/2012	2113 OLIVE, ROBERT J	\$234.60
2474	02/02/2012	99999 ONE TIME PAY	\$233.56
2475	02/02/2012	99999 ONE TIME PAY	\$6,000.00
2476	02/02/2012	2146 OSBORN, MICHAEL	\$1,416.00
2477	02/02/2012	2163 PACIFIC PARKING	\$3,000.00
2478	02/02/2012	2186 PAPER CUTS INC.	\$78.75
2479	02/02/2012	2197 PARRIS, ERNEST	\$234.60
2480	02/02/2012	2234 PERS	\$41,173.83
2481	02/02/2012	2235 PERS LONG TERM	\$250.01
2482	02/02/2012	2238 PEST OPTIONS IN	\$265.00
2483	02/02/2012	2254 PHILIPS, PAUL J	\$2,250.00

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2484	02/02/2012	2261 PIERSON, SCOTT	\$1,650.00
2485	02/02/2012	2283 POSSNER, ROGER	\$102.00
2486	02/02/2012	2332 PURCELL, CHRIST	\$1,416.00
2487	02/02/2012	2345 QUILL	\$181.67
2488	02/02/2012	2380 RANDOM HOUSE IN	\$48.94
2489	02/02/2012	2399 REDDEN, CHARLES	\$102.00
2490	02/02/2012	2409 REIGEL, WILLIAM	\$234.60
2491	02/02/2012	2415 REPUBLIC MASTER	\$109.77
2492	02/02/2012	2421 REVIS, CATHY	\$1,416.00
2493	02/02/2012	2461 ROCKLER COMPANI	\$17.05
2494	02/02/2012	2472 RODRIGUEZ, PHIL	\$234.60
2495	02/02/2012	2484 ROSALES, CHARLE	\$1,416.00
2496	02/02/2012	2501 RUMPLER, JOANNE	\$1,416.00
2497	02/02/2012	2518 SAINT, MICHELE	\$9.90
2498	02/02/2012	2567 SANTOS, ROGER	\$93.60
2499	02/02/2012	2579 SCHLEIF, FRANCI	\$1,416.00
2500	02/02/2012	2580 SCHMID, FRANK	\$1,416.00
2501	02/02/2012	2630 SHAUP, JOY ANN	\$93.60
2502	02/02/2012	2676 SMART AND FINAL	\$282.53
2503	02/02/2012	2679 SMITH, DEANNA	\$234.60
2504	02/02/2012	2685 SMITH, RICHARD	\$93.60
2505	02/02/2012	2700 SOFTWARE HOUSE	\$953.74
2506	02/02/2012	2710 SOUTHALL, MARY	\$234.60
2507	02/02/2012	2714 SOUTHERN CA GAS	\$575.00
2508	02/02/2012	2735 STANFIELD, DEWE	\$93.60
2509	02/02/2012	2737 STAPLES INC	\$410.29
2510	02/02/2012	2778 SUPERIOR PAVEME	\$60,737.20
2511	02/02/2012	2783 SURFACE PREP SU	\$1,866.66
2512	02/02/2012	2785 SUTHERLAND, DAL	\$93.60
2513	02/02/2012	2792 SWEENEY, PAUL	\$1,416.00
2514	02/02/2012	2796 SYNTECH	\$5,960.00
2515	02/02/2012	2807 TALX UC EXPRESS	\$250.00
2516	02/02/2012	2812 TARIN, LORENA	\$93.60
2517	02/02/2012	2828 TESKE, OSCAR	\$234.60
2518	02/02/2012	2847 THOMPSON, MARGA	\$93.60
2519	02/02/2012	2849 THOMSON, JOHN R	\$234.60
2520	02/02/2012	2852 THREE VALLEY MU	\$3,672.86
2521	02/02/2012	2853 THYSSENKRUPP EL	\$301.00
2522	02/02/2012	2864 TOLENTINO, LEOP	\$102.00
2523	02/02/2012	2886 TRADEWAY GLASS	\$56.55
2524	02/02/2012	2936 UNION BANK OF C	\$2,290.88
2525	02/02/2012	2942 UNITED SITE SER	\$104.56
2526	02/02/2012	2945 UNITED TRAFFIC	\$757.99
2527	02/02/2012	2946 UNITED WAY OF G	\$20.00

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2528	02/02/2012	2969 VALLEY TROPHY	\$21.75
2529	02/02/2012	2991 VELEZ, RAUL	\$93.60
2530	02/02/2012	2997 VER KUILEN, VAL	\$1,416.00
2531	02/02/2012	2999 VERIZON CALIFOR	\$290.25
2532	02/02/2012	3014 VISION SERVICE	\$525.56
2533	02/02/2012	3023 VULCAN MATERIAL	\$500.78
2534	02/02/2012	3032 WALKER, EVELINE	\$234.60
2535	02/02/2012	3038 WALTON, MARLA	\$93.60
2536	02/02/2012	3045 WASHINGTON NATI	\$285.49
2537	02/02/2012	3048 WASILCHIN, LOUI	\$1,416.00
2538	02/02/2012	3061 WEISS, MOREY	\$1,416.00
2539	02/02/2012	3064 WELLDYNERX	\$21.91
2540	02/02/2012	3070 WEST COAST ARBO	\$5,726.32
2541	02/02/2012	3077 WEST LITE SUPPL	\$48.28
2542	02/02/2012	3080 WESTERN EMULSIO	\$215.43
2543	02/02/2012	3082 WESTERN WATER W	\$1,803.18
2544	02/02/2012	3100 WILCOX, MARILYN	\$234.60
2545	02/02/2012	3112 WINTER, JOAN L	\$93.60
2546	02/02/2012	3126 WOOTEN, HUBERT	\$234.60
2547	02/02/2012	3130 WORTHY, WILLIAM	\$3,389.70
2548	02/02/2012	3247 ZERO ENERGY CON	\$18,000.00
2549	02/02/2012	3161 ZVALO, PEARL	\$234.60
2550	02/07/2012	308 BEAVER, PAUL B	\$234.60
2551	02/07/2012	321 BELL, DONALD R	\$234.60
2552	02/07/2012	677 CLEMENS, ROBERT	\$234.60
2553	02/07/2012	678 CLEMENT, LARRY	\$234.60
2554	02/07/2012	1010 ESCALANTE, RICH	\$234.60
2555	02/07/2012	1095 FORNES JR, JAME	\$234.60
2556	02/07/2012	1161 GAULDIN, HAROLD	\$234.60
2557	02/07/2012	1243 GRAVES, KENNETH	\$234.60
2558	02/07/2012	1479 JANES, NORMAN G	\$234.60
2559	02/07/2012	2049 NEILSON, RALEIG	\$234.60
2560	02/07/2012	2118 OLSON, ZAN	\$234.60
2561	02/07/2012	2845 THOMAS, DON R	\$234.60
2562	02/09/2012	2 10-8 RETROFIT	\$65.00
2563	02/09/2012	13 A-1 POWER SWEEP	\$600.00
2564	02/09/2012	23 ABORTA BUG INC	\$70.00
2565	02/09/2012	26 ABSOLUTE SECURI	\$0.00
2566	02/09/2012	50 ADVANCED	\$1,430.10
2567	02/09/2012	58 ADVANTAGE	\$8,123.39
2568	02/09/2012	59 ADVANTAGE ARCHE	\$196.00
2569	02/09/2012	74 AGI ACADEMY	\$282.92
2570	02/09/2012	79 AGUILAR, LOURDE	\$122.50
2571	02/09/2012	82 AIR-BREE HEATIN	\$1,604.08

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2572	02/09/2012	84 AIRGAS-WEST	\$105.05
2573	02/09/2012	91 ALAS, NINA	\$140.00
2574	02/09/2012	116 ALL STAR GLASS	\$212.36
2575	02/09/2012	3215 ALPINE GREEN PR	\$1,485.00
2576	02/09/2012	219 AT&T	\$33.29
2577	02/09/2012	221 AT&T MOBILITY	\$1,186.56
2578	02/09/2012	277 BANC OF AMERICA	\$242,886.03
2579	02/09/2012	318 BELL BUILDING M	\$3,155.00
2580	02/09/2012	345 BETHKE, BETTY J	\$81.67
2581	02/09/2012	411 BRODART CO	\$57.20
2582	02/09/2012	423 BRUNSWICK COVIN	\$46.67
2583	02/09/2012	430 BUILDING ELECTR	\$75.00
2584	02/09/2012	448 C & W ENTERPRIS	\$439.44
2585	02/09/2012	475 CALIBER POOL AN	\$1,450.00
2586	02/09/2012	494 CALLANDRILLO JR	\$154.00
2587	02/09/2012	495 CALLISON, JACQU	\$245.00
2588	02/09/2012	568 CAT SPECIALTIES	\$1,152.33
2589	02/09/2012	579 CC BLUU ART	\$42.00
2590	02/09/2012	589 CELAYA, VERA FL	\$30.33
2591	02/09/2012	600 CERTIFIED UNDER	\$36.76
2592	02/09/2012	617 CHARTER OAK GYM	\$2,094.45
2593	02/09/2012	649 CINTAS CORP #69	\$163.56
2594	02/09/2012	657 CITRUS VALLEY H	\$52.35
2595	02/09/2012	1153 CITY OF GARDENA	\$80.00
2596	02/09/2012	664 CIVILTEC ENGINE	\$7,205.00
2597	02/09/2012	734 CONTROL AUTOMAT	\$3,005.25
2598	02/09/2012	3235 COOK, SHAWNA	\$658.00
2599	02/09/2012	740 CORBIN, CLARA	\$1,695.17
2600	02/09/2012	799 CRAIG'S CPR&FIR	\$168.00
2601	02/09/2012	880 DEMCO INC	\$76.35
2602	02/09/2012	894 DF POLYGRAPH	\$250.00
2603	02/09/2012	931 DOUBLETREE HOTE	\$1,327.95
2604	02/09/2012	970 EDISON CO	\$1,161.61
2605	02/09/2012	1011 ESCOBEDO, JOSEP	\$28.00
2606	02/09/2012	1055 FEDEX	\$3.64
2607	02/09/2012	1089 FOOTHILL PRESBY	\$69.35
2608	02/09/2012	1098 FOSTER, DAVE	\$714.45
2609	02/09/2012	1098 FOSTER, DAVE	\$42.30
2610	02/09/2012	1198 GLOBALSTAR LLC	\$42.56
2611	02/09/2012	1204 GOLDEN STATE WA	\$362.96
2612	02/09/2012	1231 GOVT FINANCE OF	\$435.00
2613	02/09/2012	1235 GRAINGER	\$173.12
2614	02/09/2012	1255 GRISWOLD INDUST	\$1,882.82
2615	02/09/2012	1275 HAAKER EQUIPMEN	\$358.21

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2616	02/09/2012	1282 HALL-McGRADE, A	\$369.73
2617	02/09/2012	1317 HDL SOFTWARE LL	\$1,699.30
2618	02/09/2012	1364 HOME DEPOT	\$1,149.30
2619	02/09/2012	3200 HOME PERFORMANC	\$500.00
2620	02/09/2012	1426 INGERSOLL, SCOT	\$161.00
2621	02/09/2012	1428 INGRAM DIST GRO	\$94.51
2622	02/09/2012	3240 INLAND OFFICE P	\$5.38
2623	02/09/2012	1463 J.G. TUCKER AND	\$115.28
2624	02/09/2012	1514 JOHNSTONE SUPPL	\$194.36
2625	02/09/2012	1531 JW LOCK CO INC	\$326.47
2626	02/09/2012	1561 KEYSTONE UNIFOR	\$248.46
2627	02/09/2012	1597 KYLE, PATRICIA	\$445.67
2628	02/09/2012	1615 LA CNTY MTA	\$252.00
2629	02/09/2012	1638 LAM, LY CHOU	\$231.00
2630	02/09/2012	1663 LAW ENFORCEMENT	\$215.00
2631	02/09/2012	3190 LAYNE, JONATHAN	\$201.83
2632	02/09/2012	3209 LAYNE, SHARON	\$74.67
2633	02/09/2012	1680 LEAGUE OF CALIF	\$250.00
2634	02/09/2012	1691 LEVEL 3 COMMUNI	\$2,178.26
2635	02/09/2012	1712 LIGHTHOUSE INC,	\$200.97
2636	02/09/2012	1868 MEDINA, MARIA	\$231.00
2637	02/09/2012	1924 MILLERS & ISHAM	\$91.35
2638	02/09/2012	1933 MISSION LINEN S	\$351.87
2639	02/09/2012	3236 MUNOZ, VINCENT	\$203.00
2640	02/09/2012	2027 NAPA AUTO PARTS	\$39.13
2641	02/09/2012	2038 NATIONAL RECREA	\$150.00
2642	02/09/2012	2084 NOTTI, PAMELA S	\$24.50
2643	02/09/2012	2091 O REILLY AUTO P	\$7.47
2644	02/09/2012	2104 OFFICE DEPOT	\$3,621.03
2645	02/09/2012	99999 ONE TIME PAY	\$2.00
2646	02/09/2012	99999 ONE TIME PAY	\$2.00
2647	02/09/2012	99999 ONE TIME PAY	\$3.89
2648	02/09/2012	99999 ONE TIME PAY	\$4.00
2649	02/09/2012	99999 ONE TIME PAY	\$21.99
2650	02/09/2012	99999 ONE TIME PAY	\$24.81
2651	02/09/2012	99999 ONE TIME PAY	\$30.00
2652	02/09/2012	99999 ONE TIME PAY	\$60.00
2653	02/09/2012	99999 ONE TIME PAY	\$400.00
2654	02/09/2012	99999 ONE TIME PAY	\$724.65
2655	02/09/2012	3533 Owen Masonry	\$1,700.00
2656	02/09/2012	2189 PARADA, MIGUEL	\$1,004.50
2657	02/09/2012	2236 PERS PUBLIC AGE	\$500.00
2658	02/09/2012	3289 PIONEER LABELS	\$488.68
2659	02/09/2012	3536 PLAYGROUND SAFE	\$475.00

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2660	02/09/2012	2269 PLUMBERS DEPOT	\$150.39
2661	02/09/2012	2316 PROSE GRANTWRIT	\$5,100.00
2662	02/09/2012	2345 QUILL	\$13.02
2663	02/09/2012	2379 RANDALL, KYLE	\$72.00
2664	02/09/2012	2382 RANGEL, YADIRA	\$140.00
2665	02/09/2012	2388 RC FIRE PROTECT	\$261.00
2666	02/09/2012	2403 REGAN, DAN	\$42.30
2667	02/09/2012	2415 REPUBLIC MASTER	\$145.69
2668	02/09/2012	2434 RICE/ENGLANDER	\$3,000.00
2669	02/09/2012	2489 ROTO ROOTER SER	\$1,538.00
2670	02/09/2012	2519 SALAMONE, KIMBE	\$465.50
2671	02/09/2012	2607 SERESINGHE, AJI	\$900.00
2672	02/09/2012	3298 Sheraton Grand	\$926.64
2673	02/09/2012	2660 SIMPLEX GRINNEL	\$1,092.32
2674	02/09/2012	2686 SMITH, STEVEN	\$20.31
2675	02/09/2012	2719 SPARKLETTS	\$16.90
2676	02/09/2012	2737 STAPLES INC	\$182.36
2677	02/09/2012	2781 SURETECK INDUST	\$3,556.31
2678	02/09/2012	2818 TAVANNA	\$209.13
2679	02/09/2012	2822 TECHDEPOT	\$286.97
2680	02/09/2012	2846 THOMAS, TERRI	\$519.17
2681	02/09/2012	2855 TIME WARNER CAB	\$145.12
2682	02/09/2012	2868 TONER DEPOT	\$337.13
2683	02/09/2012	2903 TRI-XECUTEX COR	\$80.00
2684	02/09/2012	2901 TRIFYTT SPORTS	\$1,045.33
2685	02/09/2012	2907 TRUGREEN LANDSC	\$8,772.49
2686	02/09/2012	2935 UNDERGROUND SER	\$67.50
2687	02/09/2012	2942 UNITED SITE SER	\$102.36
2688	02/09/2012	2945 UNITED TRAFFIC	\$281.10
2689	02/09/2012	2954 URBAN GRAFFITI	\$5,700.00
2690	02/09/2012	2958 US POSTMASTER	\$36.22
2691	02/09/2012	2973 VAN LEEUWEN, JO	\$87.50
2692	02/09/2012	3234 VELARDE-KUBANIK	\$343.00
2693	02/09/2012	2999 VERIZON CALIFOR	\$717.32
2694	02/09/2012	3010 VILLARREAL, TIF	\$253.17
2695	02/09/2012	3023 VULCAN MATERIAL	\$1,508.33
2696	02/09/2012	3187 WAGONER, PAMELA	\$159.60
2697	02/09/2012	3026 WAKAYAMA, ASHLE	\$51.45
2698	02/09/2012	3043 WARREN DISTRIBU	\$386.52
2699	02/09/2012	3070 WEST COAST ARBO	\$5,425.20
2700	02/09/2012	3077 WEST LITE SUPPL	\$245.59
2701	02/09/2012	3082 WESTERN WATER W	\$21.89
2702	02/09/2012	3092 WHITE, SHELBY	\$28.80
2703	02/09/2012	3102 WILLDAN FINANCI	\$7,168.33

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2704	02/09/2012	3137 Y TIRE SALES	\$1,182.43
2705	02/09/2012	3138 YAP, ALBERTO	\$306.00
2706	02/14/2012	459 CA REDEVELOPMEN	\$390.00
2707	02/16/2012	23 ABORTA BUG INC	\$75.00
2708	02/16/2012	32 ACE-1 AUTO SERV	\$350.96
2709	02/16/2012	68 AFLAC ACCT# YQ7	\$3,635.97
2710	02/16/2012	68 AFLAC ACCT# YQ7	\$28.00
2711	02/16/2012	69 AFSCME	\$940.00
2712	02/16/2012	96 ALBERTSONS GROC	\$16.80
2713	02/16/2012	111 ALL AMERICAN AS	\$899.50
2714	02/16/2012	113 ALL CITY MANAGE	\$4,594.32
2715	02/16/2012	128 ALLIANT INSURAN	\$100.00
2716	02/16/2012	160 AMERICAN WEST C	\$75.00
2717	02/16/2012	219 AT&T	\$135.43
2718	02/16/2012	219 AT&T	\$1,049.41
2719	02/16/2012	255 AZUSA PLUMBING	\$6.07
2720	02/16/2012	283 BANK OF THE WES	\$3,220.38
2721	02/16/2012	3293 BAVCO	\$1,172.40
2722	02/16/2012	341 BEST BEST & KRI	\$26,161.93
2723	02/16/2012	362 BLAKE PAPER CO	\$68.52
2724	02/16/2012	380 BOOK WHOLESALER	\$705.28
2725	02/16/2012	477 CALIF, STATE OF	\$12,740.44
2726	02/16/2012	480 CALIFORNIA ASSO	\$75.00
2727	02/16/2012	487 CalPERS	\$60,908.69
2728	02/16/2012	587 CDW GOVERNMENT	\$530.42
2729	02/16/2012	600 CERTIFIED UNDER	\$28.26
2730	02/16/2012	634 CHEVRON PRODUCT	\$732.10
2731	02/16/2012	649 CINTAS CORP #69	\$163.56
2732	02/16/2012	654 CITRUS CAR WASH	\$351.25
2733	02/16/2012	1153 CITY OF GARDENA	\$300.00
2734	02/16/2012	682 CLINICAL LAB OF	\$510.00
2735	02/16/2012	692 CODE PUBLISHING	\$451.00
2736	02/16/2012	699 COLE, PATRICIA	\$159.93
2737	02/16/2012	700 COLLEY FORD	\$458.09
2738	02/16/2012	720 COMPUTER SERVIC	\$9,884.40
2739	02/16/2012	730 CONTEMPORARY IN	\$96.00
2740	02/16/2012	749 COUNSELING TEAM	\$1,080.00
2741	02/16/2012	3165 COVINA AUTO BOD	\$4,500.00
2742	02/16/2012	764 COVINA COLLISIO	\$162.19
2743	02/16/2012	766 COVINA DISPOSAL	\$14,597.59
2744	02/16/2012	771 COVINA IRRIGATI	\$168,703.75
2745	02/16/2012	775 COVINA POLICE A	\$4,070.00
2746	02/16/2012	777 COVINA RENTS	\$239.24
2747	02/16/2012	783 COVINA WATER &	\$403.88

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2748	02/16/2012	788 COVINA, CITY OF	\$214.51
2749	02/16/2012	788 COVINA, CITY OF	\$4,796.19
2750	02/16/2012	788 COVINA, CITY OF	\$86,157.83
2751	02/16/2012	789 COVINA-FSA, CIT	\$1,770.00
2752	02/16/2012	798 CRAFCO INC	\$2,094.53
2753	02/16/2012	819 CSAC-EIA	\$4,369.02
2754	02/16/2012	819 CSAC-EIA	\$9.04
2755	02/16/2012	819 CSAC-EIA	\$1,822.16
2756	02/16/2012	862 DE ALWIS, DILU	\$185.50
2757	02/16/2012	878 DELTA DENTAL OF	\$7,002.60
2758	02/16/2012	878 DELTA DENTAL OF	\$238.30
2759	02/16/2012	887 DERO BIKE RACK	\$7,365.00
2760	02/16/2012	889 DESILVA, ANURA	\$2,500.00
2761	02/16/2012	3269 E.C. CONSTRUCTI	\$19,735.00
2762	02/16/2012	970 EDISON CO	\$41,580.88
2763	02/16/2012	971 EDS AUTO PARTS	\$19.52
2764	02/16/2012	1055 FEDEX	\$40.50
2765	02/16/2012	1092 FORENSIC NURSE	\$690.00
2766	02/16/2012	1235 GRAINGER	\$50.85
2767	02/16/2012	1247 GREAT WEST LIFE	\$4,093.50
2768	02/16/2012	1307 HARTFORD LIFE I	\$9.67
2769	02/16/2012	1364 HOME DEPOT	\$229.17
2770	02/16/2012	3200 HOME PERFORMANC	\$2,000.00
2771	02/16/2012	1389 HUNTINGTON COUR	\$829.34
2772	02/16/2012	1393 HYATT REGENCY S	\$448.56
2773	02/16/2012	1405 ICMA RETIREMENT	\$6,027.41
2774	02/16/2012	1405 ICMA RETIREMENT	\$845.47
2775	02/16/2012	1421 INDEX PRODUCTS	\$149.36
2776	02/16/2012	1429 INLAND EMPIRE S	\$903.25
2777	02/16/2012	1430 INLAND WATER WO	\$4,015.06
2778	02/16/2012	3280 INTERNAL REVENU	\$200.00
2779	02/16/2012	1474 JAIME, LUIS	\$20.00
2780	02/16/2012	3288 JAMES L BARELA	\$50.00
2781	02/16/2012	1534 KANDID GRAPHICS	\$701.44
2782	02/16/2012	1539 KCJ RACING	\$2,000.00
2783	02/16/2012	1547 KELLY PAPER CO	\$725.17
2784	02/16/2012	1571 KING BOLT CO	\$106.20
2785	02/16/2012	1578 KLYMKIW, MARIE	\$31.08
2786	02/16/2012	1603 LA CNTY	\$480.00
2787	02/16/2012	1612 LA CNTY DEPT OF	\$4,274.21
2788	02/16/2012	1614 LA CNTY FIRE DE	\$603,758.00
2789	02/16/2012	1617 LA CNTY REGISTR	\$16.00
2790	02/16/2012	1619 LA CNTY SHERIFF	\$747.15
2791	02/16/2012	1650 LARA, LAURA	\$157.50

## CITY OF COVINA

## Check Register

FEBRUARY 2012

2792	02/16/2012	1694 LEWIS ENGRAVING	\$26.10
2793	02/16/2012	1696 LEWIS SAW AND L	\$25.00
2794	02/16/2012	1712 LIGHTHOUSE INC,	\$278.20
2795	02/16/2012	1829 MAUREEN KANE &	\$1,280.00
2796	02/16/2012	1858 MCMASTER CARR S	\$284.46
2797	02/16/2012	1895 MERRIMAC ENERGY	\$28,774.88
2798	02/16/2012	1933 MISSION LINEN S	\$243.02
2799	02/16/2012	1934 MITCHELL REPAIR	\$1,608.00
2800	02/16/2012	2033 NATIONWIDE RETI	\$2,267.50
2801	02/16/2012	2091 O REILLY AUTO P	\$217.48
2802	02/16/2012	2104 OFFICE DEPOT	\$372.14
2803	02/16/2012	2104 OFFICE DEPOT	\$81.51
2804	02/16/2012	99999 ONE TIME PAY	\$42.59
2805	02/16/2012	99999 ONE TIME PAY	\$172.00
2806	02/16/2012	99999 ONE TIME PAY	\$680.00
2807	02/16/2012	99999 ONE TIME PAY	\$3,953.12
2808	02/16/2012	2163 PACIFIC PARKING	\$500.42
2809	02/16/2012	2198 PARRISH, DARYL	\$76.00
2810	02/16/2012	2199 PARS	\$412.00
2811	02/16/2012	2199 PARS	\$511.52
2812	02/16/2012	2234 PERS	\$44,221.19
2813	02/16/2012	2235 PERS LONG TERM	\$250.00
2814	02/16/2012	2277 POLLARDWATER DO	\$179.55
2815	02/16/2012	2312 PROFORCE LAW EN	\$127.03
2816	02/16/2012	2322 PTM/DOCUMENT SY	\$83.63
2817	02/16/2012	2345 QUILL	\$65.21
2818	02/16/2012	2379 RANDALL, KYLE	\$172.25
2819	02/16/2012	2389 RC KEMP CONSULT	\$900.00
2820	02/16/2012	2407 REGIONAL TAP SE	\$1,109.68
2821	02/16/2012	2415 REPUBLIC MASTER	\$123.61
2822	02/16/2012	2426 REYNOLDS BUICK	\$13.90
2823	02/16/2012	2426 REYNOLDS BUICK	\$1,093.75
2824	02/16/2012	2434 RICE/ENGLANDER	\$3,000.00
2825	02/16/2012	2445 RIOS, ARVENA	\$73.26
2826	02/16/2012	2518 SAINT, MICHELE	\$203.90
2827	02/16/2012	2546 SAN GABRIEL VAL	\$95.00
2828	02/16/2012	2546 SAN GABRIEL VAL	\$1,231.00
2829	02/16/2012	2557 SANTA ANITA FAM	\$460.00
2830	02/16/2012	3539 SCARLET TEA ROO	\$1,071.20
2831	02/16/2012	2619 SGV EXAMINER	\$524.41
2832	02/16/2012	2648 SIEMENS BUILDIN	\$396.00
2833	02/16/2012	2652 SIGNAL HILL, CI	\$5,000.00
2834	02/16/2012	2676 SMART AND FINAL	\$195.33
2835	02/16/2012	2711 SOUTHEAST CONST	\$175.31

CITY OF COVINA  
Check Register  
FEBRUARY 2012

2836	02/16/2012	2714 SOUTHERN CA GAS	\$575.00
2837	02/16/2012	2737 STAPLES INC	\$686.72
2838	02/16/2012	2775 SUPERB GRAPHICS	\$190.20
2839	02/16/2012	2804 TAG AMS INC	\$125.00
2840	02/16/2012	2832 THE CAKE MAMAS	\$992.35
2841	02/16/2012	2839 THERMAL COMBUST	\$106.01
2842	02/16/2012	2877 TOSHIBA BUSINES	\$105.35
2843	02/16/2012	3185 TOSHIBA FINANCI	\$1,978.52
2844	02/16/2012	2903 TRI-XECUTEX COR	\$80.00
2845	02/16/2012	2898 TRIANGLE TRUCK	\$16.62
2846	02/16/2012	2926 TYLER TECHNOLOG	\$43,890.01
2847	02/16/2012	2936 UNION BANK OF C	\$2,260.66
2848	02/16/2012	2946 UNITED WAY OF G	\$20.00
2849	02/16/2012	2958 US POSTMASTER	\$1,360.74
2850	02/16/2012	2966 V & V MANUFACTU	\$105.27
2851	02/16/2012	2999 VERIZON CALIFOR	\$1,314.18
2852	02/16/2012	3540 VERONIQUE'S GOU	\$12,850.10
2853	02/16/2012	3014 VISION SERVICE	\$516.69
2854	02/16/2012	3014 VISION SERVICE	\$23.24
2855	02/16/2012	3043 WARREN DISTRIBU	\$79.75
2856	02/16/2012	3045 WASHINGTON NATI	\$216.50
2857	02/16/2012	3064 WELLDYNERX	\$197.94
2858	02/16/2012	3068 WELLS FARGO FIN	\$166.45
2859	02/16/2012	3072 WEST COVINA AUT	\$87.96
2860	02/16/2012	3082 WESTERN WATER W	\$4,136.31
2861	02/16/2012	3127 WORLD BOOK SCHO	\$1,441.00
2862	02/16/2012	3134 XEROX CORPORATI	\$105.51
2863	02/16/2012	3135 XO COMMUNICATIO	\$5,530.13
2864	02/21/2012	1364 HOME DEPOT	\$75.00
2865	02/23/2012	3270 Van Lund	\$3,700.00
2866	02/23/2012	26 ABSOLUTE SECURI	\$5,810.40
2867	02/23/2012	82 AIR-BREE HEATIN	\$4,700.00
2868	02/23/2012	84 AIRGAS-WEST	\$186.92
2869	02/23/2012	111 ALL AMERICAN AS	\$621.41
2870	02/23/2012	219 AT&T	\$14.54
2871	02/23/2012	251 AYRES HOTEL	\$1,042.00
2872	02/23/2012	3542 AYRES INN ORANG	\$293.88
2873	02/23/2012	254 AZUSA LIGHT & W	\$2.13
2874	02/23/2012	260 B & K ELECTRIC	\$61.82
2875	02/23/2012	269 BAKER AND TAYLO	\$270.31
2876	02/23/2012	282 BANK OF THE WES	\$9,494.31
2877	02/23/2012	305 BC CONTINENTAL	\$713.60
2878	02/23/2012	380 BOOK WHOLESALER	\$20.20
2879	02/23/2012	437 BURRO CANYON EN	\$20.00

CITY OF COVINA  
Check Register  
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2880	02/23/2012	477 CALIF, STATE OF	\$554.00
2881	02/23/2012	501 CALPORTLAND CO	\$55.44
2882	02/23/2012	503 CALTAC	\$115.00
2883	02/23/2012	568 CAT SPECIALTIES	\$274.14
2884	02/23/2012	600 CERTIFIED UNDER	\$84.76
2885	02/23/2012	608 CHAMPION CHEMIC	\$66.99
2886	02/23/2012	649 CINTAS CORP #69	\$163.56
2887	02/23/2012	664 CIVILTEC ENGINE	\$15,709.50
2888	02/23/2012	679 CLEVA TECHNOLOG	\$227.00
2889	02/23/2012	700 COLLEY FORD	\$59.00
2890	02/23/2012	710 COMMUNICATIONS	\$270.00
2891	02/23/2012	711 COMMUNITY ACTIO	\$350.00
2892	02/23/2012	766 COVINA DISPOSAL	\$7,996.98
2893	02/23/2012	777 COVINA RENTS	\$195.00
2894	02/23/2012	783 COVINA WATER &	\$893.70
2895	02/23/2012	788 COVINA, CITY OF	\$333.31
2896	02/23/2012	819 CSAC-EIA	\$9.04
2897	02/23/2012	894 DF POLYGRAPH	\$125.00
2898	02/23/2012	896 DH MAINTENANCE	\$7,517.16
2899	02/23/2012	962 EAST DISTRICT S	\$7,562.50
2900	02/23/2012	970 EDISON CO	\$2,295.29
2901	02/23/2012	1055 FEDEX	\$14.09
2902	02/23/2012	1067 FILEONQ	\$4,100.00
2903	02/23/2012	1075 FLEET SERVICES	\$128.81
2904	02/23/2012	1156 GAS COMPANY, TH	\$689.41
2905	02/23/2012	1204 GOLDEN STATE WA	\$55.17
2906	02/23/2012	1235 GRAINGER	\$425.45
2907	02/23/2012	1364 HOME DEPOT	\$683.09
2908	02/23/2012	1427 INGLEWOOD, CITY	\$6,284.35
2909	02/23/2012	1428 INGRAM DIST GRO	\$139.16
2910	02/23/2012	1437 INTER-CON SECUR	\$5,233.84
2911	02/23/2012	1529 JURUPA MOUNTAIN	\$10.50
2912	02/23/2012	1561 KEYSTONE UNIFOR	\$297.66
2913	02/23/2012	1609 LA CNTY COUNTY	\$4,865.21
2914	02/23/2012	1617 LA CNTY REGISTR	\$19.00
2915	02/23/2012	1617 LA CNTY REGISTR	\$19.00
2916	02/23/2012	1629 LA WORKS	\$8,328.00
2917	02/23/2012	1908 MICHAEL J O'DAY	\$120.00
2918	02/23/2012	1933 MISSION LINEN S	\$253.95
2919	02/23/2012	2059 NEW PIG CORPORA	\$94.44
2920	02/23/2012	2061 NEWPORT FARMS I	\$307.49
2921	02/23/2012	2104 OFFICE DEPOT	\$37.63
2922	02/23/2012	2104 OFFICE DEPOT	\$207.55
2923	02/23/2012	99999 ONE TIME PAY	\$30.00

## CITY OF COVINA

## Check Register

FEBRUARY 2012

2924	02/23/2012	99999 ONE TIME PAY	\$0.00
2925	02/23/2012	99999 ONE TIME PAY	\$150.00
2926	02/23/2012	99999 ONE TIME PAY	\$151.23
2927	02/23/2012	99999 ONE TIME PAY	\$373.45
2928	02/23/2012	99999 ONE TIME PAY	\$2,696.00
2929	02/23/2012	2129 ORANGE COUNTY S	\$96.00
2930	02/23/2012	2219 PECHANGA RESORT	\$300.00
2931	02/23/2012	2274 POIRIER, PHILIP	\$370.42
2932	02/23/2012	2287 POWELL CAMERA S	\$7.53
2933	02/23/2012	2290 POWER PROS ELEC	\$1,454.12
2934	02/23/2012	2303 PRIORITY MAILIN	\$278.40
2935	02/23/2012	3534 Psychological C	\$350.00
2936	02/23/2012	2345 QUILL	\$41.29
2937	02/23/2012	3543 RANCHO BASEBALL	\$350.00
2938	02/23/2012	2415 REPUBLIC MASTER	\$125.48
2939	02/23/2012	3276 RISK MANAGEMENT	\$5,270.00
2940	02/23/2012	2489 ROTO ROOTER SER	\$450.00
2941	02/23/2012	3537 SERVICE LIGHTIN	\$313.55
2942	02/23/2012	2676 SMART AND FINAL	\$19.22
2943	02/23/2012	2737 STAPLES INC	\$7.28
2944	02/23/2012	2057 STATE INDUSTRIA	\$225.27
2945	02/23/2012	2796 SYNTECH	\$3,567.00
2946	02/23/2012	2822 TECHDEPOT	\$1,823.13
2947	02/23/2012	2852 THREE VALLEY MU	\$4,991.17
2948	02/23/2012	3544 TIMOTHY BURKE	\$150.00
2949	02/23/2012	2945 UNITED TRAFFIC	\$200.89
2950	02/23/2012	2958 US POSTMASTER	\$680.42
2951	02/23/2012	3270 Van Lund	\$4,000.00
2952	02/23/2012	3270 Van Lund	\$10,845.00
2953	02/23/2012	2999 VERIZON CALIFOR	\$921.83
2954	02/23/2012	3001 VERIZON WIRELES	\$3,690.03
2955	02/23/2012	3540 VERONIQUE'S GOU	\$26,650.86
2956	02/23/2012	3004 VICTORY EXTERMI	\$50.00
2957	02/23/2012	3014 VISION SERVICE	\$1.67
2958	02/23/2012	3070 WEST COAST ARBO	\$19,674.00
2959	02/23/2012	3152 YWCA	\$1,756.93
		<b>TOTAL</b>	<b>\$2,562,880.73</b>

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

I, Dilu De Alwis being first duly sworn, declare that I am the Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina dated Accounts Payable for February 2012; Payroll for 2/01/12, 2/15/12, 2/16/12, and 2/29/12; Voids for February 2012, Workers Compensation for 2/14/12, 2/17/12, and 2/24/12; know the contents thereof, and do CERTIFY as to the accuracy of the attached Demands and the availability of funds for their payment pursuant to the government Code, Section 37202.

Dilu De Alwis  
Finance Director

Subscribed and sworn to before me  
this 10<sup>th</sup> day of April, 2012

Cedric M. Galat, Deputy

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** CC 5

**STAFF SOURCE:** Daryl Parrish, City Manager  
Mary Lou Walczak, Executive Assistant to the City Manager

**ITEM TITLE:** Confirmation of Schedule of Mayor's Councilmanic Appointments and Adoption of Resolution of the City Council of the City of Covina appointing the City's Representative and Alternate on the City Selection Committee.

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**STAFF RECOMMENDATION**

- a. Approve the Mayor's designation of delegates and alternates to Regional and City Boards and Commissions; and
- b. Approve **Resolution 12-7068** appointing the City's Representative and Alternate to act on behalf of the City at meetings of the City Selection Committee.
- c. Authorize the City Clerk to fill the appointed names on said resolution.

**FISCAL IMPACT**

None

**BACKGROUND**

With each election and/or reorganization of the City Council come appointments by the Mayor of City representatives (Council Members) to various organizations in which the City has membership or participates as a liaison.

Following is the list of organizations to which the Mayor has assigned participation by Council representatives.

- County Sanitation Districts of Los Angeles County
- L. A. Works
- Foothill Transit Zone
- Independent Cities Association
- League of California Cities \*
- San Gabriel Valley Council of Governments (COG)
- San Gabriel Valley Mosquito and Vector Control District
- San Gabriel Valley Water Association
- Southern California Association of Governments
- City Selection Committee \*
- CCHOA/CCEAC(CA Cities Home Ownership Authority/CA Cities Economic Assistance Corporation)

\* Historically the delegate and alternate of these organizations are the same as the meetings are held concurrently.



CITY OF COVINA  
 SCHEDULE OF MAYOR'S COUNCILMANIC APPOINTMENTS  
 April 11, 2011

<u>AGENCY</u>	<u>DELEGATE</u>	<u>ALTERNATE</u>	<u>MEETING DAYS AND TIMES</u>
Sanitation Districts of Los Angeles County 1955 Workman Mill Road Whittier, CA 90607 (562) 699-7411	<b>King</b>	<b>Stapleton</b>	4th Wednesday each month at 1:30 p.m., District Offices Kimberly S. Compton, Sec. to Brd
L. A. Works (formerly ESGV Consortium) 5200 Irwindale Ave. Irwindale, CA 91706 (626) 960-3964	<b>Stapleton</b>	<b>Allen</b>	3rd Thursday each month at 4:00 p.m., L.A. Works offices Sal Velasquez, Executive Director
Foothill Transit Zone 100 S. Vincent Ave., Suite 200 West Covina, CA 91790 (626) 967-2274 X235	<b>Delach</b>	<b>Low</b>	1st Wednesday Annually in May at 5:30 p.m. Doran Barnes, Executive Director
Independent Cities Association P.O. Box 1750 Palmdale, CA 93590-1750 (877) 906-0941	<b>Stapleton</b>	<b>Delach</b>	Quarterly/when called at 6:30 p.m. Deborah J. Smith, Exec. Director
League of California Cities L. A. County Division P.O. Box 2336 West Covina, CA 91793-2336 (818) 212-3238	<b>King</b>	<b>Stapleton</b>	1st Thursday each month at 6:30 p.m. (various locations) Rob Korinke, So CA Director
San Gabriel Valley Council of Governments (COG) 1000 S. Fremont Ave, Unit #42 Alhambra, CA 91803 (626) 457-1800	<b>Stapleton</b>	<b>King</b> <i>transportation committee Stapleton / Alex G I-10 210 Corridor - Stapleton Solid Waste - Stapleton</i>	3rd Thursday each month at 6:00 p.m. (Edison Center/Irwindale) (6080 Irwindale Ave.) Nicholas T. Conway, Exec. Dir.
San Gabriel Valley Mosquito and Vector Control District 1145 North Azusa Canyon Rd. West Covina, CA 91790 (626) 814-9466	<b>(Henry Morgan)</b>	<b>Low</b> (Serves until 1/12 or resigns from district) (appointed Nov 8, 2008 for 4 years)	2nd Friday each month at 7:00 a.m.  Mr. Steve West, District Manager
SGV Water Assn. (Watermaster) 725 N. Azusa Ave. Azusa, CA 91702 (626) 815-1300	<b>Delach</b>	<b>Stapleton</b>	2nd Wednesday, quarterly at 6:30 pm Sylvia Chavis, Exec. Secretary
Southern California Association of Governments (SCAG) 818 West Seventh Street, 12th Fl. Los Angeles, CA 90017-3435 (213) 236-1800	<b>Low</b>	<b>King</b>	Annual/when called Hasam Ikhata, Exec. Director
City Selection Committee & LAFCO L.A. County Commission Services Hall of Admin., 500 W. Temple St. Los Angeles, CA 90012 (213) 974-1411	<b>King</b>	<b>Stapleton</b>	When Called (Held in conjunction w/ League meetings) Ms. Sa Chi Hami, Exec. Officer
CCHOA/CCHFA 748 Pebble Beach Drive Upland, CA 91784 (877) 949-9833 (CCHOA – California Cities Home Ownership Authority) (CCHFA – California Communities Housing and Finance Agency)	<b>Low</b>	<b>Delach</b>	When Called -- Teleconference Lorinda Johnson, Office Manager

CITY OF COVINA  
SCHEDULE OF MAYOR'S COUNCILMANIC APPOINTMENTS  
April 5, 2011

COUNCIL LIAISON TO BOARDS, COMMISSIONS, COMMITTEES

Planning Commission ..... Delach/King  
(Council Chambers @ 7:30 p.m. 2<sup>nd</sup> & 4<sup>th</sup> Tuesday each month)

H.C.D.A. ....King/Low  
(Library Community Room @ 7:00 p.m.—check agenda)  
(CD Partnership – John King)

Youth Accountability Board ..... Low/Allen  
(Quarterly —check agenda for time and location)

Library Board of Trustees .....Stapleton/Delach  
(Library Community Room—7:30 pm/2nd Tuesday each month)

Cultural Arts Advisory Commission .....Low  
(Hollenbeck Park Office 7:00 p.m./1<sup>st</sup> Wednesday after 2<sup>nd</sup> Tuesday each month)

Covina Concert Band .....Allen  
(Coldwell Banker Towne & Country on Citrus Avenue south of Workman St.,  
@ 9:00 a.m. on the 3<sup>rd</sup> Saturday each month)

City Auditors Committee .....Stapleton/Allen  
Meets twice a year with the City Auditors

Community Recognition Committee .....King  
Serve for 2 years – Meets annually

**Council Committee -- Policy Development Assignments**  
(Additions/deletions to policy types and assignments may occur throughout the year)

Planning – Delach/King  
Code Enforcement – Stapleton/Allen  
Parks & Recreation – King/Stapleton  
Seniors – Stapleton/Low

**RESOLUTION NO. 12-7068**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COVINA, CALIFORNIA, APPOINTING THE CITY'S  
REPRESENTATIVE AND ALTERNATE ON THE CITY  
SELECTION COMMITTEE.**

**WHEREAS**, the City Council of the city of Covina does hereby resolve as follows.

SECTION 1. \_\_\_\_\_, shall be the City of Covina representative to the City Selection Committee and as such is entitled to participate in all meetings of that Committee on behalf of the City.

SECTION 2. \_\_\_\_\_, shall be the City of Covina alternate representative to the City Selection Committee and as such is entitled to participate in all meetings of that Committee in the absence of the City's representative.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

Further the City Clerk shall transmit a copy thereof to the County of Los Angeles, Board Operations, Commission Services; and the League of California Cities, Los Angeles County Division.

PASSED, APPROVED AND ADOPTED this 17<sup>th</sup> day of April, 2012.

\_\_\_\_\_  
Kevin Stapleton, Mayor

ATTEST:

\_\_\_\_\_  
Catherine LaCroix, Deputy City Clerk

APPROVED AS TO FORM;

\_\_\_\_\_  
Marco Martinez, City Attorney

**CERTIFICATION**

I, Catherine M. LaCroix, Deputy City Clerk of the city of Covina, hereby CERTIFY that Resolution 12-7068 was adopted by the Covina city Council at a regular meeting of the City Council held this 17<sup>th</sup> day of April, 2012, and was approved and passed by the following vote:

AYES;

NOES;

ABSTAIN:

ABSENT

---

Catherine M. LaCroix  
Deputy City Clerk

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** CC 6

**STAFF SOURCE:** Dilu de Alwis, Finance Director 

**ITEM TITLE:** Letter of Engagement with Macias Gini O'Connell LLP for Audit Services  
FY 2011-2012

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**STAFF RECOMMENDATION**

Approve the Letter of Engagement with Macias Gini O'Connell LLP (MGO) for auditing services for fiscal year ended June 30, 2012 and authorize the City Manager to execute the agreement.

**FISCAL IMPACT**

Independent auditing services are budgeted for annually in the Finance Department budget (1010-0500-00-51100). The proposed costs of audit services for Fiscal Year 2011-12 are not to exceed \$84,478. Additionally an audit of the Successor Agency although not required is recommended and considered best practice and MGO has quoted \$14,458 for this service and will be paid for out of the Successor Agency budget. The impact to the General Fund will not exceed \$84,478.

**BACKGROUND**

The Letter of Engagement with Macias Gini & O'Connell (MGO) is for auditing services. They will audit the financial statements of the governmental activities, business-type activities, and other funds, which will collectively comprise the City of Covina's basic financial statements for the year ending June 30, 2012. In order to expedite the completion of the audit, staff has requested and MGO has included the cost of the preparation of the financial statements as well as the notes. This task was done in-house in the past and staff is recommending that MGO complete this phase of the audit.

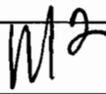
Fees for these services will be at the hourly rates in the agreement plus out-of-pocket costs but will not exceed \$98,936.

**RELEVANCE TO STRATEGIC PLAN**

The annual audit is a requirement for the City of Covina and is a goal of the City in ensuring Financial Stability.

**EXHIBITS**

A. Letter of Engagement – Macias Gini & O'Connell

<b>REVIEW TEAM ONLY</b>		<b>Finance Director:</b> 
<b>City Attorney:</b> _____		
<b>City Manager:</b> 		<b>Other:</b> _____

# Certified Public Accountants.

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[mgocpa.com](http://mgocpa.com)

April 10, 2012

Dilu De Alwis  
Finance Director  
City of Covina  
125 E. College Street  
Covina, CA 91723

Dear Mr. De Alwis:

We are pleased to confirm our understanding of the services we are to provide the City of Covina, California (City) for the year ended June 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress.
- 3) Budgetary Comparison Schedules for the General Fund and Special Revenue major funds.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining Balance Sheet – non-major governmental funds.

- 3) Combining Statement of Revenues, Expenditures and Changes in Fund Balances – non-major governmental funds.
- 4) Budgetary Comparison Schedules for Debt Service and Capital Projects Funds.
- 5) Budgetary Comparison Schedules for non-major Special Revenue Funds.
- 6) Combining Statements of Net Assets and Revenues, Expenses and Changes in Fund Net Assets and Cashflows for Internal Service Funds.
- 7) Combining Statement of Fiduciary Assets and Liabilities and Change in Fiduciary Assets and Liabilities for Agency Funds.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

- 1) Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Audit Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contract or grant agreements that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of the City Council, management, federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996 and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements or Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. You are responsible

for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the

effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Macias Gini & O'Connell LLP (MGO) and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the oversight agency for the audit, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MGO personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the City or the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. However, MGO does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

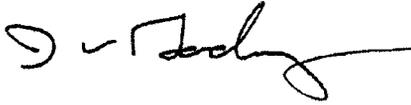
By your signature below, you acknowledge and agree that upon the expiration of the seven year period MGO shall be free to destroy our records related to this engagement.

We expect to begin our audit on a mutually agreed upon time and to issue our reports no later than December 15, 2012. Jim Godsey is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will not exceed \$84,478, see exhibit A for fee schedule. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



James V. Godsey, CPA  
Partner  
Macias Gini & O'Connell LLP

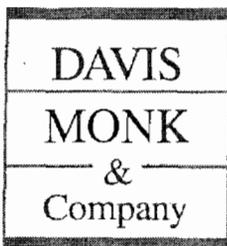
RESPONSE:

This letter correctly sets forth the understanding of the City of Covina.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Certified Public Accountants  
& Business Consultants

A Partnership Consisting of  
Professional Associations

*Gainesville*  
4010 N.W. 25th Place  
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Gainesville, Florida 32606  
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1301 Plantation Island Dr.  
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St. Augustine, Florida 32080  
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*Members:*

CPAmerica International

Florida Institute of  
Certified Public Accountants

American Institute of  
Certified Public Accountants

Horwath International

SYSTEM REVIEW REPORT

May 14, 2009

To the Partners of  
Macias, Gini & O'Connell, LLP  
and the Peer Review Committee of the American Institute of Certified  
Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Macias, Gini & O'Connell, LLP (the "firm") applicable to non-SEC issuers in effect for the year ended March 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Macias, Gini & O'Connell, LLP applicable to non-SEC issuers in effect for the year ended March 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Macias, Gini & O'Connell, LLP has received a peer review rating of *pass*.

DAVIS, MONK & COMPANY  
CERTIFIED PUBLIC ACCOUNTANTS

**Exhibit A**

**Fee for 2012 Audit**

Comprehensive Annual Financial Report	\$ 57,754
Single Audit (one program)	12,025
Appropriation Limit	1,699
Preparation of Financial Statements and Notes	<u>13,000</u>
<b>Total for Audit Services</b>	<u><u>\$ 84,478</u></u>
Additional Service:	
Redevelopment Audit	<u>14,458</u>
<b>Total</b>	<u><u>\$ 98,936</u></u>

CITY OF COVINA  
PROFESSIONAL SERVICES AGREEMENT  
WITH MACIAS GINI & O'CONNELL LLC  
FOR SOFTWARE PROJECT MANAGEMENT SERVICES

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 17<sup>th</sup> day of April, by and between the City of Covina, a California municipal corporation with its principal place of business at 125 E. College Street, Covina California 91723 ("City") and Macias Gini & O'Connell ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it has demonstrated competence and experience in providing information/communication services to public clients, and is familiar with the goals and plans of City.

**2.2 Purpose.**

City desires to engage Contractor to provide financial audit services as described in exhibit A attached.

and to perform those tasks as required by said position, as more particularly set forth in the Agreement ("Services").

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, services, and incidental and customary work necessary to provide the Services. All Services shall be subject to, and performed in accordance with, this Agreement and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue until no later than March 31, 2013 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any additional personnel retained by Contractor and performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Contractor shall not subcontract any of the Services provided herein unless authorized in writing by City's Representative.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any milestones or time schedules established by City. Contractor represents that it has the professional and technical expertise required to perform the Services in conformance with such conditions.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services shall be promptly removed by the Contractor at the request of the City. The key personnel for performance of this Agreement is as follows: Jean Horimoto.

3.2.5 City's Representative. The City hereby designates Dilu de Alwis, Finance Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Jean Horimoto to act as its representative for the performance of this Agreement ("Contractor's

Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Finally, Contractor represents that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Contractor and in any manner affecting the performance of the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Contractor's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Cargill Clause. Consultant shall not at any time or in any manner represent that it is an agent or employee of City. In the event that Consultant is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall be retained and shall receive total compensation for all Services rendered under this Agreement at an amount not to exceed \$98,936 through the Term of this Agreement.

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3.3.2 Payment of Compensation. Contractor shall be entitled to payment of the Compensation in those amounts and at times set forth herein;

a. Monthly invoicing.

3.3.3 Reimbursement for Expenses/Allowances. Contractor shall not be reimbursed for any expenses, mileage or other such costs unless authorized in writing by City.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

3.5.1.1 Termination of Agreement. This Agreement may be terminated by either Party, without cause and for any reason, upon giving not less than thirty (30) days written notice to the other Party.

3.5.1.2 Grounds for Termination. Either Party may terminate this Agreement, for cause, by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Contractor for all services adequately rendered and all reimbursable costs incurred by Contractor up to the date of termination.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other Party to perform in accordance with the terms of this Agreement and through no fault of the terminating Party;

- Assignment of this Agreement by either Party to any other entity without the prior written consent of the other Party;

- Material changes in the conditions under which this Agreement was entered into or the Scope of Services, and the failure of the Parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Materials (defined below) and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such Materials and other information within fifteen (15) days following the City's request.

3.5.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:  
Macias Gini & O'Connell  
2029 Century Park East  
Suite 500  
Los Angeles, CA 90067

City:  
City of Covina  
125 E. College Street  
Covina, California 91723  
Phone: (626) 384-5410  
Fax: (626) 384-5420  
Attn: Daryl Parrish, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Confidentiality of Materials. All ideas, memoranda, plans, procedures, descriptions, computer program data, and other information ("Materials") either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such Materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such Materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.9 Assignment or Transfer. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.13 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.16 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have executed this Professional Services Agreement on the date first above written.

“City”  
CITY OF COVINA

“Contractor”  
Macias Gini & O’Connell LLC

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

ATTEST:  
City Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:  
City Attorney

By: \_\_\_\_\_

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# CITY OF COVINA

## AGENDA ITEM COMMENTARY

**MEETING DATE:** April 17, 2012

**ITEM NO.:** CC 7

**STAFF SOURCE:** Dilu De Alwis, Director of Finance *DA*  
Nuala Gasser, Senior Redevelopment Manager *NG*

**ITEM TITLE:** Approval of use of funds from the Community Development Block Grant 2011-2012 funding allocation through the Special Economic Development Program for SVT Properties, Inc., doing business as “Stella dog,” also known as “Stella,” located at 325 N. Citrus Avenue, Covina

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### **STAFF RECOMMENDATION**

Approve the Community Development Block Grant award of \$75,000 between the City of Covina and SVT Properties, Inc., doing business as “Stella dog,” also known as “Stella,” contingent upon execution of a Guarantee of Note and Deed of Trust by the owners, and in compliance with other requirements, and authorize the City Manager or his designee to execute the documents necessary to complete the grant/loan transactions when all conditions are met.

### **FISCAL IMPACT**

This project is funded through the federal Community Development Block Grant program. Funds have been budgeted in the CDBG cost center for the Economic Development Program Number 600525-11, account number 21004750-53751.

### **BACKGROUND**

The Economic Development Loan/Grant Program (“Program”) is funded through the federally funded Community Development Block Grant (CDBG) program. The Program provides financial assistance to for-profit entities to carry out economic development and job creation or job retention activities in our community.

The program has received an application from SVT Properties for funding for the new restaurant “Stella”. SVT Properties has been a property owner in the downtown for many years, and the recent vacancy of their building by a long-time tenant has provided the opportunity for the owners to carry out a long-planned goal of opening a restaurant. The building owners, Shan and Valerie Totty, are investing in and renovating the building at 325 N. Citrus (corner of Orange Street and Citrus Avenue), building out a 2,500 square foot restaurant and providing an outdoor seating area for dining. SVT has been working with a professional chef and a restaurant consultant on a menu which will feature American-style comfort food. A copy of the application letter is attached as Exhibit A.

**Requested Funding**

The applicant has requested funding in the amount of \$75,000, to cover a financing gap in the amount of funds available for this project, and the cost to bring the project to fruition. Funds will be used for working capital and fixtures and equipment. A loan/grant of \$75,000 is recommended by staff, contingent upon execution of the Personal Guarantee of Note and a second deed of trust on residential property.

**Fund availability**

In Fiscal Year 2011-2012, funds are available in this program. Any costs incurred by the applicant prior to the execution of the loan/grant documents cannot be reimbursed. Unexpended funds will be carried over to Fiscal Year 2012-2013.

**Job Creation Requirement**

Program participants are required to create one full-time equivalent position for every \$25,000 granted. Created positions will be held by qualifying persons after advertising the opening in the community. Positions will be held by persons unrelated to the business. The business states that it will be able to meet the job creation requirements. A minimum of fifty-one percent (51%) of the created positions must be held by employees from low- to moderate-income households.

The business will be required to maintain records and report on a quarterly basis on the low-to moderate-income positions. Program participants shall provide copies of the DE9 form, the State of California Quarterly Wage and Withholding Report, to the CDBG Division on a quarterly basis. These positions must be maintained for a minimum of one year.

**Staff Review/Collateral**

Staff has reviewed the application materials and is recommending funding in the amount of \$75,000 through the CDBG Special Economic Development Program. Staff recommendation of grant award is based on the need outlined in the application and the evaluated ability of the business owner to repay the loan in case of default.

Collateral for the loan will be provided by a second deed of trust on residential property. A Personal Guarantee of Note for the amount of the loan/grant, will be executed by the owners. The business shall comply with all federal, state and local laws applicable to conducting this business. Underwriting guidelines reveal that the project proposed above is a financially viable project, meeting the requirements as outlined in Appendix A to Part 570 of the Code of Federal Regulations.

**RELEVANCE TO THE STRATEGIC PLAN**

This action will assist the City to reach the goal of enhancing financial stability, as the loan/grant will assist the business to expand and become a viable partner in the community and to provide employment in the city.



March 27, 2012

To: Covina City Council  
Covina Redevelopment Agency

From: Shan and Valerie Totty  
SVT Properties, Inc. d.b.a. "Stella dog" a.k.a "Stella"

Re: CDBG Special Economic Development Loan/Grant Program

To all concerned:

Thank you in advance for your consideration of our application for funds as outlined in the DCBG Special Economic Development Loan/Grant Program.

Please allow us to introduce our new restaurant which we have named "Stella". Our idea of opening a restaurant is one of a long time passion and desire. We have waited for the right time and opportunity to bring it to a reality. Our perfect opportunity presented itself with two recent events. The first is that our commercial building located at 325 N. Citrus Ave. in downtown Covina became vacant with the move of our long time tenant. Concurrently the development of the "Citrus Walk" project has taken place and together, these events have given us the timing, location, and motivation to make it finally happen.

Additionally our building was in need of a Façade update. Being vacant, this too became another opportunity for us to take advantage of the Town Center Specific Plan and invest in our building while also enhancing the north end of the historical downtown. We believe our contribution to the property combined with our new restaurant concept will benefit the community with new business activity, retail space, employment opportunities, planned charitable contribution goals, and delighting our new local customers by having a place that families and friends can gather to share excellent food and fun.

Our concept is a fast casual dining experience for lunch and dinner. Our prime corner location with a total building remodel will offer a comfortable and inviting outdoor covered patio area as well as inside dining. With future success we will consider the breakfast hours as well. We intend to offer a warm inviting atmosphere with some unique characteristics, outstanding friendly service and of course excellent quality food at a great value, all of which comes together in what we like to call "Stella style".

To achieve our goals we will incur a large capital expense for the restaurant's interior build out, equipment, staffing, inventory, and start up operations. We have arranged financing of our project with personal funds but will have a gap in the total funds required. We are applying for the program's assistance with the Loan/Grant funds to fill this gap which will help ensure our success.

Thank you for your consideration. Please come and visit us!

Respectfully,

  
Shan and Valerie Totty

**SUCCESSOR AGENCY TO THE  
COVINA REDEVELOPMENT AGENCY  
AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.** CC 8

**STAFF SOURCE:** Dilu De Alwis, Finance Director *DL*

**ITEM TITLE:** Payment of Demands

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**STAFF RECOMMENDATION:**

Approve Payment of Demands in the amount of **\$12,060.85**

**BACKGROUND:**

Attached list of warrants, demands, which are being presented for approval for February 2012 are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		\$0.00
<u>WIRE TRANSFERS</u> February 2, 2012	US Bank Loan	\$12,060.85

**PAYROLL**

**VOIDS**

**GRAND TOTAL:** **\$12,060.85**

**RELEVANCE TO STRATEGIC PLAN:** Not applicable

**EXHIBITS:**

**A. ACCOUNTS PAYABLE REGISTER**

REVIEW TEAM ONLY

City Attorney: *T-A-T-T* Finance Director: *DL*

City Manager: *Φ* Other: */*

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

I, Dilu De Alwis being first duly sworn, declare that I am the Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency dated Accounts Payable for February 10, 2012; know the contents thereof, and do CERTIFY as to the accuracy of the attached Demands and the availability of funds for their payment pursuant to the government Code, Section 37202.

Dilu De Alwis,  
Finance Director

Subscribed and sworn to before me

this 17<sup>th</sup> day of April, 2012

Colin M. Salas, Deputy

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** PH 1

**STAFF SOURCE:** Kim Raney, Chief of Police  
Lisa Brancheau, Redevelopment Manager  
William J. Priest, Assistant City Attorney

**ITEM TITLE:** Interim Urgency Ordinance to extend Interim Urgency Ordinance No. 12-2006 for an additional 10 months and 15 days and continue for this period the moratorium on the issuance or approval of licenses or permits for development of new smokeshops or tobacco stores.

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**STAFF RECOMMENDATION**

(1) Adopt Interim Urgency Ordinance No. 12-2007 , extending Interim Urgency Ordinance No. 12-2006 and thereby extending the moratorium on the licensing or permitting of new smokeshops and tobacco stores for a period of 10 months and 15 days.

2.) Direct staff to continue studying possible revisions to the City's Municipal Code to address smokeshops and tobacco stores.

**FISCAL IMPACT**

None.

**BACKGROUND**

On March 6, 2012, the City Council adopted Interim Urgency Ordinance 12-2006 that temporarily prohibits the issuance or approval of any license, permit or land use entitlement to develop new smokeshops or tobacco stores. The ordinance is intended to address the proliferation of such facilities and the products they sell within the City. There is a concern that these facilities promote illegal drug use and the consumption of tobacco and tobacco products by minors, have a negative effect upon nearby commercial and residential uses, and may conflict with the long-term planning goals of the City of Covina. A copy of Ordinance No. 12-2006 is attached hereto as Exhibit "B". Ordinance 12-2006 is effective for 45 days and is set to expire on April 20, 2012.

The moratorium was established to allow the City the opportunity to evaluate its existing policies regulating smokeshops and tobacco stores and to propose amendments to the Covina Municipal Code to address the unique effects these uses have upon the community while remaining in compliance with applicable law.

Since the adoption of the moratorium, the Planning Division of the Community Development Department, the Police Department, and the City Attorney's Office have been diligently working on alleviating the conditions which led to adoption of the moratorium. These include: (i) better defining the negative secondary effects that smokeshops and tobacco stores have upon the City of Covina and its residents, (b) understanding any requirements or limitations imposed by

applicable law upon the City's regulation of these uses and (c) surveying various options pursued by other local jurisdictions to regulate these uses. This is all with the goal of ultimately bringing an amendment to the Covina Municipal Code before the Council to address these uses.

Although Staff has begun the measures outlined above, they have not yet finished their work in this regard. As such, Staff is requesting the Council to extend the moratorium for an additional period of ten (10) months and fifteen (15) days. Staff believes that this extension will give it the opportunity to fully analyze these issues and to draft appropriate amendments to the Municipal Code for Council consideration. The moratorium, if extended, will remain in effect until March 6, 2013, but can be extended for up to one (1) additional year after conducting a noticed public hearing in accordance with State law.

Compliance with the California Environmental Quality Act (CEQA)

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

**RELEVANCE TO THE STRATEGIC PLAN:**

Adoption of this Interim Urgency Ordinance will assist in the development of a sustainable community by pursuing the adoption of land use and aesthetic standards that promote neighborhood compatibility.

**EXHIBITS**

- A. Interim Urgency Ordinance No. 12 - 2007
- B. Interim Urgency Ordinance No. 12-2006 (Adopted March 6, 2012)

<b>REVIEW TEAM ONLY</b>	
City Attorney: _____	Finance Director: _____
City Manager: _____	Other: _____

**ORDINANCE NO. 12-2007**

**AN URGENCY ORDINANCE OF THE CITY OF COVINA ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 TO EXTEND INTERIM URGENCY ORDINANCE NO. 12-2006 FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS AND CONTINUE FOR THIS PERIOD THE MORATORIUM REGARDING SMOKESHOPS AND TOBACCO STORES**

**WHEREAS**, on March 6, 2012, pursuant to section 65858 of the California Government Code, the City Council of the City of Covina ("City Council") adopted Ordinance No. 12-2006, an interim urgency ordinance, which temporarily prohibits the issuance or approval of any business license, building permit, conditional use permit, variance, site plan approval or other land use entitlement for the development of any new smoke shop or tobacco store within the City of Covina; and

**WHEREAS**, Section 65858 of the California Government Code provides that Ordinance No. 12-2006 shall expire and be of no further force and effect forty-five (45) days from its date of adoption; and

**WHEREAS**, Section 65858 of the California Government Code provides that prior to the expiration of Ordinance No. 12-2006, the City may extend Ordinance No. 12-2006 for an additional ten (10) months and fifteen (15) days after giving notice pursuant to Section 65090 of the California Government Code and conducting a public hearing; and

**WHEREAS**, on April 3, 2012, the City Council issued a written report describing the measures and actions taken by the City to alleviate the circumstances and conditions which led to the adoption of Ordinance No. 12-2006 since its adoption on March 6, 2012, as required by Government Code section 65858 ("Council Report"); and

**WHEREAS**, based on the Council Report, the City Council has determined that the circumstances and conditions that led to the adoption of Ordinance No. 12-2006, which are set forth in the recitals of Ordinance No. 12-2006 and are fully incorporated herein by this reference, have not been alleviated as of the date of this Ordinance and continue to create the concerns described in Ordinance No. 12-2006; and

**WHEREAS**, the City Council now seeks to extend the temporary prohibition on the issuance or approval of any business license, building permit, conditional use permit, variance, site plan approval or other land use entitlement for the development of any new smoke shop or tobacco store within the City of Covina, as currently authorized under Ordinance No. 12-2006, to continue studying possible amendments to the City's Municipal Code to help ensure that smokeshops and tobacco stores are regulated in a way that protects the community and complies with applicable law; and

**WHEREAS**, the purpose of extending Ordinance No. 12-2006 is to avoid the potentially significant adverse impacts to the public's health, safety, and welfare described in Ordinance No. 12-2006; and

**WHEREAS**, the City Council has determined there is a need to extend Ordinance No. 12-2006 for an additional ten (10) months and fifteen (15) days as authorized under section 65858 of the California Government Code; and

**WHEREAS**, the notice and public hearing required by Section 65858 of the California Government Code for the extension of Ordinance No. 12-2006 has been provided in accordance with law.

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

**SECTION 1.** Adoption of this urgency interim ordinance ("Ordinance") shall constitute an extension of Ordinance No. 12-2006 for a period of ten (10) months and fifteen (15) days, pursuant to section 65858 of the California Government Code.

**SECTION 2.** During the time this Ordinance is in effect, the City of Covina shall not issue or approve any business license, building permit, conditional use permit, variance, site plan approval, or other land use entitlement for the development of any new smoke shop or tobacco store within the City of Covina. For purposes of this Section 2, the term "smoke shop and tobacco store" shall mean a retail store where 10% or more of the store's floor area and shelf space is devoted to the sale or display of tobacco, tobacco smoking products, and related smoking paraphernalia including but not limited to pipes, papers and lighters, or any combination thereof.

**SECTION 3.** The City Council hereby finds and determines that adoption of this Ordinance and the extension of Ordinance No. 12-2006 is necessary for the current and immediate protection of the public health, safety, and welfare of the City and its residents for all the reasons set forth in the recitals above and the recitals of Ordinance No. 12-2006, which are hereby expressly incorporated as though fully set forth herein, and the following additional reasons:

A. The City continues to study the issue of regulation of smokeshops and tobacco stores and how best to amend the Covina Municipal Code to address the effects of such uses.

B. Development of smokeshops and tobaccos stores, and the issuance of licenses or permits to smokeshops and tobacco stores, under existing Municipal Code standards will have a detrimental effect because the existing standards do not consider the unique impacts created by such uses, which would create the potential for severe land use incompatibilities, with associated impacts to adjacent residents and businesses. These adverse impacts on the public health, safety, and welfare can be avoided through careful study and proper planning for the regulation of smokeshops and tobacco stores.

**SECTION 4.** The City Council hereby directs the Planning Division of the Community Development Department, Police Department, and the City Attorney's Office to consider and study possible means of regulating smokeshops and tobacco stores, including zoning-based regulations and other regulations permissible under applicable law.

**SECTION 5.** Not less than ten (10) days prior to the expiration of this Ordinance, the City Council shall issue a written report describing the measures which the City has taken to alleviate the conditions which led to the adoption of this Ordinance.

**SECTION 6.** The City Council hereby enacts this interim urgency ordinance by not less than a four-fifths (4/5) vote, and in light of the findings set forth in Section 3, under the authority granted to it by Article XI, Section 7 of the California Constitution and Section 65858 of the California Government Code, which allows the City to adopt an interim urgency ordinance prohibiting land uses which may be in conflict with a zoning proposal that the City Council, planning commission or the planning department is considering or studying or intends to study within a reasonable time.

**SECTION 7.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 8.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

**SECTION 9.** This Ordinance shall take effect immediately upon adoption if adopted by at least a four-fifths (4/5) vote of the City Council and shall remain in effect for ten (10) months and fifteen (15) days from the date of adoption unless extended by the City Council as provided for in Government Code Section 65858.

**SECTION 10.** The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a newspaper of general circulation in the City of Covina.

**ADOPTED** this 17th day of April, 2012.

\_\_\_\_\_  
KEVIN STAPLETON, MAYOR

ATTEST:

\_\_\_\_\_  
Kay Manning, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CERTIFICATION**

I, KAY MANNING, City Clerk of the City of Covina, California, do hereby certify that the foregoing Ordinance was regularly and duly passed and adopted at a regular meeting of the City Council of the City of Covina, California, duly held the 17th day of April, 2012, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Covina, California, this 17th day of April, 2012.

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Kay Manning, City Clerk

**INTERIM URGENCY ORDINANCE NO. 12-2006**

**AN INTERIM URGENCY ORDINANCE OF THE CITY OF COVINA, CALIFORNIA, ESTABLISHING A MORATORIUM ON THE DEVELOPMENT OF NEW SMOKE SHOPS AND TOBACCO STORES (CITY-WIDE) FOR A PERIOD OF 45 DAYS, PENDING THE ADOPTION OF ANY AND ALL NECESSARY AMENDMENTS TO THE CITY'S LAND USE REGULATIONS, AND SETTING FORTH THE FACTUAL BASIS FOR SAME AS AN URGENCY ORDINANCE**

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

**SECTION 1.** This interim urgency ordinance is adopted pursuant to Section 65858 of the California Government Code.

**SECTION 2.** The City of Covina shall not issue or approve any business license, building permit, conditional use permit, variance, site plan approval, or other land use entitlement for the development of any new smoke shop or tobacco store within the City of Covina during the time that this interim ordinance is in effect. For purposes of this Section 2, the term "smoke shop and tobacco store" shall mean a retail store where 10% or more of the store's floor area and shelf space is devoted to the sale or display of tobacco, tobacco smoking products, and related smoking paraphernalia including but not limited to pipes, papers and lighters, or any combination thereof.

**SECTION 3. *Urgency Findings.*** In accordance with California Government Code, Section 65858 and in order to protect the public health, safety and welfare, the City Council of the City of Covina hereby finds, determines and declares that this interim urgency ordinance is necessary because:

- A. The proliferation of new smoke shops and tobacco stores within the City presents a current and immediate threat to the public health, safety and welfare in that such facilities and the products that they carry has raised concerns about the compatibility of this use in the zones that it is currently allowed. More specifically, the Police Department has expressed concerns that such facilities may promote illegal drug use. Such a business may have negative effects upon the welfare of children and minors as well as the operation of nearby commercial and residential uses. The City has received numerous inquiries regarding the development of new smoke shops and tobacco stores within the City and, the City anticipates that it will receive additional applications and inquiries in the near future. The City must prohibit the further development of new smoke shops and tobacco stores until the City Council completes its analysis of how best to regulate these kinds of uses so that the City remains in compliance with Federal and State Law, while mitigating the negative secondary effects identified above to the greatest extent possible.

- B. Government Code, Section 65858 authorizes the City to adopt an interim Urgency Ordinance to protect the public safety, health and welfare and to prohibit uses which may be in conflict with a contemplated General Plan or zoning proposal which the City is considering, studying or intends to study within a reasonable time.
- C. The purpose of this moratorium is to protect the public safety, health and welfare of the citizens of the City of Covina by prohibiting the approval of land use entitlement applications and other permits for smoke shops and tobacco stores within the City. The issuance or approval of any building permit, conditional use permit, variance, site plan approval, or other land use entitlement for the development of new smoke shops and tobacco stores would result in a threat to the public health, safety and welfare in that the standards or regulations in the City's municipal code addressing such facilities are outdated. Additionally, to allow the approval of land use entitlements for the development of new smoke shops and tobacco stores in the City at this time while the City considers amending its zoning regulations could result in the establishment of inconsistent land uses which would be harmful to the public health, safety and welfare.

**SECTION 4.** The City Council hereby enacts this interim urgency ordinance by not less than a four-fifths (4/5) vote, and in light of the findings set forth in Section 3, under the authority granted to it by Article XI, Section 7 of the California Constitution and Section 65858 of the California Government Code, which allows the City to adopt an interim urgency ordinance prohibiting land uses which may be in conflict with a zoning proposal that the City Council, planning commission or the planning department is considering or studying or intends to study within a reasonable time. The City Council hereby directs the Planning Division of the Community Development Department to consider and study possible means of regulating new smoke shops and tobacco stores including zoning and other regulations permissible under Federal and State law.

**SECTION 5.** Ten (10) days prior to the expiration of this interim urgency ordinance, or an extension thereof, the City Council shall issue a written report describing the measures which the City has taken to address the conditions which led to the adoption of this ordinance.

**SECTION 6.** This interim urgency ordinance shall take effect immediately upon its adoption by a four-fifths vote of the City Council. This interim urgency ordinance shall continue in effect for forty-five (45) days from the date of its adoption and shall thereafter be of no further force and effect unless, after notice pursuant to California Government Code Section 65090 and a public hearing, the City Council extends this interim urgency ordinance pursuant to California Government Code Section 65858.

**SECTION 7.** Not later than fifteen (15) days following the passage of this interim urgency ordinance, the ordinance, or a summary of the ordinance, along with the names of the City Councilmembers voting for and against the ordinance, shall be published in a newspaper of general circulation in the City of Covina.

**SECTION 8.** The City Council finds that this ordinance is not subject to the California

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

**SECTION 9.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED AND APPROVED this 6th day of March, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM;

\_\_\_\_\_  
City Attorney

**CERTIFICATION**

I, Catherine LaCroix, Deputy City Clerk of the City of Covina, do hereby certify that the foregoing Urgency Ordinance 12-2006 was introduced and adopted at a regular meeting of the City Council of the City of Covina, duly held the 6th day of March, 2012, and duly passed by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Catherine LaCroix  
Deputy City Clerk

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** NB 1

**STAFF SOURCE:** Kim J. Raney, Chief of Police 

**ITEM TITLE:** Resolution of the City Council of the City of Covina, County of Los Angeles, State of California, amending the Fiscal Year 2011-2012 Police Department Budget to reflect an appropriation to purchase portable radios.

---

**STAFF RECOMMENDATION:**

Adopt **Resolution No.12-7066** to accept reprogrammed grant funding from the California Emergency Management Agency (CalEMA) 2008 State Homeland Security Grant Program (SHSGP) (CFDA# 97.067) in the amount of \$58,596.05 for the purchase of UHF portable radios; and, Adopt **Resolution No. 12-7067** which authorizes an increase in the 2011-2012 Police Department Budget.

**GENERAL FUND IMPACT:**

There is no additional appropriation needed from the general fund; however, the adoption of both these resolutions will increase the Police Department appropriation account 2278-1130-55700 and the revenue account 2278-1130-42035 by \$58,596.05 which is the amount allocated for the Covina Police Department.

**BACKGROUND:**

On December 12, 2011, The Covina Police Department was notified that the Los Angeles County Office of Emergency Management accepted reprogrammed funds from the 2008 SHSGP on behalf of local public safety agencies in the County. The Department was awarded \$150,030 which was used to purchase thirty (30) UHF portable handheld radios and equipment which will be interoperable with surrounding agencies and first responders. On April 3, 2012, the Department was notified that an additional \$58,596.05 was made available from the 2008 SHSGP for the purchase of 12 additional handheld radios. The State has selected the model and type of equipment to be purchased and has based the grant award on government pricing secured with Motorola. The radios/equipment will be purchased from the company "Communications Center" as the sole source provider of Motorola equipment as requested by the Los Angeles County Office of Emergency Management and approved by the State through CalEMA. The Covina Municipal Code 2.20.200 authorizes the City Manager to waive formal bid procedures in cases such as these where joint bidding with other governmental entities is more advantageous.

The decision to purchase the specified radios is the culmination of numerous State Homeland Security Grant meetings with key public services agencies throughout Los Angeles County. Interoperable communication is the main goal of this coordinated purchase as agencies move

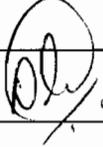
away from VHF to the UHF standard. Interoperability is critical for first responders to effectively manage the next major disaster in our area.

**RELEVANCE TO THE STRATEGIC PLAN:**

None

**EXHIBITS:**

- A. Resolution No.12-7066
- B. Resolution No.12-7067
- C. Award Notification (e-mail)
- D. Cal-EMA Letter

<b>REVIEW TEAM ONLY</b>	
City Attorney: <u>Y-A-T-T</u>	Finance Director: <u></u>
City Manager: <u>φ</u>	Other: _____

RESOLUTION NO. 12-7066

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, TO ACCEPT \$58,596.05 IN FUNDING RESULTING FROM A GRANT AWARD THROUGH THE 2008 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP).**

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 of Covina was awarded State Homeland Security Grant Program 2008 (reprogrammed) in the amount of \$58,596.05 on April 3, 2012; and

WHEREAS, accepting this award will increase the Police Department's appropriation and revenue accounts by the same amount; and

WHEREAS, the reallocation of appropriations may be made by the City Manager, amendments (increases/decreases) to the Budget shall be by approval and Resolution of the City Council;

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

SECTION 1. Authorize the City Manager or his designee to the execute the agreement and submit the necessary documentation to obtain the grant award.

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

PASSED, APPROVED AND ADOPTED this 17<sup>TH</sup> DAY OF APRIL 2012.

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Kevin Stapleton, Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM;

---

Marco Martinez, City Attorney

RESOLUTION NO. 12-7067

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, TO INCREASE THE POLICE DEPARTMENT 2011-2012 BUDGET BY \$58,596.05 RESULTING FROM A GRANT AWARD BY THE CALIFORNIA STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP).**

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 of Covina was awarded State Homeland Security Grant Program 2008 (reprogrammed) in the amount of \$58,596.05 on April 3, 2012; and

WHEREAS, accepting this award will increase the Police Department’s appropriation and revenue accounts by the same amount; and

WHEREAS, the reallocation of appropriations may be made by the City Manager, amendments (increases/decreases) to the Budget shall be by approval and Resolution of the City Council;

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

SECTION 1. Amend the fiscal year 2011-2012 Police Department Budget as follows:

Appropriation account	2278-1130-55700	
Revenue account	2278-1130-42035	<b>\$58,596.05</b>

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

PASSED, APPROVED AND ADOPTED this 17<sup>TH</sup> DAY OF APRIL 2012.

---

Kevin Stapleton, Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM;

---

Marco Martinez, City Attorney

**Raymond Navera**

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**From:** John Curley  
**Sent:** Tuesday, April 03, 2012 12:57 PM  
**To:** 'Sam Gonzalez'; Robert Castro  
**Cc:** John Momot; Mario Camacho; David Povero; Derek Webster; 'obruno@ci.azusa.ca.us'; Raymond Navera  
**Subject:** RE: Communications Center Related Question

SHSHP 2008 Update

I submitted the documents yesterday on behalf of both Covina PD and Azusa PD. Heather Singh and I spoke this morning and she informed me the total amount was increased to \$116,800.00. This translates to Azusa PD and Covina PD splitting that amount right down the middle and equates to (12) handheld radios for each agency.

I am in the process of updating the documents to reflect the new amount and Rick Young is doing the same. I will submit these updates later today and Heather advised me of the following:

1. This is a simple process for us, considering we just recently purchased handled radios under SHSGP 2008.
2. Heather requested we purchase these radios ASAP, preferably by the end of April 2012 or by May 15, 2012 (at the latest).
3. The purchase will be exactly like the previous one, where we will be reimbursed once the money is spent and the radios have been received.
4. Finally, once the radios have been received, we will need to complete the supporting documents for claim reimbursement. Olga, this was the attachment you sent me yesterday and was not needed at the present time. However, once the handhelds are received, I recommend both Azusa PD and Covina PD complete these form's separately so we can adequately inventory and document the received items. Not to mention each form requires an authorized signature.

If anything changes or if you have any questions, call me anytime [REDACTED]. Thanks....

John

EDMUND G. BROWN JR.  
GOVERNOR



**Cal E·M·A**  
CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY

MIKE DAYTON  
ACTING SECRETARY

December 20, 2011

Ms. Carol Kindler  
County of Los Angeles  
500 W. Temple Drive, Room 754  
Los Angeles, CA 90012

Dear Ms. Kindler:

**SUBJECT: APPROVAL OF SOLE SOURCE CONTRACT REQUEST  
FY2008 HOMELAND SECURITY GRANT PROGRAM (HSGP)  
Grant #2008-0006, Cal EMA ID #037-00000**

The California Emergency Management Agency (Cal EMA) has received, reviewed, and approved Los Angeles County's Sole Source contract request dated December 19, 2011, based on the information your office provided regarding the proposed purchase of interoperable communications equipment from Communications Center.

If you have any questions about this letter, please contact your Program Representative, Leo LaMattina, at 916-324-6347 or [leo.lamattina@calema.ca.gov](mailto:leo.lamattina@calema.ca.gov).

Thank you for your work in protecting California. We look forward to your continued collaboration towards our homeland security strategy and appreciate your cooperation and support.

Sincerely,

A handwritten signature in cursive script that reads "Ursula Harelson".

Ursula Harelson, Chief  
Homeland Security Grants Section

**CITY OF COVINA/  
COVINA HOUSING AUTHORITY/  
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT  
AGENCY/**

**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** NB 2

**STAFF SOURCE:** Dilu De Alwis, Director of Finance *DDA*  
Nuala Gasser, Senior Redevelopment Manager *NG*

**ITEM TITLE:** Authorization of application for the SHP grant through the Los Angeles Homeless Services Authority (LAHSA) for supportive services and operation of the McGill House for Fiscal Year 2012-2013

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**STAFF RECOMMENDATION:**

If the City Council determines that general funds will not be used for SHP match:

- a. **Do not** proceed with the Fiscal Year 2012-2013 Supportive Housing Program grant application, and advise LAHSA that the transitional housing program is closing as of June 30, 2012;  
**Or**
- b. Direct staff to continue discussions with Supervisor Antonovich's office on alternative matching funds.

If the City Council determines that general funds will be used for SHP match:

- c. Proceed with the Fiscal Year 2012-2013 Supportive Housing Program grant application, and adopt City **Resolution 12-7064** of the City of Covina authorizing application for funds through the Los Angeles Continuum of Care 2011 SuperNOFA; and
- d. Adopt **Successor Agency to the Covina Redevelopment Agency Resolution 12-003** supporting said application; and
- e. Adopt **Housing Authority Resolution 12-003** supporting said application.

**FISCAL IMPACT:**

The Supportive Housing Program grant requires matching funds, which in the past were provided through the Covina Redevelopment Agency. Due to the dissolution of the Agency, the matching funds will have to come from other sources. The required matching funds to be expended in FY 2012-2013 will be up to and including \$20,000 for supportive services and \$7,000 for operations, for a total of \$27,000. If approved, the matching funds will be included in the FY 2012-2013 budget as a General Fund appropriation.

**BACKGROUND:**

The McGill Transitional House, purchased with Redevelopment Low-Mod funds, has operated in Covina since 2006, providing shelter, stability and an opportunity to move on to permanent housing to fifteen families to date, including thirty-two children. The house was purchased and established by the Covina City Council and the Covina Redevelopment Agency to help address the lack of resources in the San Gabriel Valley for homeless families. Funding for the supportive services at the house has been through a grant through the Los Angeles Homeless Services Authority (LAHSA). The Supportive Housing Program (SHP) grant originally received was a three-year grant which provided for case management services at the house by a contracted party. The grant is renewable in one-year increments. Catholic Charities of Los Angeles (CCLA) is the provider of the case management services.

For fiscal year 2012-2013 the SuperNOFA application will include proposed funding for a one-year grant of \$94,295. Funds would provide supportive services and operating expenses for the McGill House. The grant and the matching funds must be expended over a one-year period. The grant requires that 20% of the required supportive services and 25% of the required operating expenses be matched by the applicant.

**Cash Match**

In the past the Cash Match was met by the Covina Redevelopment Agency funds. The redevelopment agency is dissolved and the housing duties have been assumed by the Covina Housing Authority. The Covina Housing Authority has no dedicated source of funding and cannot provide the matching funds. Therefore, the Council is being asked if funds should be provided through the general fund. Staff recommendations provide several alternatives based on Council's decision regarding use of general funds.

If no matching funds are available, the City cannot continue to sponsor the Supportive Housing Grant. Staff has contacted Supervisor Antonovich's office with a request to provide \$27,000 in matching grant funding in order that the City can continue to participate in the SHP grant and continue the operation of the McGill Transitional House. This is under consideration by the Supervisor's office at this time.

If no matching funds are available for the SHP grant under City sponsorship, the City and Housing Authority will need to consider the continued use of the house as a transitional house under different management, or its disposition.

**Continuation of the McGill Transitional House Program under CCLA**

If the house were to have a continued use as a transitional house, the City would discuss with LAHSA the possibility of transferring the SHP grant to CCLA, which currently provides case management services at the house. Provision of the matching funds will be a barrier also to CCLA; therefore that element of the grant would need to be resolved before CCLA could consider carrying on the service under the grant.

- If this were to be considered, the Housing Authority/Successor Agency would need to make a determination as to how the house would be made available to CCLA.
  - The house could be leased to CCLA, if leasing funds were made available through the grant. This would need to be discussed with LAHSA.

- The house could be provided rent free for use as a transitional house, by the Housing Authority.

**Discontinuance of the McGill Transitional House Program**

If the decision is made that the transitional program will no longer continue at the house, staff will advise LAHSA of the decision in writing. A “Close Out Plan” as required under the LAHSA contract has been drafted. If the project is closed out, there is a responsibility to find alternate housing for the residents, to complete reports and make a financial accounting to LAHSA. A copy of the draft Close Out Plan is attached as Exhibit D.

If the McGill Transitional House program is to be terminated, a separate staff report will be brought back to the Covina Housing Authority and the Successor Agency for future discussion as to the status of the house.

**AB 1585 (Perez) Major Policy and Technical Clean-up to AB 1X 26**

AB 1585, as amended March 21, includes many technical and substantive fixes to AB 1X 26. The Assembly passed the bill by a 58-7 vote, and it was sent to the Senate. AB 1585 contains an urgency clause so that it would go into effect immediately upon passage and signing by the Governor. If approved, this bill would keep funds in the Low- and Moderate-Income Housing Fund in Covina to be used to provide affordable housing. This could include utilizing these funds as a local match for the SHP application. However, that is not certain at this time. The law provides timelines for the spending of the funds. This would keep approximately \$3 million in Covina; this amount would increase to \$6 million if the law continues to allow repayment of prior loans to the housing fund. The Supplemental Educational Revenue Augmentation Fund (SERAF) loan made to the Agency from the housing fund is approximately \$3 million.

**RELEVANCE TO THE STRATEGIC PLAN:**

Not applicable.

**EXHIBITS:**

- A. City Resolution
- B. Successor Agency Resolution
- C. Authority Resolution
- D. Close Out Plan

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

EXHIBIT A

RESOLUTION NO. 12-7064

A RESOLUTION OF THE CITY OF COVINA AUTHORIZING  
APPLICATION FOR FUNDS THROUGH THE LOS ANGELES  
CONTINUUM OF CARE 2011 SUPERNOFA

WHEREAS, the Los Angeles Homeless Services Authority (LAHSA) is preparing the Los Angeles Continuum of Care 2011 SuperNOFA application which includes funding for the 2012-2013 Supportive Housing Program, and

WHEREAS, the McGill House Project is a project which provides transitional housing with appropriate supportive services and is eligible for consideration under the grant, and

WHEREAS, the grant requires that 20% of the required supportive services and 25% of the required operating expenses be matched, and

WHEREAS, procedures established by the SuperNOFA require the City of Covina to certify, by resolution, approval of the application before submission of said application to LAHSA, and

WHEREAS, the City wishes to assist in the provision of affordable housing opportunities by providing funding for the match as required under the SHP grant; and

WHEREAS, if awarded a grant, the City of Covina will enter into an agreement with LAHSA for completion of the project.

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

SECTION 1. The City Manager or his designee is authorized to apply for funds under this SuperNOFA to operate the McGill House on behalf of the City of Covina.

SECTION 2. The payment of matching funds not to exceed \$27,000 is authorized and will be included in the FY 2012-2013 budget as a General Fund appropriation.

SECTION 3. The City Manager or his designee is hereby authorized and empowered to execute all necessary applications, contracts, agreements, amendments, and payment requests hereto for the purposes of securing grant funds, and to implement and carry out the purposes specified in the grant application.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and the same shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 17th day of April, 2012.

CITY OF COVINA

\_\_\_\_\_  
Kevin Stapleton, Mayor

ATTEST:

\_\_\_\_\_  
Catherine M. LaCroix, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CERTIFICATION**

I, Catherine M. LaCroix, Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 12-7064 was adopted by the Covina City Council at a regular meeting of the City Council held this 17th day of April, 2012, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Catherine M. LaCroix  
Deputy City Clerk

EXHIBIT B

RESOLUTION NO. 12-003

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE  
COVINA REDEVELOPMENT AGENCY SUPPORTING  
CITY'S APPLICATION FOR FUNDS THROUGH THE LOS  
ANGELES CONTINUUM OF CARE  
2011 SUPERNOFA

WHEREAS, the Los Angeles Homeless Services Authority (LAHSA) is preparing the Los Angeles Continuum of Care 2011 SuperNOFA application which includes funding for the 2012-2013 Supportive Housing Program, and

WHEREAS, the McGill House Project is a project which provides transitional housing with appropriate supportive services and is eligible for consideration under the grant, and

WHEREAS, procedures established by the SuperNOFA require the City of Covina to certify, by resolution, approval of the application before submission of said application to LAHSA; and

WHEREAS, if awarded a grant, the City of Covina will enter into an agreement with LAHSA for completion of the project.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY BOARD DOES RESOLVE AS FOLLOWS:

SECTION 1. The Successor Agency approves the City of Covina's application for funds under the SuperNOFA for operating funds for the McGill House.

SECTION 2. The Executive Director or his designee is hereby authorized and empowered to implement and carry out the purposes specified in the grant application.

SECTION 3. The Secretary shall certify to the passage and adoption of this resolution and the same shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 17th day of April 2012.

SUCCESSOR AGENCY TO THE  
COVINA REDEVELOPMENT AGENCY

\_\_\_\_\_  
Kevin Stapleton, Mayor of the City of  
Covina, serving as the successor agency to  
the dissolved Covina Redevelopment  
Agency

ATTEST:

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Catherine M. LaCroix  
Deputy City Clerk of the City of Covina,  
serving as the successor agency to the  
dissolved Covina Redevelopment Agency

APPROVED AS TO FORM:

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Agency Counsel

**CERTIFICATION**

I, Catherine M. LaCroix, Secretary of the Successor Agency to the Covina Redevelopment Agency for the City of Covina, does hereby CERTIFY that Resolution No. 12-003 was adopted by the Covina Successor Agency at a regular meeting of the Agency held this 17th day of April, 2012, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Catherine M. LaCroix  
Secretary of the Successor Agency to the  
Covina Redevelopment Agency

EXHIBIT C

RESOLUTION NO. 12-003

A RESOLUTION OF THE COVINA HOUSING AUTHORITY  
SUPPORTING CITY'S APPLICATION FOR FUNDS  
THROUGH THE LOS ANGELES CONTINUUM OF CARE  
2011 SUPERNOFA

WHEREAS, the Los Angeles Homeless Services Authority (LAHSA) is preparing the Los Angeles Continuum of Care 2011 SuperNOFA application which includes funding for the 2012-2013 Supportive Housing Program, and

WHEREAS, the McGill House Project is a project which provides transitional housing with appropriate supportive services and is eligible for consideration under the grant, and

WHEREAS, the grant requires that 20% of the required supportive services and 25% of the required operating expenses be matched, and

WHEREAS, procedures established by the SuperNOFA require the City of Covina to certify, by resolution, approval of the application before submission of said application to LAHSA; and

WHEREAS, if awarded a grant, the City of Covina will enter into an agreement with LAHSA for completion of the project.

NOW, THEREFORE, THE COVINA HOUSING AUTHORITY BOARD DOES RESOLVE AS FOLLOWS:

SECTION 1. The Authority approves the City of Covina's application for funds under the SuperNOFA for operating funds for the McGill House.

SECTION 2. The Executive Director or his designee is hereby authorized and empowered to implement and carry out the purposes specified in the grant application.

SECTION 3. The Secretary shall certify to the passage and adoption of this resolution and the same shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 17th day of April 2012.

COVINA HOUSING AUTHORITY

\_\_\_\_\_  
Kevin Stapleton, Chairperson

ATTEST:

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Daryl Parrish, Secretary

APPROVED AS TO FORM:

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Authority Attorney

**CERTIFICATION**

I, Daryl Parrish, Secretary of the Covina Housing Authority, hereby CERTIFY that Resolution No. 12-003 was adopted by the Covina Housing Authority at a regular meeting held this 17th day of April, 2012, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Daryl Parrish  
Secretary

## EXHIBIT D

### Close Out Plan for McGill Street House Program

This document outlines the understanding between the City of Covina and Catholic Charities of Los Angeles on the close out responsibilities of each partner in the event that it becomes necessary to terminate the operations of the McGill Street House Program. Both organizations are committed that in implementing the close out, client personal goals, safety and continued housing security will be the driving variables for the cessation of the program. Towards this end, Catholic Charities, as the sub-grantee for social services will

- a. be responsible for the placement of participants enrolled in the program into other forms of housing;
- b. stop accepting new clients once it has been determined that the program will be closed; and
- c. provide alternative housing for clients who remain in the program at time of close out until such time that appropriate housing is available, at CCLA's cost.

The following is the detailed operational plan for implementation and covers the following areas:

*a) Program Services, b) Facility Turnover; c) Financial Issues; d) HMIS and Reports; and e) File Storage and Retention..* The plan includes a timeline that begins 45 days prior to close out date and ends 6 months after the exit date of the last client or 6 months after the close out date, whichever comes first. A party/person will be identified for each activity that will be undertaken.

Subject	Activities	Timeline	Party/person responsible
<b>Program Services/Case Management</b>	<p>Clients (current residents at the McGill House) will be notified of program closure date and will be advised that services will continue to be provided in pursuing permanent housing.</p> <p>Conduct an inventory of beds within CCLA system (St. Elizabeth Ann Seton, and Good Shepherd) ;SPA 3 (Our House, Foothill Family Shelter; ESGVCH, Our House) and LA County. Advocate for priority status for clients. For domestic</p>	45 days prior to close out	CCLA/Case Mgr

	<p>violence clients, Wings (Covina) and House of Ruth (Pomona) will be contacted.</p> <p>Assist clients move into new transitional housing or permanent housing program.</p> <p>CCLA assign responsibilities for basic case management services after the cessation of program or exit of client.</p> <p>Conduct preliminary exit interview and program evaluation for clients still in residence.</p> <p>If alternative housing has not been found for client or if client refuses to accept options for alternative housing, CCLA will make arrangements with a local motel to house client for at least 10 days, beginning 2 days prior to close out. Clients will be asked to vacate facility 2 days prior to close out.</p> <p>Follow up basic case management and documentation.</p>	<p>30 days from close out</p> <p>15 days prior to close out</p> <p>Date of exit and/or close out date until 6 mos.</p>	<p>CCLA/Regional Director</p> <p>CCLA/Case Mgr.</p> <p>CCLA/Case Mgr or designee</p>
<b>Facility Turnover</b>	<p>Inventory of supplies, equipment and appliances to be submitted to the City of Covina</p> <p>Arrange for general cleaning of facility</p> <p>Facility inspection and turn over keys</p>	<p>30 days prior to close out</p> <p>2 days prior to close out</p> <p>Close out date</p>	<p>CCLA/Resident Attendant</p> <p>CCLA/Resident Attendant</p> <p>CCLA/Regional Dir and CofCovina Senior Prgr Mgr</p>
<b>Financial</b>	Submission of final billing of sub-grantee	15 days after close out	CCLA/Regional

<b>Concerns</b>	to City of Covina  Submission of final billing of City of Covina to LAHSA	30 days after close out	Dir  Cof Covina/Senior Program Mgr
<b>HMIS and Programmatic Reports</b>	Finalize client information data entry into HMIS  Run preliminary QPR and APR reports	2 days prior to close out  10 days from date of close out	CCLA/Case Mgr or designee  City of Covina/Senior Program Mgr.
<b>File Storage and Retention – Financial files</b>	Arrange for storage and retention of financial files  (Note: all financial files will be kept at the City Hall, City of Covina)	30 days from date of close out	City of Covina/Senior Program Mgr
<b>File Storage and Retention – Programmatic Files</b>	Transfer of files to the CCLA Regional Office of all client files  Arrange for storage and retention of closed client files  Arrange for filing and maintenance of open files (current clients including those who have exited the program for less than 6 months)	2 days from date of close out  15 days from date of close out	CCLA/Case Mgr  CCLA/Regional Director

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** April 17, 2012

**ITEM NO.:** CB 1

**STAFF SOURCE:** Lisa Brancheau, Redevelopment Manager  
Marco Martinez, City Attorney *M2*

**ITEM TITLE:** City Council to consider adoption of a Resolution of Necessity (Resolution No. 12-7060) confirming and ratifying the City Council's October 18, 2011 adoption of a Resolution of Necessity for the acquisition of a fee interest in certain real property located at 155 E. San Bernardino Road (Assessor Parcel Number 8430-024-012) by eminent domain for the purpose of developing and maintaining a parking lot for use by the Covina Police Department and County Fire Department.

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**STAFF RECOMMENDATION**

City Council to remove from the calendar and continue indefinitely the adoption of Resolution No. **12-7060**.

**FISCAL IMPACT**

No fiscal impact to the General Fund.

**BACKGROUND**

On October 18, 2011, the City Council adopted a Resolution of Necessity declaring the City's intent to acquire a fee interest in certain real property described as 155 E. San Bernardino Road through eminent domain proceedings for the continued use and maintenance of a public parking lot to serve the police/fire facility in Covina.

The subject property is involved in bankruptcy proceedings and it was necessary to obtain relief from the bankruptcy court to file an eminent domain lawsuit. The court authorized the City Council to adopt a new Resolution of Necessity to reflect its prior vote and to file the lawsuit. On December 20, 2011, the Council did so and the City subsequently filed the lawsuit.

Since that time, several hearings in the bankruptcy court have been continued. Staff believes that, at this point, it would be prudent to wait and see what results from these hearings to better understand the status of both the bankruptcy case and the subject property. Therefore, rather than adopt a Resolution of Necessity this evening, staff recommends that this matter be removed from the calendar and continued indefinitely. Should circumstances in the case change requiring further Council action, Staff will bring this matter back on a future agenda.

**RELEVANCE TO THE STRATEGIC PLAN**

None.

**EXHIBITS**

None.

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____